

BOUNTIFUL CITY COUNCIL MEETING
TUESDAY, March 28, 2017
Work Session - 6:00 p.m.
Regular Session - 7:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

AMENDED AGENDA

Work Session – 6:00 p.m.

1. Council meeting rules of order regarding public comment – Mr. Gary Hill
2. After hours response discussion – Mr. Gary Hill

Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – February 9 & 10 (Council Retreat) and February 28, 2017 p. 3
3. Council Reports
4. BCYC Report
5. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid February 20, 27, March 6, & 13, 2017 p. 15
 - b. January 2017 Financial Report p. 21
6. ***Concerts in the Park 2017 schedule – Mr. Richard Watson***
7. PUBLIC HEARING - Consider Ordinance 2017-02 approving a text amendment to Section 14-14-126 of the Bountiful City Land Use Ordinance eliminating the requirement for a conditional use permit for installation of solar energy systems – Mr. Chad Wilkinson p. 35
8. ***POSTPONED*** –PUBLIC HEARING – Consider approval of a text amendment to Section 14-16-126(c) of the Bountiful City Land Use Ordinance to allow concrete or other hardscape materials in park strips along certain state maintained roads in Bountiful – Mr. Chad Wilkinson
9. ***Consider approval of the purchase of a pump, motor, column pipe and cable from Nickerson Company in the amount of \$62,683 for the 100 East Well – Mr. Mark Slagowski*** p. 41
10. ***Consider approval of the purchase of a back hoe from Honnen Equipment in the amount of \$95,350– Mr. Allen Johnson*** p. 43
11. Consider preliminary site plan approval for the construction of a 15-unit multi-family development at 450 West 200 North, Brian Knowlton, applicant – Mr. Chad Wilkinson p. 45
12. Consider approval of Ordinance 2017-03 adopting a six-month temporary land use regulation prohibiting new development and construction within the area bounded by 400 North, 500 South, 400 East, and 200 West commonly referred to as “Plat A.” – Mr. Chad Wilkinson p. 53
13. Consider acceptance of proposal for the Mueller Park Water Treatment Plant membrane equipment – Mr. Paul Rowland p. 57
14. Consider Resolution 2017-04 approving a franchise agreement with UTOPIA and UIA – Mr. Clint Drake p. 59
15. Adjourn

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

Thursday, February 9, 2017

6 Present: Mayor Randy Lewis
7 Council Members Kendalyn Harris, Richard Higginson, Beth Holbrook,
8 John Marc Knight, John Pitt
9 City Manager Gary Hill
10 Asst. City Manager Galen Rasmussen
11 City Attorney Clinton Drake
12 City Engineer Paul Rowland
13 City Planner Chad Wilkinson

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15 Department Directors/Staff:

16 Police Chief Tom Ross
17 South Davis Metro Fire Chief Jeff Bassett
18 Finance Director Tyson Beck
19 Human Resources Manager Shannon Cottam
20 Parks Director Brock Hill
21 IT Director Alan West
22 Power Director Allen Johnson
23 Water Director Mark Slagowski
24 Streets Director Gary Blowers
25 Recording Clerk Nikki Dandurand

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28 **WELCOME AND INTRODUCTION**

29 Mayor Lewis called the meeting to order at 9:05 a.m. and welcomed those in attendance. The
30 Pledge of Allegiance was led by Councilwoman Beth Holbrook and Mr. Allen Johnson, Bountiful
31 City Power Director, said the prayer.

32 Mayor Lewis asked Councilwoman Holbrook to make a few comments about what other
33 cities know about Bountiful. She commented that we have a great Power Department, everyone
34 knows Chief Ross and she is proud to say she is from Bountiful. Mayor Lewis made a few comments
35 about the focus and direction of the Council, including the need for better communication with
36 Bountiful residents and the community. He said he was looking forward to hearing from the Council
37 and staff.

38
39 **REVIEW OF PRIOR YEAR SUCCESSES**

40 Mr. Gary Hill asked the Council and staff to name three accomplishments they were proud of
41 during the year. Deer trapping, new parks, new sewer district, continued support of the Police and
42 Fire Departments and 35 years of excellence for the Finance Department were just a few items that
43 were shared.

44
45 **OVERVIEW OF CITY REVENUES**

1 Mr. Gary Hill stated that although it is early in the year, our rates are low and the forecast is
2 good. Each department Director reviewed some of the budget issues they are dealing with this year.
3 Mr. Gary Hill then gave an overview of the uses of Capital Funds. Councilman Knight is very
4 comfortable with the City's budget. Mr. Tyson Beck stated that most other cities do not have this
5 money available. Mr. Gary Hill mentioned that the City's finances have a cap and new projects
6 cannot continue to be added. He also said the RAP tax should be monitored carefully but that the
7 City is in a financially safe spot. The biggest issue with the General Fund was losing the Smith's
8 store. A long term solution is to encourage economic development.
9

10 **CITY COUNCIL POLICY PRIORITIES**

11 Mr. Gary Hill asked the staff and the Council to write down their priorities vs. most on target
12 projects. Infrastructure is a constant concern which includes replacement of water pipes and if utility
13 rates are appropriate for current and future use. Mr. Gary Blowers also commented that treatment on
14 the streets can only be done during a four to five month window each year and summer time help is
15 very hard to find. In addition, other problems are potholes, trees/sidewalks and cracks in the roads.
16 Ideas included identifying needs, implementing rates/revenue and maintaining the Capital Fund. Mr.
17 Gary Hill suggested this item be discussed in future City Council Work Sessions.
18

19 **CITY CEMETERY EXPANSION**

20 Mr. Paul Rowland presented to the Council and staff three plans/priorities that deal with the
21 cemetery expansion which include a temporary sports field(s), property purchase and the use of the
22 East side purchase. Mr. Rowland showed examples of the temporary field use and the expenses
23 along with it. Concepts were discussed and how long the field could actually be used as a sports field
24 including the building and demolition of it. Mr. Rowland then discussed the concern with the
25 perpetual fund, increasing plots and the fund as well. He suggested double stack burials, increase of
26 burial price, and non-resident fees. Mr. Brock Hill stated that a temporary sports field would help,
27 but was concerned where the teams would go when the time comes to demo it. Mayor Lewis also
28 added he would like to see the kids play and be active outside, but wondered if it would be efficient
29 and worthwhile. The Council and staff discussed many ideas on how to accommodate the growing
30 need for sports fields, but also keep the City on track and available to the residents. Mr. Gary Hill
31 asked the Council what information they need to make an informed decision at a later time.
32

33 **ADMINISTRATIVE PROCESS FOR APPLICATIONS**

34 Mr. Chad Wilkinson stated there has been a huge increase in solar panel applications and
35 there needs to be clarification of administrative and legislative decision making, i.e., which
36 applications need Administrative Committee approval and which need City Council approval. Mr.
37 Wilkinson said the State Code plays a large part in the approvals, but would like it more on a local
38 scale. Mayor Lewis asked if House Bill 232 was passed at the Legislature this week. Staff answered
39 not yet. Mr. Gary Hill concluded that some items could be removed from the City Council agendas
40 to save time.
41

42 **COUNTY CONTRACT FOR 2017 ELECTION**

43 Mr. Gary Hill stated that Bountiful City has contracted with Davis County to run local
44 elections since 2007. Up to this year, they have offered their services to run both traditional and by
45 mail elections. This year, however, they are only offering a vote by mail option. The City could run
46 its own election, but neither the staff nor equipment are available to do that. Mr. Hill recommends

1 contracting with Davis County to run the election using vote by mail. Residents are already used to
2 this method of voting and the turn out rate is usually higher (up to 60% votes were cast early by
3 mail). No County items will be on the ballot this year. Staff strongly recommends using the County
4 option for mail in votes. Mr. Hill concluded that a contract will be brought back to the City Council
5 within the next month for approval.
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7 Mayor Lewis thanked the Council and staff for their presentations and comments throughout
8 the day and postponed all other discussions until tomorrow.
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Mayor, Randy Lewis

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City Recorder, Shawna Andrus
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Minutes of the BOUNTIFUL CITY COUNCIL

Friday, February 10, 2017

Present:	Mayor:	Randy Lewis
	Council Members:	Kendalyn Harris, Richard Higginson, Beth Holbrook, John Marc Knight, John Pitt
	City Manager:	Gary Hill
	Asst. City Manager:	Galen Rasmussen
	City Attorney:	Clinton Drake
	City Engineer:	Paul Rowland
	City Planner:	Chad Wilkinson
	Department Directors/Staff:	
	South Davis Metro Fire	Chief Jeff Bassett
	Finance Director	Tyson Beck
	Human Resources Manager	Shannon Cottam
	Parks Director	Brock Hill
	IT Staff	Greg Martin
	Power Director	Allen Johnson
	Water Director	Mark Slagowski
	Streets Director	Gary Blowers
	Recording Clerk	Nikki Dandurand

WELCOME

Mayor Lewis called the meeting to order at 9:07 a.m. and welcomed those in attendance. The Pledge of Allegiance was led by Mr. Paul Rowland, City Engineer and Councilman John Marc Knight said the prayer.

RESIDENT ENGAGEMENT IDEAS

Mr. Gary Hill asked Councilwoman Harris to lead a discussion about how to better involve the residents in the City. Staff suggested ideas including a “Take Pride in the City Day”, holding a leadership day, volunteers within each department such as the Trails Committee. Councilwoman Harris asked how to notify and get information out to Bountiful residents. Staff and Council agreed that word of mouth was the most effective, in addition to advertising. Mr. Gary Hill suggested partnering with the schools and continuing to use methods already in place. Organizing and communication were the top priorities to discuss. Staff suggested forming task committees rather than ongoing committees because there is a goal at the end to complete. Staff also suggested a “Volunteer Bountiful” link on the City website homepage.

RAP TAX PROJECT PRIORITIZATION

Mr. Gary Hill stated that after updating and reviewing our current RAP tax projects, we have more needs than resources and asked how to prioritize those needs. The Council previously approved

1 75% of the funds for the new Creekside Park, 11% to arts/grants and 14% to parks
2 department/development, which leaves approximately \$800k to utilize. Staff and the Council asked
3 about the cemetery infant statue fundraiser money and the possibility of a trailhead/property
4 acquisition. Mayor Lewis stated that we need to identify the funds available and match that to the
5 City's needs. Mr. Gary Hill mentioned the impact on the reauthorization for 2017 and stated that
6 what we use it for this time might affect the tax reauthorization in the future. Councilwoman Harris
7 suggested a survey to find out what the people want. The Council agreed that the RAP tax money is
8 for the residents so they should be asked. Mr. Gary Hill stated that a survey format will be presented
9 to the Council in a future work session.

10
11 **WATER FUND: LEGISLATIVE REQUIREMENTS**

12 Mr. Paul Rowland explained that the State has already mandated these rules (i.e., increasing
13 rates in tiers), and they now need to be implemented. Currently the City has "one" tier, with just a
14 high/low elevation rate schedule. The City is mandated to make these rate changes, so those
15 requirements can be met now and again in the future to accommodate the high/low elevation changes
16 or use the 2019 increase this year and force the high/low elevation changes into next year's billing.
17 Councilman Higginson asked if the Council wants to address pricing tiers, which they agreed too.
18 Mr. Rowland concluded that we definitely need to look at the current rate structure, move the rate
19 increase into this year, implement the legislative block rate system and move towards a base rate
20 structure as revenue.

21
22 Mr. Gary Hill reviewed what has been discussed today to include the RAP Tax priorities and
23 stated the cemetery items will be discussed in a future work session. Councilman Pitt expressed his
24 appreciation and time serving on the City Council. Mayor Lewis concluded that he knows we are
25 doing the right things for the right reasons.

26
27 Councilman Higginson made a motion to adjourn the 2017 Council Retreat, Councilwoman
28 Holbrook seconded the motion. The 2017 Bountiful City Council Retreat was adjourned at 11:50
29 a.m., Friday, February 10, 2017.

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Mayor, Randy Lewis

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City Recorder, Shawna Andrus

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

February 28, 2017 – 6:00 p.m.

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,
John Marc Knight, John Pitt
City Manager Gary Hill
Asst. City Manager Galen Rasmussen
City Attorney Clinton Drake
City Engineer Paul Rowland
City Planner Chad Wilkinson

Department Directors/Staff:

Police Chief Tom Ross
Parks Director Brock Hill
Power Superintendent Alan Farnes
Water Supervisor Brett Eggett
Recording Secretary Nikki Dandurand

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Official notice of the City Council Meeting was given by posting an Agenda at City Hall and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Clipper and Standard Examiner.

Work Session – 6:00 p.m.
Planning Conference Room

Mayor Lewis welcomed those in attendance and called the session to order at 6:00 p.m. Mr. Paul Rowland stated that in past meetings and at the Council Retreat on February 9, the City Council discussed ways to maximize the life of the Cemetery for the residents of Bountiful. Late last year the City Council purchased approximately eight acres to the east of the City Cemetery for future expansion. The purchase of the new Cemetery property has significantly extended the life of the Cemetery and also provides means and time to build the Perpetual Care Fund to a sufficient balance. Mr. Rowland presented four options for the east property. The Council and staff discussed the best options and generally decided that option one is the best outcome for the land purchase and perpetual fund use. Mr. Gary Hill also stated the staff has asked to change the name of the Cemetery to Bountiful City Cemetery. Council agreed. Mr. Gary Hill concluded that staff will come back to the Council with an adjusted fee schedule and policy to move forward.

Mr. Gary Hill recapped the four areas in Tier One of the Council’s Policy and Priorities chart. The overall goal is to add more two-way communication with the residents and to have an open and responsive government. Mr. Hill showed the Council a new link on the City’s website for residents to submit questions to staff/city management. Councilwoman Harris also asked about adding a “volunteer spot” so the departments could post volunteer opportunities. Mr. Hill asked the Council about adding a community compatible item to the tier chart, to include how to maximize and clarify use of RDA funds. Mayor Lewis asked if there was a report showing how many new businesses have

1 moved into the City. Mr. Chad Wilkinson said he would be glad to provide that information to the
2 Mayor and the Council.

3
4 **Regular Meeting – 7:00 p.m.**
5 **City Council Chambers**
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8 Mayor Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance.
9 Micah Pettit, Troop 581, led the Pledge of Allegiance; Brother Steve Cottle, Bountiful Stake, gave a
10 prayer.

11
12 **APPROVE MINUTES OF PREVIOUS MEETING ON JANUARY 24, 2017**

13 Mayor Lewis presented the minutes as printed. Councilman Higginson moved to approve
14 them as presented and Councilwoman Harris seconded the motion. Voting was unanimous with
15 Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

16
17 **CONSIDER APPROVAL OF THE TERMINATION OF AGREEMENTS WITH VCBO**
18 **ARCHITECTURE TEAMED WITH EPG LANDSCAPE ARCHITECTS FOR DESIGN AND**
19 **ARCHITECTURAL SERVICES AND HOGAN CONSTRUCTION FOR CONSTRUCTION**
20 **MANAGER/GENERAL CONTRACTOR SERVICES FOR THE CONSTRUCTION OF THE**
21 **BOUNTIFUL CITY CENTER PLAZA AND CITY HALL – MR. GARY HILL**

22 Mr. Hill reviewed the process of the project starting in July 2016 when the contract was
23 approved to build. In October 2016, Bountiful City entered a contract with the construction company
24 and general manager. Mr. Hill then read part of the City’s February 28 press release. Mayor Lewis
25 stated he appreciates the work that has already been done on this project. He then asked the Council
26 if there were any additional comments. Councilman Higginson stated that he is a politician as well as
27 a neighbor, and as politicians they want to help preserve the best city in Utah and the people.
28 Councilwoman Harris stated that the City has been through a lot in this process, and wondered what
29 both sides have learned from it. We are all on the same team and need to work together. Councilman
30 Pitt stated that the people elected six people, who love the city, want to promote economic
31 development and have the responsibility to do what is best for Bountiful. This decision is good for
32 Bountiful and encouraged us to work together. Councilwoman Holbrook stated that to invest in our
33 infrastructure is crucial. The decision to build was something that looked towards the future. The
34 City did many studies, tried to create a positive environment and continue the dialogue with citizens.
35 She continued that change is scary, but we all want the same thing at the end of the day. Councilman
36 Knight expressed his thanks to the staff and their professional manners. His deepest desire is to
37 rebuild the communication and trust with residents and to promote harmony to provide economic
38 development with good intentions.

39 Councilman Higginson moved to approve the termination of agreements, Councilman Pitt
40 would like to add an addendum to engage with the public more, and Councilwoman Harris seconded
41 the motion. A roll call vote was asked for with the following replies:

- 42 Councilman Higginson – aye
43 Councilman Knight – aye
44 Councilwoman Holbrook – aye
45 Councilman Pitt – aye
46 Councilwoman Harris – aye

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2 Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt
3 voting “aye”. Mayor Lewis made a few additional comments that he loved and supported this project
4 100%, but the people of Bountiful are more important than a building.
5

6 **COUNCIL REPORTS**

7 Councilman Pitt asked everyone to support the Bountiful Davis Art Center. Councilwoman
8 Holbrook announced that the Community Service Council is always looking for volunteers. They
9 hold a meeting every month on the first Saturday. The summer concert schedule is prepared and will
10 be announced soon as well. No other council reports were made.
11

12 **BCYC REPORT**

13 Olivia Harrison, BCYC Treasurer, report that the Youth Council attended a day at the
14 Legislature last week, will be attending the Leadership Conference at Utah State University in March.
15 The Youth Council is also planning the annual Easter egg hunt in April.
16

17 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID JANUARY 16, 23,**
18 **30 & FEBRUARY 6 & 13, 2017 AND THE DECEMBER 2016 FINANCIAL REPORT**

19 Mayor Lewis presented all the expenditures and the December financial report and asked for a
20 motion to approve. Councilwoman Harris inquired about the status of salt for the streets. Mr.
21 Rowland replied that there is the possibility of one more load being delivered and the budget is pretty
22 even. Councilman Higginson moved to approve the weekly expenditures and financial report and
23 Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris,
24 Higginson, Holbrook, Knight and Pitt voting “aye”.
25

26 **CONSIDER PRELIMINARY AND FINAL PLAT APPROVAL FOR THE LAKEWOODS**
27 **CONDOMINIUMS PLAT AMENDED UNITS 101-106 AT 70 N MAIN #106, BRIAN**
28 **KNOWLTON, APPLICANT – MR. PAUL ROWLAND**

29 Mr. Rowland stated that Mr. Knowlton is stating the common area on the very east side of the
30 property is not readily accessible by the residents and has never been used as open space or recreation
31 ground, so Mr. Knowlton is desirous of building an accessory structure. Since such structures can’t
32 be built on a common area, Mr. Knowlton is requesting to change a portion of the common area to
33 limited common. The Planning Commission recommends preliminary and final plat approval for the
34 Lakewoods Condominium Amended Units 101-106, with the following conditions:

- 35 1. Submit the signed, final mylar ready for signatures.
- 36 2. Submit a current title report.
- 37 3. Payment of fees
- 38 4. Make all Red Line corrections.
39

40 Councilwoman Harris asked if Councilman Higginson had any more insight to this approval.
41 Councilman Higginson stated it’s strictly an administrative move. Councilman Higginson moved to
42 approve the preliminary and final site plan and Councilman Knight seconded the motion. Voting was
43 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.
44

45 **CONSIDER PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR AN ADDITION**
46 **TO NAPA AUTO PARTS LOCATED AT 1415 SOUTH 500 WEST, JACK YOHO,**

1 **APPLICANT – MR. CHAD WILKINSON**

2 Mr. Wilkinson stated that the applicant is requesting a proposed addition to be constructed on
3 the east side of the existing NAPA building which is located on the south side of a larger commercial
4 development parcel. The landscaping will be replaced by a new landscape area on the northwest
5 portion of the site. Councilman Pitt agreed that the landscaping plan is a good idea. An existing trash
6 enclosure will also be moved to accommodate the addition. Councilwoman Harris moved to approve
7 the preliminary and final site plans and Councilman Higginson seconded the motion. Voting was
8 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.
9

10 **CONSIDER APPROVAL OF RESOLUTION 2017-02 AUTHORIZING A CONTRACT**
11 **WITH DAVIS COUNTY TO ADMINISTER THE 2017 BOUNTIFUL CITY MUNICIPAL**
12 **ELECTION – MR. GARY HILL**

13 Mr. Gary Hill stated the County no longer offers services for a “traditional” election.
14 Bountiful City has not run its own election since 2007. The cost for a “by-mail” election (per
15 election) is approximately \$36,000 (\$72,000 if there is a primary). Please note that there will be
16 other election expenses the City will incur that will not be covered by the contract with the
17 County (some printing services, newspaper notices, and a few supplies) likely totaling around
18 \$3,000. This will be included in our annual budget for elections, but not in the contract approval.
19 Councilman Higginson made a motion to approve Resolution 2017-02 and Councilwoman Holbrook
20 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
21 Knight and Pitt voting “aye”.
22

23 **CONSIDER APPROVAL OF THE PURCHASE OF 71 TRANSFORMERS FROM ANIXTER**
24 **POWER SOLUTIONS IN THE AMOUNT OF \$136,084.90 – MR. ALAN FARNES**

25 Mr. Farnes stated that the Power Department’s inventory of overhead and underground
26 transformers is running low, and some need to be purchased to replenish it. The transformers will be
27 used to replace damaged or leaking transformers and for future construction projects throughout the
28 City. Councilman Higginson asked about another comparison that included the transformer
29 efficiency. Mr. Farnes replied it is already included in the bid process. Councilwoman Holbrook
30 made a motion approve the purchase and Councilwoman Harris seconded the motion. Voting was
31 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.
32

33 **CONSIDER THE APPROVAL OF THE PURCHASE OF TWO SERVICE BODIES FROM**
34 **MOUNTAIN STATES INDUSTRIAL SUPPLY IN THE AMOUNT OF \$64,819 – MR. ALAN**
35 **FARNES**

36 Mr. Farnes stated the two new trucks were purchased previously and ordered and now the
37 service bodies need to be purchased to put on them. Although Semi Service has the state bid for
38 service bodies, they were not the low bidder, and the beds from Mountain States Industrial Supply
39 meet the Department’s needs. Councilwoman Holbrook made a motion approve the purchase and
40 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,
41 Higginson, Holbrook, Knight and Pitt voting “aye”.
42

43 **CONSIDER APPROVAL OF VOLUNTARILY REDUCING OUR POWER PLANT**
44 **POTENTIAL TO EMIT NO_x FROM 100 TONS PER YEAR TO 69 TONS PER YEAR – MR.**
45 **ALAN FARNES**

1 Mr. Farnes informed the Council of a letter received from the Division of Air Quality (DAQ)
2 informing us that the DAQ has begun work on a serious area attainment control plan. The first option
3 is to voluntarily reduce our potential to emit from 100 tons per year to 69 tons per year. The second
4 option is to identify and evaluate all applicable emission control measures and techniques available
5 for all three generation units. With the removal of our internal combustion generation units the
6 option to voluntarily reduce our power plant potential to emit NOx from 100 tons per year to 69 tons
7 per year has become a reasonable choice. The new natural gas turbines have much lower emission
8 levels and would still be available for operation most of the year. Option one will not require any
9 investment at this time. The Council asked questions regarding peak loads and if we reduce our load
10 will another city pick up the remainder. Mr. Farnes replied that under peak load, we only emit about
11 5 tons total and the DAQ needs to identify who can use/pick up additional usage. The Council agreed
12 that putting in the gas turbines was a wise choice and we are the most efficient city-run power
13 department in the state. Councilman Higginson made a motion to approve the voluntary reduction
14 and Councilwoman Holbrook seconded the motion. Voting was unanimous with Councilpersons
15 Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

16
17 **CONSIDER APPROVAL OF THE BID FROM E.T. TECHNOLOGIES TO CLOSE THE**
18 **PLANT FUEL TANK IN THE AMOUNT OF \$38,082 – MR. ALAN FARNES**

19 Mr. Farnes stated that all of the internal combustion generation units have been taken out of
20 service and all but one has been removed from the site. Due to the existing equipment, a retaining
21 wall, and underground gas and power lines in close proximity to the underground storage tanks, the
22 Department has decided to close the tanks in place rather than removing them. This is a process that
23 is monitored and certified by the State of Utah. There is money budgeted this year to take care of the
24 closure of these tanks and the closure should be taken care of this spring. Councilwoman Holbrook
25 made a motion to approve the bid and Councilman Higginson seconded the motion. Voting was
26 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

27
28 **CONSIDER APPROVAL OF THE PURCHASE OF FOUR PUMPS AND FOUR MOTORS**
29 **FROM NICKERSON COMPANY IN THE AMOUNT OF \$67,191, AND THREE CONTROL**
30 **PANELS FROM ELECTRO POWER UTAH AND INSTALLATION FROM ID ELECTRIC**
31 **IN THE AMOUNT OF \$37,192 – MR. BRETT EGGETT**

32 Mr. Eggett stated that included in the 2016-17 budget, funds were available to replace a
33 pump, motor and control panel at the Barton Creek pump station, and to replace two pumps, two
34 motors and two control panels at our Stoneridge pump station. We also have the need to replace a
35 pump and motor at our 3100 South pump station. The Barton Creek and Stoneridge projects are
36 scheduled replacements reflected in our 10 year capital plan. The 3100 South project is an unforeseen
37 failure and will be paid for out of the budgeted contingency fund. Councilman Pitt made a motion to
38 approve the purchases and Councilwoman Harris seconded the motion. Voting was unanimous with
39 Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

40
41 **CONSIDER APPROVAL OF AWARDING HOGAN CONSTRUCTION THE CONTRACT**
42 **FOR CM/GC SERVICES FOR THE MUELLER PARK WATER TREATMENT PLANT**
43 **UPGRADE PROJECT – MR. PAUL ROWLAND**

44 In late December, the Engineering Department, along with JUB Engineers, consultant, issued
45 a formal RFP which invited local contractors to submit proposals for the Mueller Park Water
46 Treatment Plant upgrade project. Of the fifteen companies that attended the mandatory pre-submittal

1 meeting, 9 delivered proposals. On Tuesday, February 21, two groups presented to the selection
2 committee and after deliberation following the two very professional presentations, the selection
3 committee is now making a recommendation to award the contract for the update and modification of
4 the Mueller Park Water Treatment Plant to Hogan Construction. Councilwoman Harris asked what
5 the life expectancy of the plant is. Mr. Rowland replied about 30 years, which is now past.
6 Councilwoman Harris made a motion to approve the contract and Councilman Higginson seconded
7 the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and
8 Pitt voting “aye”.

9
10 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 325 MAXINE CIRCLE AND**
11 **AUTHORIZING THE MAYOR TO SIGN THE RELEASE DOCUMENT – MR. PAUL**
12 **ROWLAND**

13 The Council will recall that several weeks ago, approval was given for the sale of the
14 undeveloped/unused portion of the Lewis Park property just south of the upper soccer field and
15 adjacent to the lot at 325 Maxine Circle to Perry Homes. The same thing happened when a similar
16 parcel was sold to the neighbor to the east. This easement needs to be released, just as the one
17 next door was. Councilman Higginson made a motion to approve the contract and Councilwoman
18 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
19 Holbrook, Knight and Pitt voting “aye”.

20
21 **CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE INTERLOCAL**
22 **COOPERATION AGREEMENT FOR ANIMAL CONTROL SERVICES FROM DAVIS**
23 **COUNTY – CHIEF TOM ROSS**

24 Chief Ross stated that in 2016, Bountiful City and Davis County entered into an Interlocal
25 Cooperation Agreement for Animal Services. The County and each city will each fund the capital
26 reserve in a 50/50 cost sharing plan in annual assessments of 20% of the amount needed to complete
27 funding of the \$562,000 fund balance within the five year period. This Amendment No. 1 to the
28 Interlocal Agreement is in line with the agreement reached in 2016. Councilman Knight made a
29 motion to approve the amendment and Councilman Higginson seconded the motion. Voting was
30 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

31
32 **CONSIDER APPROVAL OF RESOLUTION 2017-03 AUTHORIZING A FRANCHISE**
33 **AGREEMENT WITH FIRST DIGITAL TELECOM – MR. CLINT DRAKE**

34 Mr. Drake informed the Council that First Digital Telecom LLC provides telecommunication
35 transmission services and wishes to provide these services to commercial customers in Bountiful
36 City. First Digital intends to provide these services through a telecom fiber network that will utilize
37 UDOT conduit already located in the ground. First Digital desires to provide services in the areas of
38 the Performance Ford and Honda dealerships just off 1875 South and the Deseret First Credit Union
39 on Main Street. Councilman Higginson asked why the names of the customers where specified and
40 are the lines only available to those customers. Mr. Drake replied that the agreement allows First
41 Digital to expand, but just to serve these specific clients, possibly a few residential customers in the
42 future. Councilman Higginson made a motion to approve Resolution 2017-03 and Councilman
43 Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
44 Holbrook, Knight and Pitt voting “aye”.

1 Councilman Higginson made a motion to adjourn the regular session of City Council and
2 Councilwoman Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris,
3 Higginson, Holbrook, Knight and Pitt voting “aye”. The regular session of City Council was
4 adjourned at 8:00 p.m.

Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
February 20 & 27 and March 6 & 13, 2017

Author: Tyson Beck, Finance Director

Department: Finance

Date: March 15, 2017



Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.00.

Payments for invoices affecting only revenue or balance sheet accounts are not included. Such payments include: those to acquire additions to inventories, salaries and wages, the remittance of payroll withholdings and taxes, employee benefits, utility deposits, construction retention, customer credit balance refunds, and performance bond refunds. Credit memos or return amounts are also not included.

Analysis

Unless otherwise noted and approved in advance, all expenditures are included in the current budget. Answers to questions or further research can be provided upon request.

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid February 20 & 27 and March 6 & 13, 2017.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid February 20, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2689	JB TIRE	Landfill	57.5700.425000.	Equip Supplies & Maint	1,202.50	195000	26689	Replaced Tires
8468	MACDONALD EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,224.79	195012	C57067	Spinner Shaft & Bearings
4979	GOVCONNECTION, INC.	Police	10.4210.445100.	Public Safety Supplies	1,243.20	194981	54520555	Hp Office Jet Printer
1602	CDW GOVERNMENT, INC.	Computer Maintenance	61.6100.429300.	Computer Hardware	1,439.85	194963	GTT6249	SSD Hard Drives
3271	NETWIZE	Information Technology	10.4136.425000.	Equip Supplies & Maint	1,486.48	195025	29638	Hard Drives- CAD Server
3351	OFFICE OF RECOVERY SERV	GENERAL FUND	10.0000.223181.	Child Support Payable	1,533.16	195027	02202017	PPE 02/11/2017
2576	ICMA-ROTH IRA	GENERAL FUND	10.0000.223165.	ICMA 457 & Roth IRA Payable	1,847.71	194994	02202017	PPE 02/11/2017
4411	UTAH STATE RETIREMENT	GENERAL FUND	10.0000.223166.	Utah St Disability Payable	2,180.13	195054	02202017	PPE 02/11/2017
2577	ICMA-457	GENERAL FUND	10.0000.223165.	ICMA 457 & Roth IRA Payable	2,399.90	194993	02202017	PPE 02/11/2017
2349	GREEN LIGHT BOOKING	Legislative	10.4110.492080.	Community Events-BntflComServC	2,750.00	194983	02212017	Performance Deposit- Roy Rivers Trio on Aug 4 2017
3559	PRIME SYSTEMS INC	Computer Maintenance	61.6100.429200.	Computer Software	2,879.00	195035	212989	AVG Anti-virus Renewal 2yr
4051	STATE OF UTAH	Light & Power	53.5300.448628.	Pineview Hydro	2,899.35	195046	02012017	2017 Annual Water Fees// Acct # 101498
3271	NETWIZE	Information Technology	45.4136.474500.	Machinery & Equipment	3,713.36	195025	29400	Network Upgrade
3240	NATIONAL BENEFIT SERV	GENERAL FUND	10.0000.223101.	Flex Spending Acct Payable	4,636.34	195024	02202017	PPE 02/11/2017
4574	WHEELER MACHINERY CO	Landfill	57.5700.425000.	Equip Supplies & Maint	6,507.41	195057	SS000124852	Engine Repair
2967	LOVELAND LANDSCAPE	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	8,125.00	195009	19106	Landscaping
2987	M.C. GREEN & SONS INC	Water	51.0000.256000.	Const Retention Payable	9,071.96	195011	3437	Pym #4// Creekside Assisted Living
2575	ICMA-401K	GENERAL FUND	10.0000.223161.	ICMA 401k Payable	12,823.65	194992	02202017	PPE 02/11/2017
2987	M.C. GREEN & SONS INC	Water	51.0000.256000.	Const Retention Payable	25,661.00	195011	3436	Release of Retention on 400 N 500 W to Main St
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100.	Buildings	29,163.88	194999	0106612	Bountiful Water Treatment Plant Project 83-16-044
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	29,942.66	194958	23783	Road Salt
3584	PUBLIC EMPLOYEE HEAL	GENERAL FUND	10.0000.223104.	PEHP Medical Payable	72,032.40	195037	0121990556	01/17 Premium Payment
3200	MOUNTAIN WEST TRUCK	Streets	45.4410.474500.	Machinery & Equipment	102,635.00	195020	17-006M	10 Wheel Dump Truck// Vin# 1M2AX07C9JM037148
3200	MOUNTAIN WEST TRUCK	Streets	45.4410.474500.	Machinery & Equipment	102,635.00	195021	17-014m	10 Wheel Dump Truck//Vin# 1M2AX07C0JM037149
TOTAL:					430,033.73			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid February 27, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	
7666	AMERICAN CHILLER MECH	Legislative	10.4110.426050.	Bldg/Grnds Maint - Stoker	\$ 2,472.62	195064	8541	Stoker, service call and repair	
8548	AMETEK POWER INSTRUMENTS	Light & Power	53.5300.448627.	Echo Hyrdo	2,504.87	195065	10066957	Isolating Transmitter	
1164	ANIXTER, INC.	Light & Power	53.5300.448632.	Distribution	1,279.35	195066	3466823-00	Cutouts 24" Brackets/ Tape/ Insul Pins	
1164	ANIXTER, INC.	Light & Power	53.5300.448636.	Special Equipment	4,148.00	195066	3473059-00	Harness Lifelines	
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	6,653.80	195067	73258	Patching	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,114.27	195068	56X95017	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	195068	56X94917	Tree Trimming	
1230	AUTOMATED ACCOUNTING	Light & Power	53.5300.431000.	Profess & Tech Services	1,468.75	195069	16189	ACCPAC Inventory	
1372	BLACK CLOVER, LLC	Golf Course	55.5500.448240.	Items Purchased - Resale	1,224.03	195071	73625	Golf Hats	
1428	BOUNTIFUL IRRIGATION	Water	51.5100.431000.	Profess & Tech Services	3,000.00	195072	03-1937	Storage	
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,808.70	195073	23847	Road Salt	
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale	1,159.14	195075	927461649	Clubs	
1555	CALLAWAY GOLF	Golf Course	55.5500.448220.	Pro Shop Misc Supplies	1,467.75	195075	927470016	Rental Clubs	
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale	1,511.93	195075	927473832	Golf Hats	
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale	1,570.81	195075	927470011	Clubs	
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale	2,558.16	195075	927467212	Golf Balls	
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	195080	02222017	Acct # 801-578-0401 452B	
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	11,949.45	195097	69444	Design SW Sunstation	
2462	HENRIKSEN/BUTLER	Police	10.4210.445100.	Public Safety Supplies	2,158.74	195104	55928	Department Chairs	
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,253.11	195119	344201	Gravel	
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,563.61	195119	344167	Gravel	
2937	LEWIS, YOUNG,	Debt Service	30.4710.483000.	SID Administration Fees	1,940.00	195124	2017-0012A	Annual Admin Fees	
3018	MARQUEE BODY & PAINT	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	11,765.90	195126	02272017	Claim on Vehicle Accident with Police	
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448650.	Meters	7,755.57	195129	S102096096.001	Metering	
3321	NORTHERN POWER EQUIP	Light & Power	53.5300.424002.	Office & Warehouse	1,087.00	195132	49428	1870' #2 OH Triple Wire/ Copper H Taps	
3365	OLD DOMINION BRUSH	Storm Water	49.4900.425000.	Equip Supplies & Maint	3,880.92	195134	0101467-IN	Hex Nuts/ Short Broom/ Gutter Broom/ Main Broom	
3431	PAUL'S SALES & SERVICs	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,414.90	195135	4146	Engine Repair	
3633	RADWELL INTERNATIONAL	Light & Power	53.5300.448628.	Pineview Hydro	1,248.00	195141	INV2736291	Repair Power Supply	
5358	STOTZ EQUIPMENT	Parks	45.4510.474500.	Machinery & Equipment	18,421.32	195160	E02628	Snowblower/ Aerator/ NSL Loader/ Base Hard Cab	
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	2,522.39	195164	903640833	Golf Men's Wear	
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	8,617.23	195164	903623402	Golf Balls	
4229	TOM RANDALL DIST. CO	Landfill	57.5700.425000.	Equip Supplies & Maint	1,530.20	195165	0254417	Lubricants and Oil	
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	16,699.97	195165	0254373	Fuel	
5442	TRAVISMATHEW, LLC	Golf Course	55.5500.448240.	Items Purchased - Resale	1,506.39	195166	3243783	Men's Golf Wear	
5000	U.S. BANK CORPORATE	Legislative	10.4110.461000.	Miscellaneous Expense	1,073.96	195168	02102017GH	Acct # - 8851	
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	1,123.05	195168	02102017EB	Acct # - 8851	
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	1,211.49	195168	02102017TK	Acct # - 8851	
5000	U.S. BANK CORPORATE	Light & Power	53.5300.445201.	Safety Equipment	1,545.50	195168	02102017AJ	Acct # - 8851	
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	2,043.25	195168	02102017GH	Acct # - 8851	
5000	U.S. BANK CORPORATE	Planning	10.4610.423000.	Travel & Training	2,318.80	195168	02102017CW	Acct # - 8851	
5000	U.S. BANK CORPORATE	Light & Power	53.5300.429300.	Computer	3,276.64	195168	02102017AJ	Acct # - 8851	
4307	UNITED SERVICE & SAL	Parks	10.4510.425000.	Equip Supplies & Maint	1,099.92	195170	555986	Mower Parts	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,291.48	195172	02242017	February 2017 Power Resources	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448628.	Pineview Hydro	3,150.53	195172	02242017	February 2017 Power Resources	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	148,184.66	195172	02242017	February 2017 Power Resources	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	371,152.46	195172	02242017	February 2017 Power Resources	
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	591,612.59	195172	02242017	February 2017 Power Resources	
4357	UTAH COMMUNICATIONS	Police	10.4210.425200.	Communication Equip Maint	2,394.75	195173	63379	January 2017 Radio Service	
4453	VICAR INC	Streets	10.4410.425000.	Equip Supplies & Maint	1,715.16	195175	1270380020	Leaf Springs for S.D.M.F.	
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	195181	98971	Janitorial Cleaning for December 2016	
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	195181	99104	Janitorial Services for January 2017	
TOTAL:					<u>\$ 1,297,959.97</u>				

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid March 6, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$ 32,443.65	195185	03012017	Recycling Fees for Feb 2017
1044	ADVANCED TRAINING SYSTEM	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,560.00	195186	12002	Flexible Ballistic Curtains
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	195192	57096917	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	195192	57097017	Tree Trimming
6652	BALLINGHAM GOLF & TURF	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	2,356.25	195193	19568	Unipar BB Sand
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	30,702.65	195198	24023	Road Salt
2141	FARWEST LINE SPECIAL	Light & Power	53.5300.448632.	Distribution	2,518.00	195214	226921	Apprentice Tools
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,268.00	195220	12061	Heritage Actiom
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423000.	Travel & Training	2,440.63	195228	03022017	APPA L&R Mtgs
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,255.66	195233	78050	Yoke & Bearing// Hyd Cylinder
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,343.48	195233	78757	Lift Cylinder
5429	PERFORMANCE FORD LINCOLN	Sanitation	58.5800.474600.	Vehicles	19,374.00	195246	Deal# 130719	Vin# HKC86363
5429	PERFORMANCE FORD LINCOLN	Police	45.4210.474500.	Machinery & Equipment	56,112.00	195246	Deal#130714 & 130712	Purchase of Vin# HGC07384 & Vin# HGC07385
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities	1,166.93	195253	03022017E	Acct # 2493910000
5281	QUESTAR GAS COMPANY	Sanitation	58.5800.427000.	Utilities	1,266.73	195253	03022017F	Acct # 2893910000
5281	QUESTAR GAS COMPANY	Water	51.5100.427000.	Utilities	1,481.51	195253	03022017A	Acct # 9591363682
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities	1,532.70	195253	03022017G	Acct # 3893910000
3633	RADWELL INTERNATIONAL	Light & Power	53.5300.448628.	Pineview Hydro	1,007.60	195254	INV2744540	Control Analog
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	18,751.63	195264	0254881	Fuel
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	195271	9780828378	Acct # 771440923-00001
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	195273	99252	Janitorial Services for Aug 2016
TOTAL:					<u>\$ 189,819.81</u>			

**Expenditure Report for Invoices >\$1,000.00
Paid March 13, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.448632.	Distribution	\$ 4,690.57	195275	114427IN	10' Arms
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.448632.	Distribution	7,065.80	195275	114370IN	10' Tangent Arms
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.448630.	Transmission	8,212.33	195275	114428-00IN	Armor Rod Insulators/ Clamps & Bolts
1165	ANTIGUA GROUP, INC.	Golf Course	55.5500.448240.	Items Purchased - Resale	2,120.62	195277	AIN-0198827	Men's Golf Wear
1212	ASPLUNDH TREE EXPERTS	Light & Power	53.5300.448632.	Distribution	3,341.26	195278	58G72717	Tree Trimming
1212	ASPLUNDH TREE EXPERTS	Light & Power	53.5300.448632.	Distribution	4,086.19	195278	58G72617	Tree Trimming
8611	DITCH WITCH OF THE	Water	51.5100.474500.	Machinery & Equipment	44,132.59	195314	E00005	Ditch Witch Vacuum
2027	EASTERN PACIFIC APPA	Golf Course	55.5500.448240.	Items Purchased - Resale	1,807.00	195317	571007	Ladies Golf Wear
2098	ERM-WEST, INC.	Landfill	57.5700.431300.	Environmental Monitoring	4,453.21	195320	19258	Project# 0386162// 106WE 16Landfill 5yrArsneicGWPS
2126	FAIRBANKS SCALES	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,291.00	195321	1322699	Service Call and Inspection
2271	GEAR FOR SPORTS, INC	Golf Course	55.5500.448240.	Items Purchased - Resale	1,235.27	195331	41286937	Men's Golf Wear
2562	HYDRO SPECIALTIES CO	Water	51.5100.448000.	Operating Supplies	2,313.29	195339	19174	Exctor Nozzles/ Pressure Unit
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	4,248.02	195339	19200	ERT's Metering
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100.	Buildings	30,402.39	195345	0107080	Project #83-16-004 Bnft Water Treatment Plant
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	195346	SLC03170188	Custodial Services
2931	LES OLSON COMPANY	Water	51.5100.426000.	Bldg & Grnd Suppl & Maint	1,180.00	195356	EA702039	Copier Maint.// Cust # 01-BOUCI
3200	MOUNTAIN WEST TRUCK	Water	51.5100.474500.	Machinery & Equipment	106,709.00	195364	17-082	Dump Truck// Vin # 1M2AX07C9JM037764
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,893.19	195365	S102107160.001	Parts
3280	NEWMAN TRAFFIC SIGNS	Streets	10.4410.441300.	Street Signs	1,884.00	195369	TI-0307150	Stop Signs
3541	PRECISION CONCRETE	Streets	10.4410.473400.	Concrete Repairs	51,467.71	195376	17016	Concrete Cutting
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.424002.	Office & Warehouse	1,044.37	195380	03022017	Acct # 1067495449
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448613.	Plant	1,164.23	195380	03022017	Acct # 1067495449
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities	2,072.71	195380	03032017	Acct # 3401140000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611.	Natural Gas	10,160.96	195380	03032017E	Acct # 6056810000
5167	SALT LAKE VALLEY-CDJ	Water	51.5100.474600.	Vehicles	28,189.00	195389	1700380	2017 Ram 1500 Vin # 1C6RR7ST6HS655929
5167	SALT LAKE VALLEY-CDJ	Water	51.5100.474600.	Vehicles	29,251.00	195390	1700410	2017 Ram 1500 Vin# 1C6RR7ST5HS673306
5167	SALT LAKE VALLEY-CDJ	Water	51.5100.474600.	Vehicles	29,849.00	195391	1700390	2017 Ram 2500 Vin# 3C6TR5HT9HG634453
3982	SOUTH DAVIS METRO FIRE	Streets	10.4410.411000.	Salaries - Perm Employees	3,700.00	195395	03092017	Reimbursed for WO#2431 was not able to complete
4051	STATE OF UTAH	Light & Power	53.5300.448627.	Echo Hyrdo	4,979.71	195406	03072017	2017 Assessment
4143	TAYLOR MADE-ADIDAS	Golf Course	55.5500.448240.	Items Purchased - Resale	1,016.71	195408	32232667	Golf Shoes
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,333.00	195409	1409652	Chlorine
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	1,336.76	195410	903684585	Golf Bags
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	4,310.83	195410	903655161	Golf GLoes
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	5,674.70	195410	903655162	Golf Shoes
4229	TOM RANDALL DIST. CO	Storm Water	49.4900.448000.	Operating Supplies	1,038.00	195412	0255242	New Grease & Dispenser
8518	VCBO ARCHITECTURE	Legislative	45.4110.472100.	Buildings	26,424.50	195422	3	Bountiful City Center Plaza and City Hall
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,390.62	195423	9781219206	Acct # 371517689-0001
8325	WESTERN WATER WORKS	Water	51.5100.448400.	Dist System Repair & Maint	1,087.80	195429	445323-00	Meter Boxes
4574	WHEELER MACHINERY CO	Landfill	57.5700.425000.	Equip Supplies & Maint	1,230.00	195430	SS000127676	Parts and Service
TOTAL:					<u>\$ 441,562.34</u>			

City Council Staff Report

Subject: January 2017 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: March 28, 2017



Background

These reports include summary revenue, expense, and budget information for all of the City's funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure/expense reports are provided that give comparative revenue and expenditure/expense data for January 2017 to the past three fiscal YTD periods through each respective January.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2017 budget portion of these reports is the originally adopted FY2017 budget, approved by the City Council in June of 2016.

Recommendation

Council should review the attached revenue, expense, and budget reports.

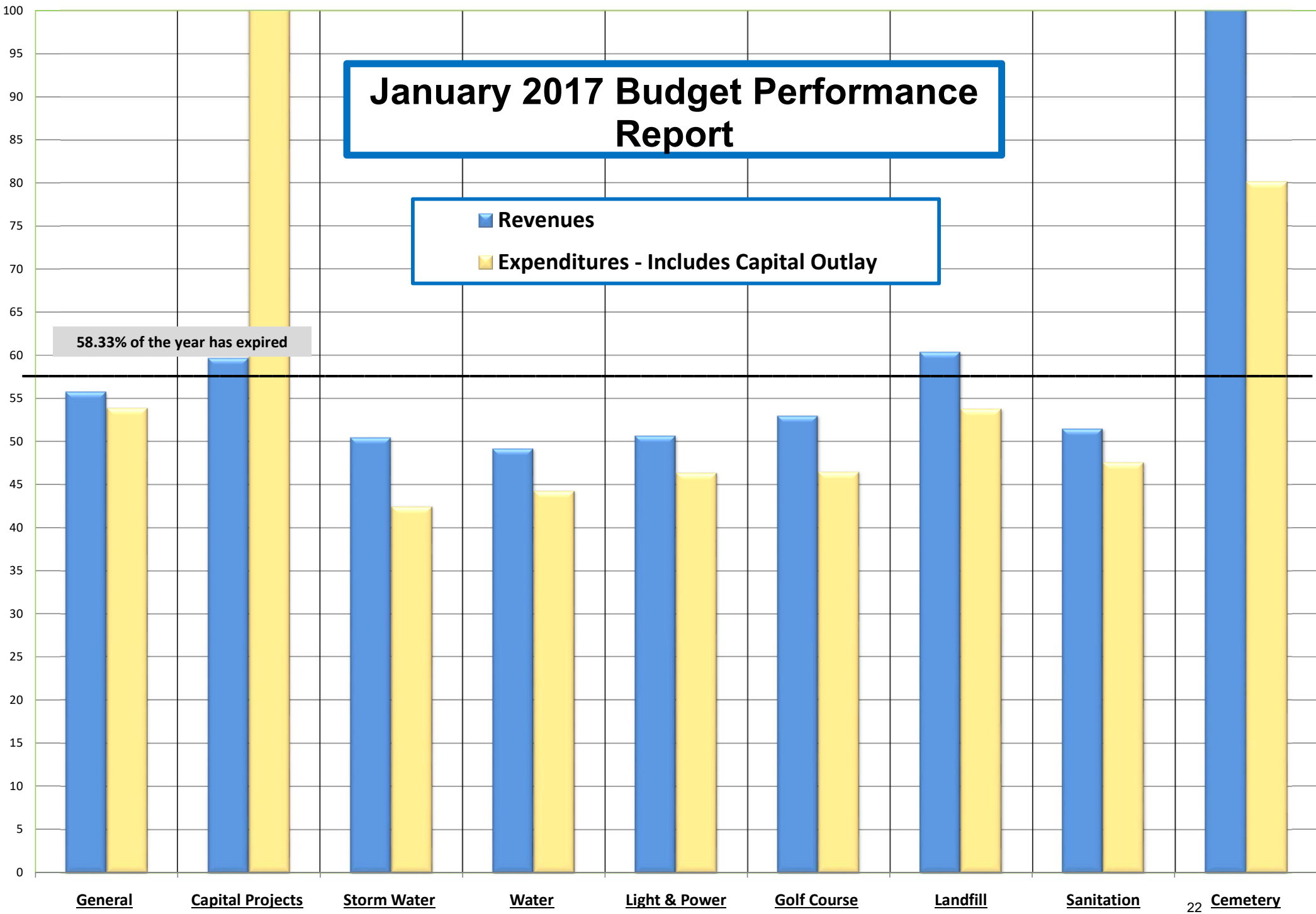
Attachments

- January 2017 Fiscal YTD Revenue & Expense Report – FY2017

January 2017 Budget Performance Report

■ Revenues
■ Expenditures - Includes Capital Outlay

58.33% of the year has expired



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City of Bountiful, UT
JANUARY 2017 YTD REVENUES - FY2017

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FOR 2017 07

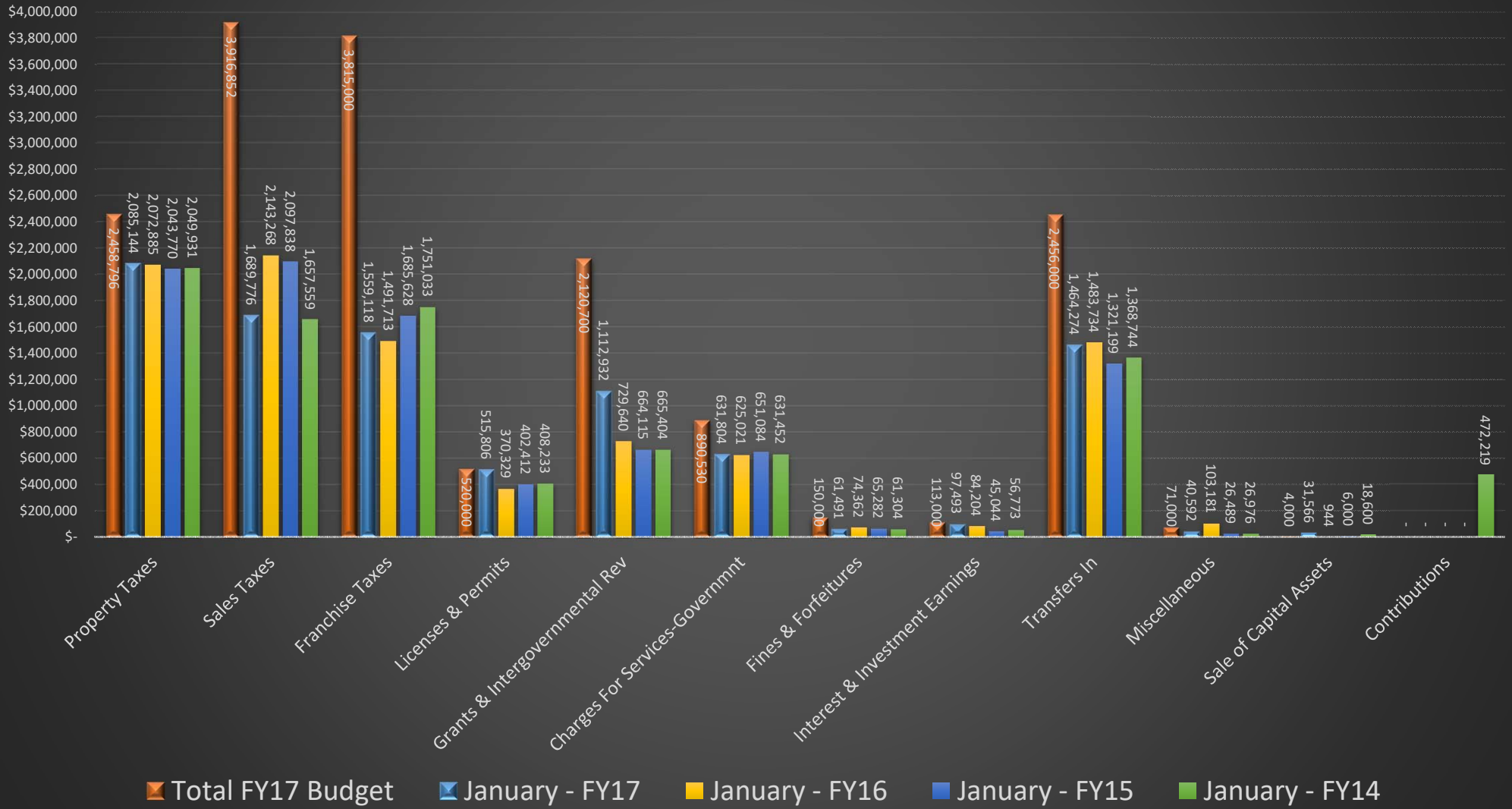
JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,629,878	-16,629,878	-9,289,997.03	-1,714,264.93	.00	-7,339,880.97	55.9%
30 DEBT SERVICE	-248,900	-248,900	-355.45	4.72	.00	-248,544.55	.1%
44 MUNICIPAL BUILDING AUTHORITY	-208,777	-208,777	-170,827.77	-120.64	.00	-37,949.23	81.8%
45 CAPITAL IMPROVEMENT	-6,373,560	-6,373,560	-3,808,288.42	-264,194.50	.00	-2,565,271.58	59.8%
48 RECYCLING	-418,250	-418,250	-207,693.46	-35,023.11	.00	-210,556.54	49.7%
49 STORM WATER	-1,375,404	-1,375,404	-696,020.16	-117,107.65	.00	-679,383.84	50.6%
51 WATER	-5,314,960	-5,314,960	-2,622,611.59	-312,541.87	.00	-2,692,348.41	49.3%
53 LIGHT & POWER	-29,670,903	-29,670,903	-15,074,800.50	-2,460,227.15	.00	-14,596,102.50	50.8%
55 GOLF COURSE	-1,614,578	-1,614,578	-857,316.00	-8,179.72	.00	-757,262.00	53.1%
57 LANDFILL	-1,224,964	-1,224,964	-740,999.16	-78,877.18	.00	-483,964.84	60.5%
58 SANITATION	-1,016,572	-1,016,572	-524,407.45	-89,293.03	.00	-492,164.55	51.6%
59 CEMETERY	-499,252	-499,252	-4,348,288.43	-33,988.37	.00	3,849,036.43	871.0%
61 COMPUTER MAINTENANCE	-38,619	-38,619	-38,634.15	-35.47	.00	15.15	100.0%
63 LIABILITY INSURANCE	-528,054	-528,054	-364,827.58	-2,007.20	.00	-163,226.42	69.1%
64 WORKERS' COMP INSURANCE	-278,836	-278,836	-150,470.75	-20,874.58	.00	-128,365.25	54.0%
72 RDA REVOLVING LOAN FUND	-294,945	-294,945	-553,703.01	-28,423.24	.00	258,758.01	187.7%
73 REDEVELOPMENT AGENCY	-3,117,953	-3,117,953	-25,319.11	-3,548.31	.00	-3,092,633.89	.8%
74 CEMETERY PERPETUAL CARE	0	0	-28,198.58	-3,320.85	.00	28,198.58	100.0%
78 LANDFILL TRUST	0	0	-5,203.83	-823.88	.00	5,203.83	100.0%
83 RAP TAX	-451,000	-451,000	-210,326.58	-39,139.23	.00	-240,673.42	46.6%
92 OPEB TRUST	0	0	-2,744.03	-1,435.32	.00	2,744.03	100.0%
99 INVESTMENT	0	0	402,524.94	-23,489.29	.00	-402,524.94	100.0%
GRAND TOTAL	-69,305,405	-69,305,405	-39,318,508.10	-5,236,910.80	.00	-29,986,896.90	56.7%

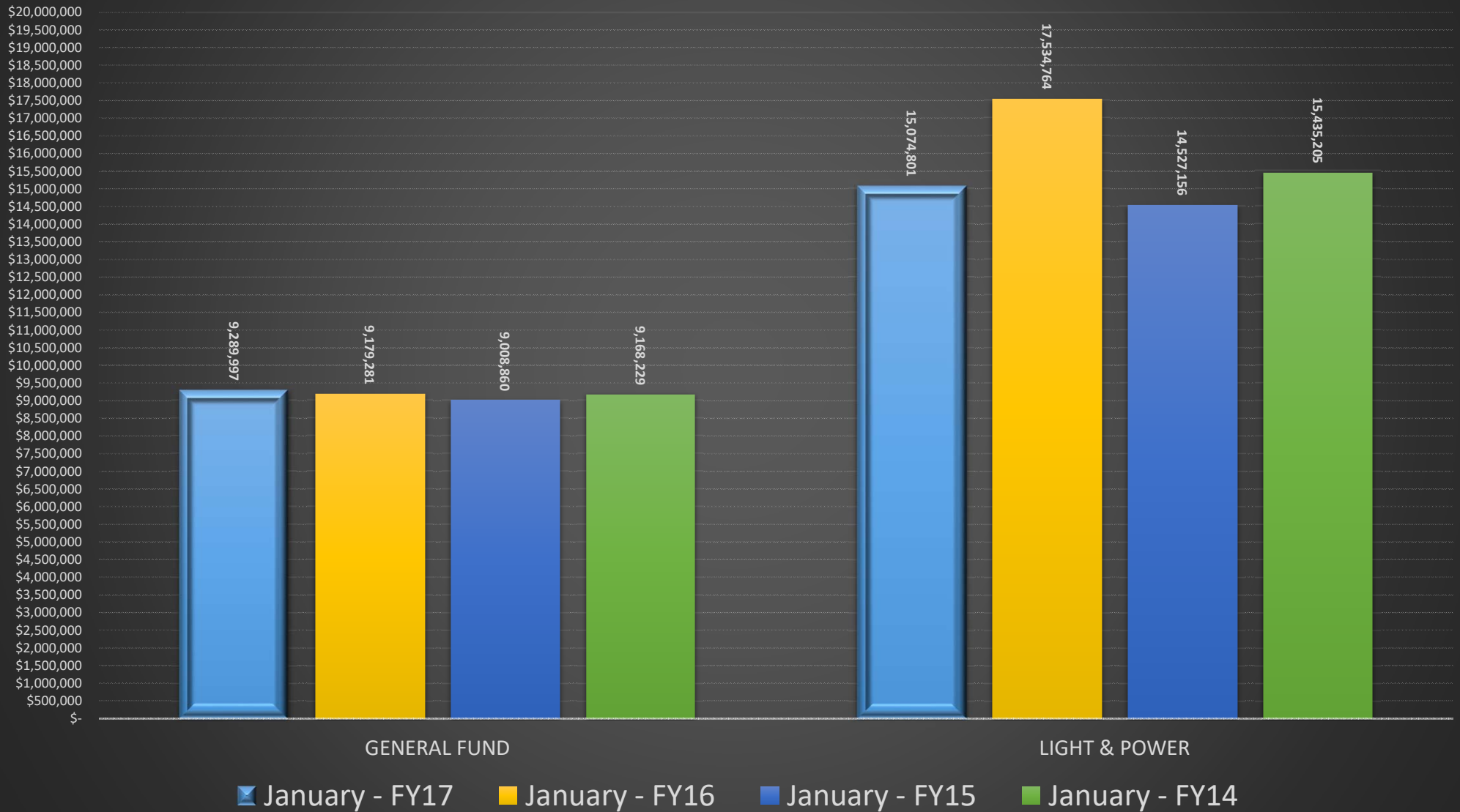
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General Fund Detailed Revenues

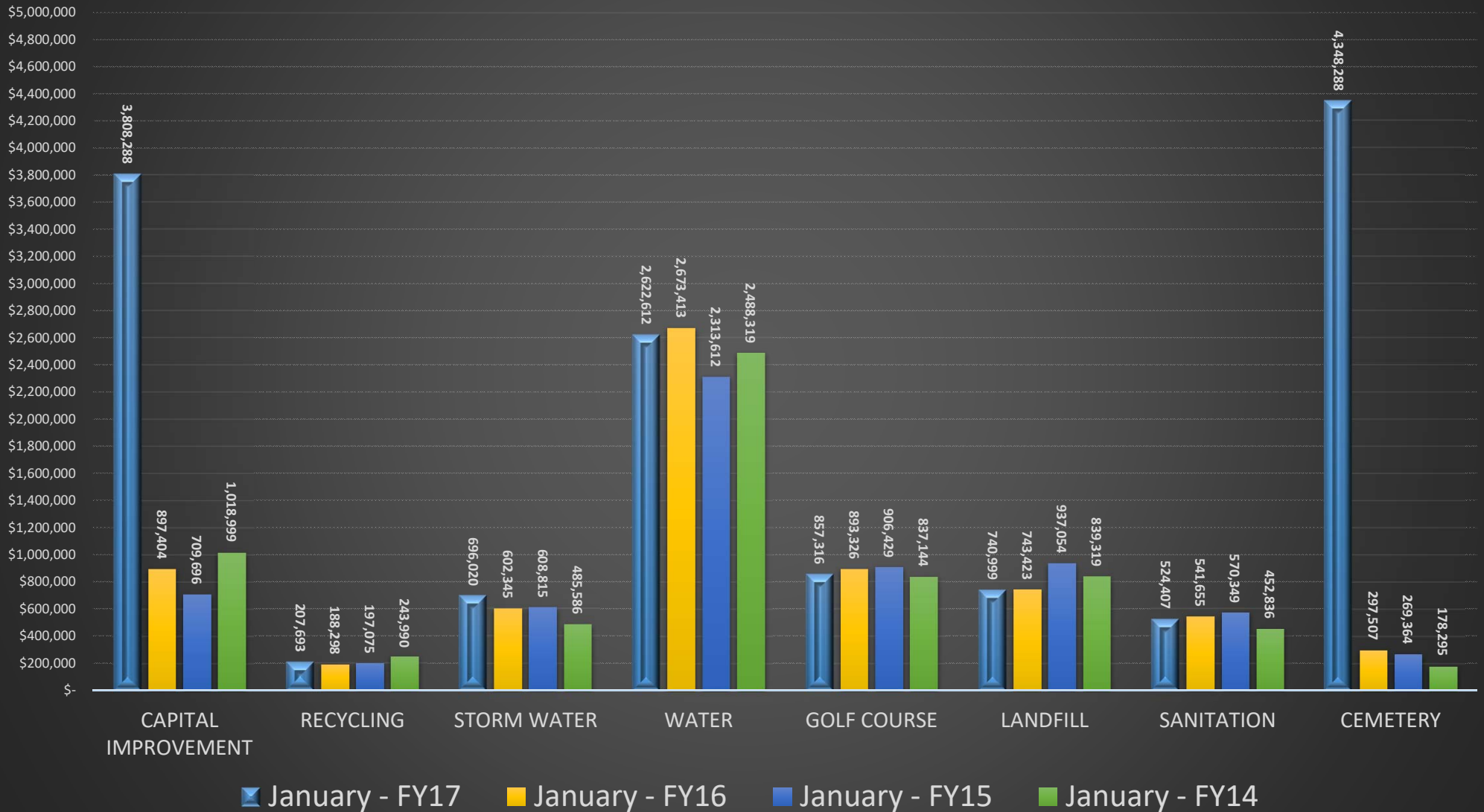
Fiscal Year 2017 Through January Compared to The 2017 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years



January 2017 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



January 2017 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
JANUARY 2017 YTD EXPENSES - FY2017

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FOR 2017 07

JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative	646,469	646,469	298,414.48	33,854.64	.00	348,054.52	46.2%
4120 Legal	457,235	457,235	155,808.88	20,155.78	.00	301,426.12	34.1%
4130 Executive	168,967	168,967	80,568.93	10,650.11	.00	88,398.07	47.7%
4134 Human Resources	133,664	133,664	71,908.54	9,035.48	.00	61,755.46	53.8%
4136 Information Technology	400,586	400,586	223,657.19	30,970.70	.00	176,928.81	55.8%
4140 Finance	403,479	403,479	214,926.42	27,914.79	.00	188,552.58	53.3%
4143 Treasury	295,694	295,694	161,945.21	56,374.54	.00	133,748.79	54.8%
4160 Government Buildings	131,695	131,695	62,492.25	10,207.31	.00	69,202.75	47.5%
4210 Police	5,961,923	5,961,923	3,027,316.16	439,626.96	.00	2,934,606.84	50.8%
4215 Reserve Officers	43,562	43,562	3,362.47	558.27	.00	40,199.53	7.7%
4216 Crossing Guards	143,649	143,649	69,883.92	9,261.20	.00	73,765.08	48.6%
4217 PROS	314,723	314,723	181,588.59	25,988.13	.00	133,134.41	57.7%
4218 Liquor Control	51,700	51,700	15,144.29	2,138.86	.00	36,555.71	29.3%
4219 Enhanced 911	595,000	595,000	312,754.97	48,594.70	.00	282,245.03	52.6%
4220 Fire	2,098,000	2,098,000	1,553,030.34	517,676.78	.00	544,969.66	74.0%
4410 Streets	3,135,085	3,135,085	1,684,323.19	399,298.57	.00	1,450,761.81	53.7%
4450 Engineering	653,211	653,211	333,589.83	48,049.68	.00	319,621.17	51.1%
4510 Parks	914,287	914,287	496,854.49	60,565.05	.00	417,432.51	54.3%
4610 Planning	222,251	222,251	112,561.77	13,841.31	.00	109,689.23	50.6%
TOTAL GENERAL FUND	16,771,180	16,771,180	9,060,131.92	1,764,762.86	.00	7,711,048.08	54.0%
30 DEBT SERVICE							
4710 Debt Sevice	248,900	248,900	263,167.00	1,599.70	.00	-14,267.00	105.7%
TOTAL DEBT SERVICE	248,900	248,900	263,167.00	1,599.70	.00	-14,267.00	105.7%
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	208,777	208,777	249.04	7.68	.00	208,527.96	.1%
4400 Municipal Building Authority	0	0	650,000.00	.00	.00	-650,000.00	100.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	208,777	208,777	650,249.04	7.68	.00	-441,472.04	311.5%
45 CAPITAL IMPROVEMENT							

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City of Bountiful, UT
JANUARY 2017 YTD EXPENSES - FY2017

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FOR 2017 07

JOURNAL DETAIL 2017 1 TO 2017 13

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4100	Non-Departmental	0	0	10,241.45	1,428.83	.00	-10,241.45	100.0%
4110	Legislative	950,000	950,000	4,043,803.28	7,460.00	.00	-3,093,803.28	425.7%
4130	Executive	0	0	3,694.29	.00	.00	-3,694.29	100.0%
4136	Information Technology	55,000	55,000	21,756.73	.00	.00	33,243.27	39.6%
4160	Government Buildings	25,000	25,000	17,919.30	.00	.00	7,080.70	71.7%
4210	Police	532,000	532,000	157,446.46	79,858.62	.00	374,553.54	29.6%
4410	Streets	1,461,560	1,561,560	652,782.49	.00	.00	908,777.51	41.8%
4510	Parks	3,250,000	3,250,000	1,977,463.70	81,631.72	.00	1,272,536.30	60.8%
	TOTAL CAPITAL IMPROVEMENT	6,273,560	6,373,560	6,885,107.70	170,379.17	.00	-511,547.70	108.0%
<hr/>								
48	RECYCLING							
4800	Recycling	418,250	418,250	201,181.95	33,934.22	.00	217,068.05	48.1%
	TOTAL RECYCLING	418,250	418,250	201,181.95	33,934.22	.00	217,068.05	48.1%
<hr/>								
49	STORM WATER							
4900	Storm Water	1,375,403	1,375,403	586,417.28	64,148.66	.00	788,985.72	42.6%
	TOTAL STORM WATER	1,375,403	1,375,403	586,417.28	64,148.66	.00	788,985.72	42.6%
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51	WATER							
5100	Water	5,314,961	5,314,961	2,358,072.59	214,845.28	.00	2,956,888.41	44.4%
	TOTAL WATER	5,314,961	5,314,961	2,358,072.59	214,845.28	.00	2,956,888.41	44.4%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	29,670,903	29,670,903	13,805,657.46	2,167,190.07	.00	15,865,245.54	46.5%
	TOTAL LIGHT & POWER	29,670,903	29,670,903	13,805,657.46	2,167,190.07	.00	15,865,245.54	46.5%
<hr/>								
55	GOLF COURSE							

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City of Bountiful, UT
JANUARY 2017 YTD EXPENSES - FY2017

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FOR 2017 07		JOURNAL DETAIL 2017 1 TO 2017 13						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,614,577	1,614,577	752,514.73	102,544.07	.00	862,062.27	46.6%
	TOTAL GOLF COURSE	1,614,577	1,614,577	752,514.73	102,544.07	.00	862,062.27	46.6%
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57	LANDFILL							
5700	Landfill	1,224,964	1,224,964	660,597.81	74,812.98	.00	564,366.19	53.9%
	TOTAL LANDFILL	1,224,964	1,224,964	660,597.81	74,812.98	.00	564,366.19	53.9%
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58	SANITATION							
5800	Sanitation	1,016,572	1,016,572	484,510.19	55,717.99	.00	532,061.81	47.7%
	TOTAL SANITATION	1,016,572	1,016,572	484,510.19	55,717.99	.00	532,061.81	47.7%
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59	CEMETERY							
5900	Cemetery	499,253	499,253	400,284.35	35,484.30	.00	98,968.65	80.2%
	TOTAL CEMETERY	499,253	499,253	400,284.35	35,484.30	.00	98,968.65	80.2%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	38,619	38,619	15,392.38	6,843.16	.00	23,226.62	39.9%
	TOTAL COMPUTER MAINTENANCE	38,619	38,619	15,392.38	6,843.16	.00	23,226.62	39.9%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	528,052	528,052	420,026.14	21,040.22	.00	108,025.86	79.5%
	TOTAL LIABILITY INSURANCE	528,052	528,052	420,026.14	21,040.22	.00	108,025.86	79.5%
<hr/>								
64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
JANUARY 2017 YTD EXPENSES - FY2017

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FOR 2017 07

JOURNAL DETAIL 2017 1 TO 2017 13

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	278,838	278,838	141,936.22	13,970.58	.00	136,901.78	50.9%
	TOTAL WORKERS' COMP INSURANCE	278,838	278,838	141,936.22	13,970.58	.00	136,901.78	50.9%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	294,945	294,945	1,381.04	210.75	.00	293,563.96	.5%
	TOTAL RDA REVOLVING LOAN FUND	294,945	294,945	1,381.04	210.75	.00	293,563.96	.5%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,117,953	3,117,953	701,322.01	8,492.10	.00	2,416,630.99	22.5%
	TOTAL REDEVELOPMENT AGENCY	3,117,953	3,117,953	701,322.01	8,492.10	.00	2,416,630.99	22.5%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	1,458,373.75	17.89	.00	-1,458,373.75	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	1,458,373.75	17.89	.00	-1,458,373.75	100.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	451,000	451,000	21,041.76	27.74	.00	429,958.24	4.7%
	TOTAL RAP TAX	451,000	451,000	21,041.76	27.74	.00	429,958.24	4.7%
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91	GFAAG							
4210	Police	0	0	18,567.90	.00	.00	-18,567.90	100.0%
4220	Fire	0	0	2,336,192.99	.00	.00	-2,336,192.99	100.0%
	TOTAL GFAAG	0	0	2,354,760.89	.00	.00	-2,354,760.89	100.0%
<hr/>								
92	OPEB TRUST							

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City of Bountiful, UT
JANUARY 2017 YTD EXPENSES - FY2017

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FOR 2017 07

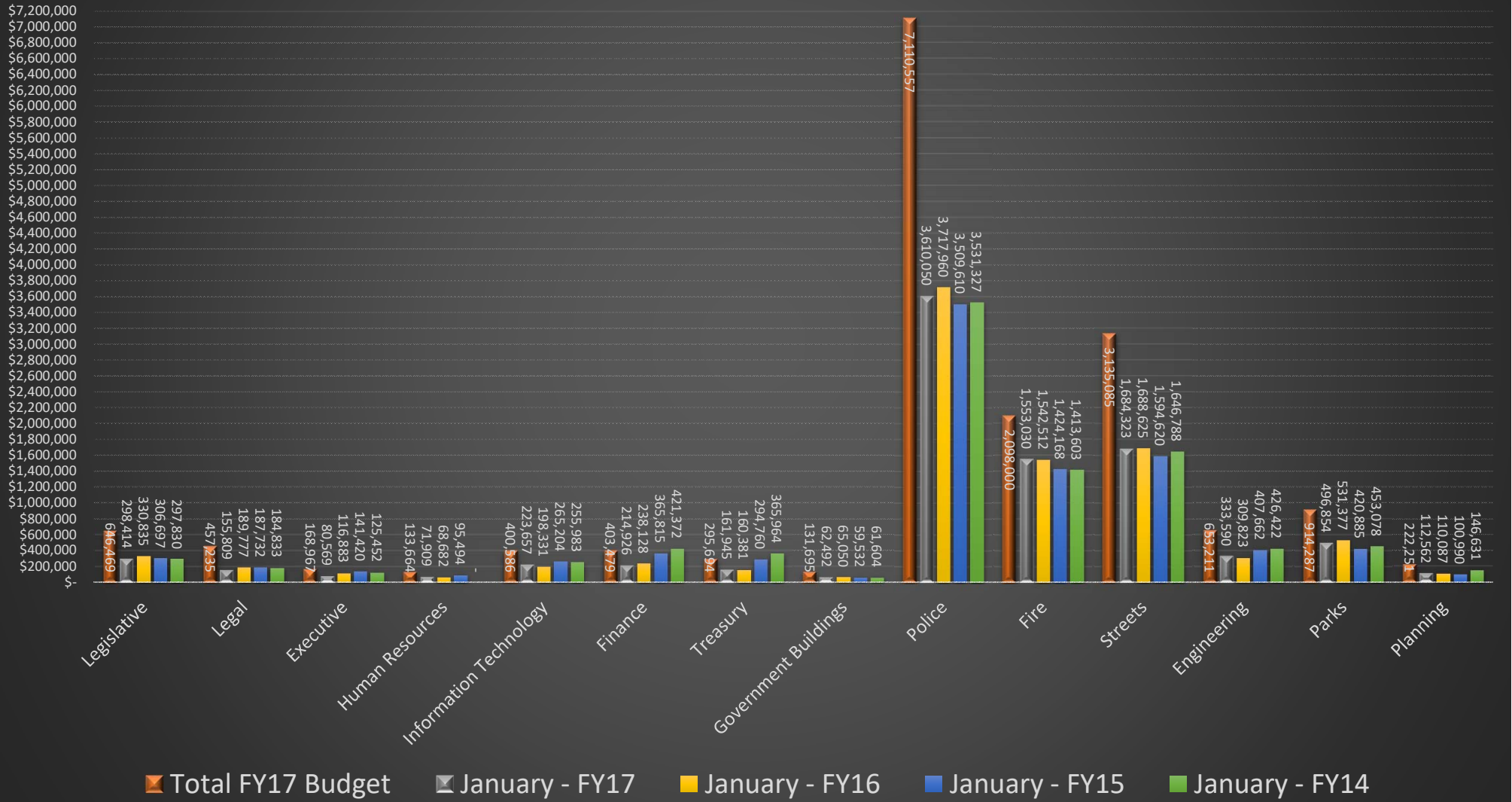
JOURNAL DETAIL 2017 1 TO 2017 13

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	42,120.39	5,349.99	.00	-42,120.39	100.0%
	TOTAL OPEB TRUST	0	0	42,120.39	5,349.99	.00	-42,120.39	100.0%
	GRAND TOTAL	69,346,707	69,446,707	41,264,246.60	4,741,379.41	.00	28,182,460.40	59.4%

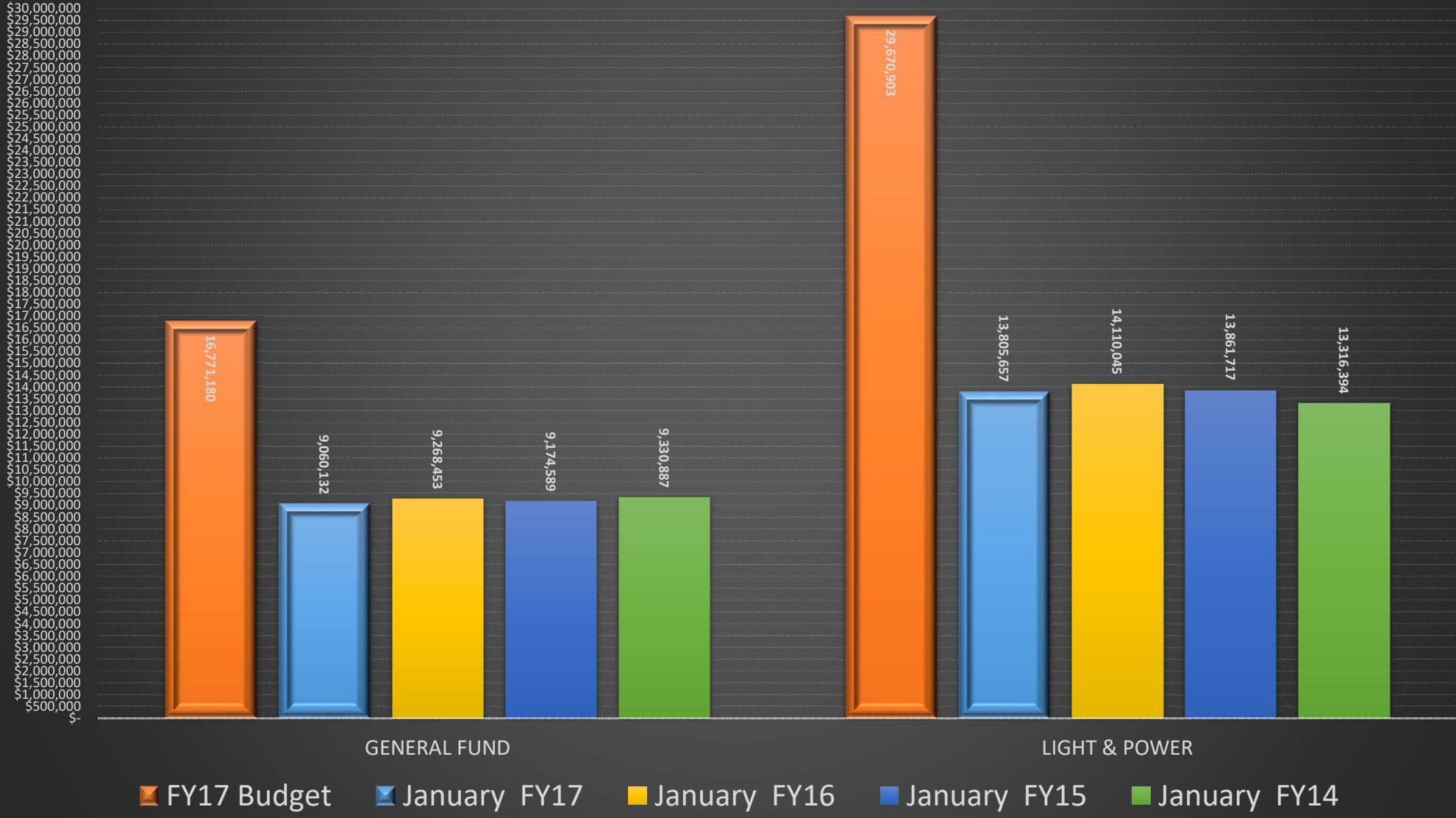
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General Fund Detailed Expenditures

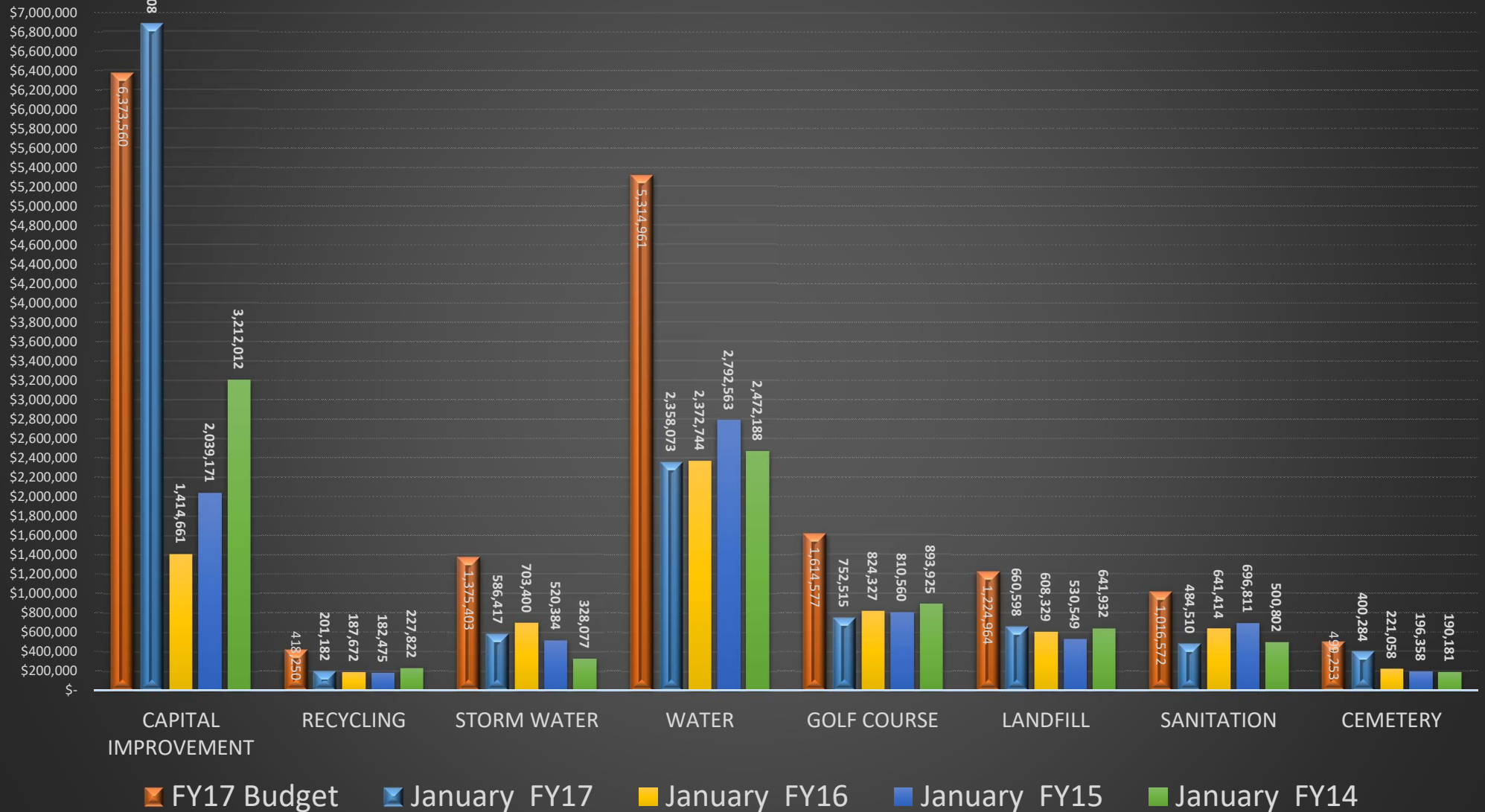
Fiscal Year 2017 Through January Compared to The 2017 Total Budget and The Expenditures of the Same Timeframe of the Past Three Fiscal Years



January 2017- 2017 Fiscal YTD Expenditures/Expenses Compared to the Expenditures/Exp. of the Same Timeframe of the Past Three Fiscal Years



January 2017 - 2017 Fiscal YTD Expenditures/Expenses Compared to the Expenditures/Exp. of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report

Subject: Public Hearing-Amendment to the Review Standards for Solar Panels
Applicant: Bountiful City
Author: Chad Wilkinson
Date: March 28, 2017



Description of Request

Consider amending Bountiful Land Use Ordinance Section 14-14-126 in order to eliminate the requirement for obtaining a Conditional Use Permit for installation of solar energy systems.

Background and Analysis

Over the past several years, Bountiful City has seen a steady increase in the number of solar power applications submitted for review and approval. The following table summarizes the number of solar panel applications reviewed and approved over the past 8 years:

2009	1
2010	3
2011	8
2012	3
2013	11
2014	21
2015	22
2016	67

As shown above, in 2016 the number of applications reviewed by Bountiful City were triple the previous year's total. Based on the current number of applications submitted in 2017, the City is currently on pace to double the 2016 total. Currently the Code requires that any application for solar energy systems generating over 10 watts be reviewed as a conditional use permit with a public hearing at the Administrative Committee. The process for review at the Administrative Committee includes a required 10-day public notice posted on site in order to notify neighboring property owners of the pending hearing. As the popularity of solar power and the number of solar panel installations have increased, the public acceptance of roof mounted solar panels has also increased. It is extremely rare for a neighboring property owner to attend a public hearing for solar panels. Over the past three years, only one neighboring property owner has attended a public hearing held to consider solar installation.

In order to efficiently process the growing number of solar applications, Bountiful City Planning, Engineering and Power department staff have created an internal review process that ensures that applications have adequate information for review and that all necessary materials are submitted

up front. This allows for a review process that is purely administrative and consists primarily of ensuring that standards are met. Bountiful has adopted specific standards that, if met by an applicant, adequately mitigate impacts to adjacent property. Improvements to solar panels including the proliferation of low-glare panels have also reduced impacts to adjoining properties.

Because of the growing acceptance of solar panels and improvements to the internal review process for solar panels, it is recommended that the requirement for a conditional use permit for solar panels be removed from the Bountiful Land Use Ordinance. It is proposed that all other standards including but not limited to maximum roof coverage, glare, and size of system should remain in place.

Department Review

This item has been reviewed by the City Planner, City Engineer and the City Attorney.

Significant Impacts

The proposed amendment will streamline the solar application process and will have a positive impact for citizens wishing to install solar panels.

Recommendation

The Planning Commission reviewed the proposal on March 7, 2017 and recommends approval for the proposed amendment to the review standards for solar power.

Attachments

Ordinance 2017-02

Proposed Text Amendment:

14-14-126 PRIVATE POWER PLANTS

A. A "Private Power Plant" is any device or combination of devices not owned and operated by a regulated utility company, which convert mechanical or chemical energy into electricity, or solar energy into any other form of energy. A private power plant with a peak power generation capacity of 10 Watts/12v/500mAmp (or less) is exempt from the provisions of this Section. A private power plant, including a windmill or wind turbine, shall not be permitted within Bountiful City limits, with the following exceptions:

1. A back-up power generator running on unleaded gasoline, diesel, natural gas, propane, or hydrogen fuel cell, rated for a single structure or building lot, located in accordance with the requirements of the zone in which it is located.
2. A photovoltaic cell array or other passive solar energy system located in accordance with the requirements for occupied structures for the zone in which it is located.

~~B. With the exception of a back-up power generator, no private power plant may be~~

~~installed or used on any property unless a conditional use permit has been issued for the specific power generation device.~~

~~C-B.~~ A private power plant is not exempt from the height requirements of the Zone in which it is located, and shall be considered an occupied structure for the purposes of calculating height.

~~D-C.~~ Solar energy design standards and requirements

1. Solar energy panels or collectors that are mounted to the roof shall:
 - a. Not extend beyond the roofline.
 - b. Not reflect sunlight onto neighboring windows or rights-of-way.
 - c. Not exceed fifty (50) percent of the total roof area.
 - d. Shall be maintained in good condition.

2. Prior to installation, use, and connection to the grid, the following shall be ~~done~~required:
 - ~~a. A Conditional Use Permit shall be issued~~
 - a. A Building Permit issued by the City for the proposed installation
 - b. Power Department approval of the application for net metering
 - c. Power Department approval of the physical installation
 - ~~b. A Building Permit shall be issued~~
 - ~~c. The Power Department shall approve the application for net metering~~
 - ~~d. The Power Department shall approve the physical installation~~



BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt
CITY MANAGER
Gary R. Hill

Bountiful City Ordinance No. 2017-02

An ordinance amending Section 14-14-126 of the Bountiful City Code and Land Use Ordinance to eliminate the requirement for obtaining a Conditional Use Permit for installation of solar energy systems.

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq) and under corresponding sections of the Bountiful City Code.
2. After a public hearing on March 7, 2017 the Bountiful City Planning Commission recommended in favor of approving this amendment to the Land Use Ordinance.
3. The Bountiful City Council held a public hearing on this Ordinance on March 28, 2017.

Be it ordained by the City Council of Bountiful, Utah:

SECTION 1. The Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

14-14-126 PRIVATE POWER PLANTS

A. A "Private Power Plant" is any device or combination of devices not owned and operated by a regulated utility company, which convert mechanical or chemical energy into electricity, or solar energy into any other form of energy. A private power plant with a peak power generation capacity of 10 Watts/12v/500mAmp (or less) is exempt from the provisions of this Section. A private power plant, including a windmill or wind turbine, shall not be permitted within Bountiful City limits, with the following exceptions:

1. A back-up power generator running on unleaded gasoline, diesel, natural gas, propane, or hydrogen fuel cell, rated for a single structure or building lot, located in accordance with the requirements of the zone in which it is located.
2. A photovoltaic cell array or other passive solar energy system located in accordance with the requirements for occupied structures for the zone in which it is located.

~~B. With the exception of a back-up power generator, no private power plant may be installed or used on any property unless a conditional use permit has been issued for the specific power generation device.~~

~~C.B.~~ A private power plant is not exempt from the height requirements of the Zone in

which it is located, and shall be considered an occupied structure for the purposes of calculating height.

D.C. Solar energy design standards and requirements

1. Solar energy panels or collectors that are mounted to the roof shall:
 - a. Not extend beyond the roofline.
 - b. Not reflect sunlight onto neighboring windows or rights-of-way.
 - c. Not exceed fifty (50) percent of the total roof area.
 - d. Shall be maintained in good condition.

2. Prior to installation, use, and connection to the grid, the following shall be ~~done~~required:
 - ~~a.~~ A Conditional Use Permit shall be issued
 - ~~b.a.~~ A Building Permit shall be issued by the City for the proposed installation
 - ~~e.b.~~ The Power Department shall approve approval of the application for net metering
 - ~~d.c.~~ The Power Department shall approve approval of the physical installation

SECTION 2. City ordinances in conflict with these provisions are hereby repealed. However, all provisions in force immediately prior to this ordinance shall continue in force hereafter for the purpose of any pending legal action, all rights acquired, and any liabilities already incurred.

SECTION 3. If any portion of this Ordinance is declared illegal or unconstitutional, the remainder shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 28th day of March 2017.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report

Subject: 100 East Well Equipment Replacement
Author: Mark Slagowski
Department: Water Department
Date: March 28, 2017



Background

Our 100 East well failed in February and have ordered a replacement motor. We are also seeking approval to purchase other related equipment as well. The decision was made to order the motor because it will take 8-10 weeks for delivery and the timing did not work out to present it at a previous Council meeting.

Analysis

We have received pricing from two vendors and they are as follows...

Nickerson Company	CH Spencer
Pump \$15,644	Pump \$15,500
Motor \$33,960 (Already Ordered)	Motor \$34,126
Column Pipe \$4,970	Column Pipe \$4,999
Cable \$10,109	Cable No Bid
Installation included	Installation 14,500

Department Review

I have reviewed the purchase of this equipment with the appropriate staff and with the City Manager.

Recommendation

Staff recommends the Council approve the purchase of a pump, motor, column pipe and cable from Nickerson Company for a total cost of \$62,683 installed at the 100 East well.

Significant Impacts

This is a time sensitive project because it is difficult to be without this well in the summer months. We hope to have the well running by the 1st of May. \$40,868 for this equipment will come from our 515100 466000 contingency fund and the remaining \$21,815 will be paid from 515100 448400 system materials fund.

Attachments - None

City Council Staff Report



Subject: Backhoe Purchase
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: March 28, 2017

Background

The Light & Power Department 2016-17 budget includes the purchase of a new backhoe. We are replacing unit #5016 which is a 1998 John Deere backhoe. This unit will be primarily used for trenching, pulling wire, and snow removal.

Analysis

We have requested bids from three state bid suppliers. The results for the bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Delivery
Honnen Equipment/John Deere	Salt Lake City, Utah	\$95,350	10-12wks.
Century Equipment/Case	Salt Lake City, Utah	\$96,731	8-12 wks.
Wheeler Machinery /Caterpillar	Salt Lake City, Utah	\$98,446	6-8 wks.

We believe the backhoe from Honnen Equipment will meet our needs and is within our budget.

Department Review

Staff and the City Manager have reviewed this bid.

Significant Impacts

This backhoe is included in the 2016-2017 fiscal budget in the Capital Vehicles account 535300-474600. The budget for a new backhoe was \$90,000. After purchasing our service trucks and utility beds from this account we have money left over to cover the remaining \$5,350 staying within our overall Capital Vehicles account budget for fiscal year 2016-2017.

Recommendation

Staff recommends approval of the low bid for the purchase of a new backhoe from Honnen Equipment at a total price of \$95,350.

We will bring the Power Commission recommendation to the meeting on Tuesday evening.

Attachments None.

City Council Staff Report



Subject: Preliminary and Final Site Plan Review for 15-unit multifamily development
Author: Chad Wilkinson, City Planner
Address: 390 & 416 W. 200 North
Date: March 28, 2017

Description of Request:

The applicant, Knowlton General, is requesting preliminary and final site plan approval for a 15 unit townhouse style multifamily development.

Background and Analysis:

The 1.17 acre property is located within the RM-13 zoning district which allows for 13 units per acre. Surrounding uses include flex office commercial space to the north, a mix of multifamily and single family uses to the west, a mix of multifamily and single family residential to the south and single family residential to the east.

The development is located on two existing parcels one of which is vacant. The other parcel is currently developed with a single family home which would be removed before construction. Prior to issuance of building permit, these two parcels will need to be consolidated to avoid structures crossing property lines.

Access to the project will be via a single driveway on 200 North. The proposed development meets the minimum parking standards based on the unit mix and has provided one covered parking space for each unit as required by ordinance. The proposed structures are two stories and are less than the 35 foot maximum height for buildings in the RM-13 zone. The buildings meet minimum setback requirements for the zone.

The applicant proposes a mix of brick and fiber cement siding. The units are slightly staggered along the front façade to provide some relief. Each of the units has a covered entry on both the front and rear of the building. The proposed buildings show private outdoor space in the form of patios on the rear of the units as required by Code. The proposed elevations limit the amount siding materials to 50 percent of the exterior as required by Code.

The submitted landscape plan shows the minimum 40 percent landscaping required by Code. A final landscape and irrigation plan meeting the requirements of Chapter 16 of the Land Use Ordinance and prepared by a licensed landscape architect will be required prior to building permit issuance.

Storm water will be handled in two detention ponds on the south side of the property and will connect to an existing 12 inch storm drain in 200 North. Water and sewer plans have been reviewed by the City Engineer with minor redlines required in order to meet City standards. Sewer and water service to the project will be via existing lines in 200 North which will require resurfacing of the road after construction.

Department Review

This proposal has been reviewed by the Engineering, Power, and Planning Departments and by the Fire Marshall.

Significant Impacts

The proposed development is in an area that is zoned for multifamily use and with conditions meets the applicable standards of the Code. Current infrastructure is adequate to handle the additional units proposed.

Recommended Action

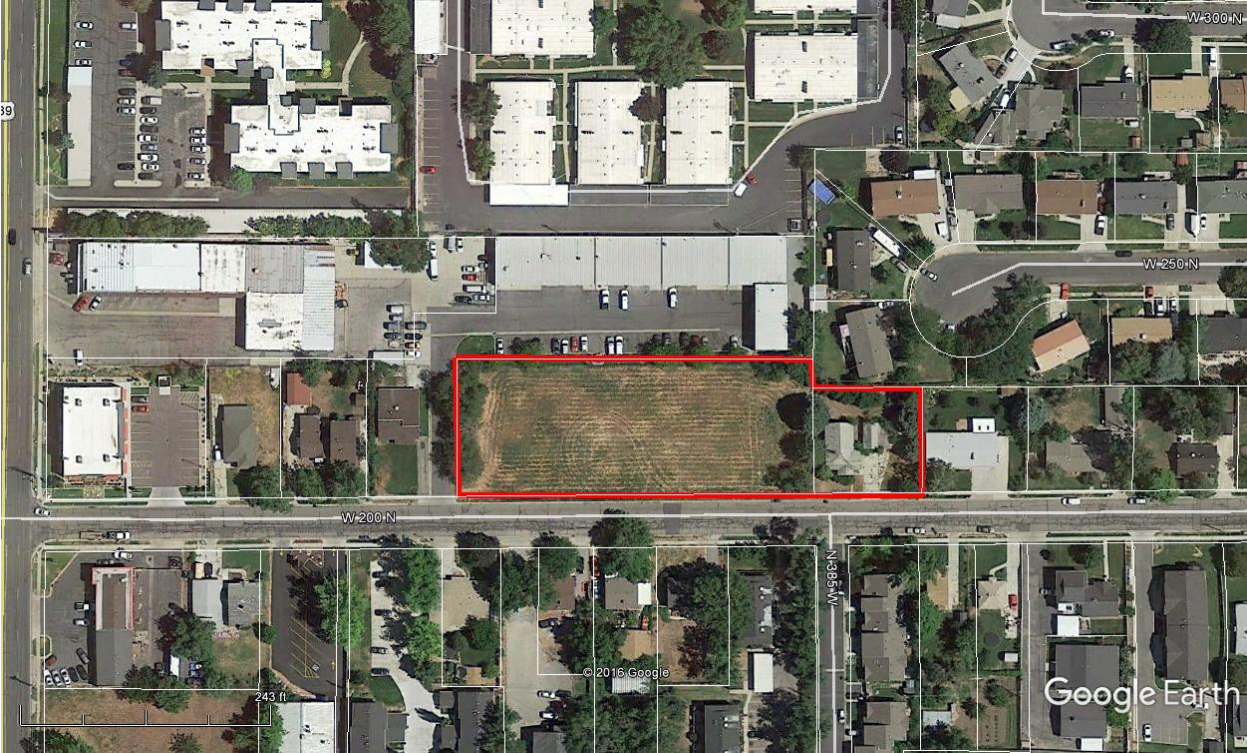
The Planning Commission reviewed the item on March 7, 2017 and recommends approval of the request for preliminary and final site plan review subject to the following conditions:

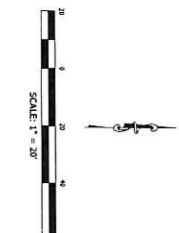
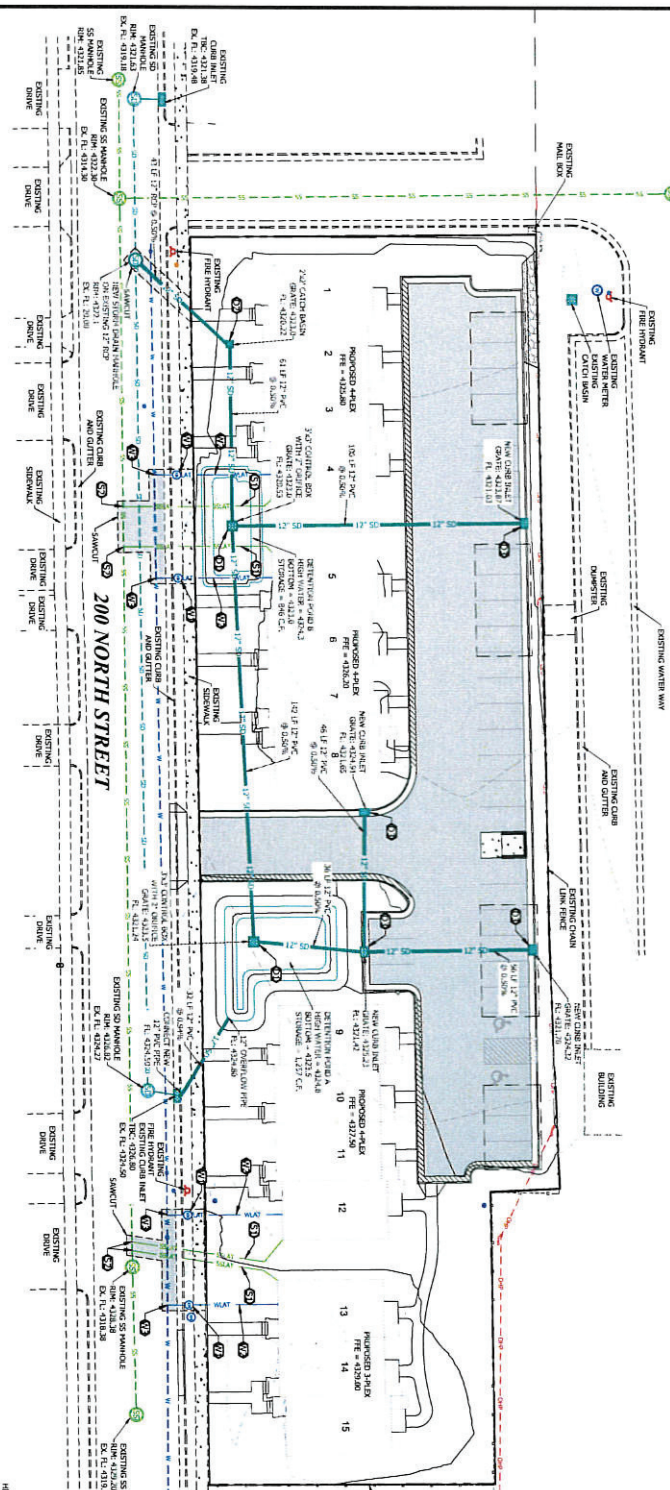
1. Complete any and all redline corrections.
2. Prior to issuance of a building permit, complete the following:
 - a. Consolidate the parcels and complete any proposed parcel boundary adjustments.
 - b. Submit a final landscape plan meeting the requirements of Chapter 16 of the Bountiful City Zoning Ordinance.
 - c. Any modifications required by conditions of the Planning Commission and City Council.
3. Replace all sidewalk along the 200 North frontage.
4. Pay for slurry seal of 200 N. Street along full frontage of the property.

Attachments

1. Aerial photo
2. Site and utility plans
3. Building elevations
4. Landscape Plan

Aerial Photo





DRAINAGE CALCULATIONS

Area Analysis

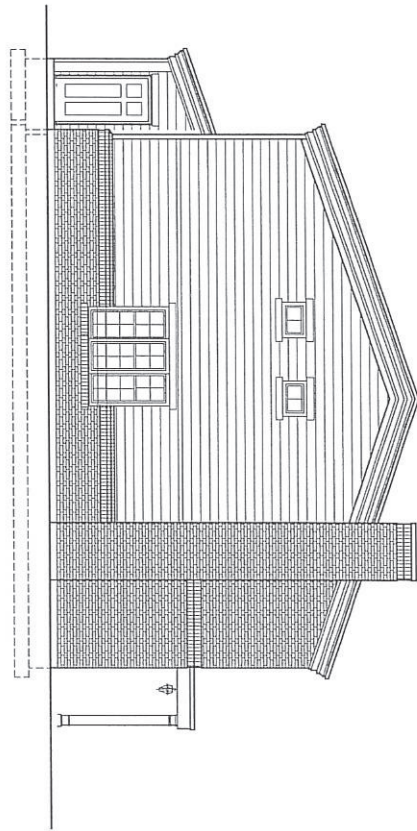
Area	Area	Area	Area
Building	13,504	0.22	0.25
Driveway	11,420	0.46	0.15
Landscaping	5,078	1.27	0.29
Total			

25 Year Detention Analysis

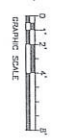
Time (min)	Inlet	Outlet	Storage
5	4,500	1,321	1,462
10	2,810	1,282	1,551
15	1,990	1,259	1,622
20	1,484	1,241	1,681
25	1,124	1,228	1,730
30	830	1,219	1,771
35	600	1,213	1,807
40	430	1,209	1,840
45	310	1,207	1,870
50	220	1,206	1,897
55	160	1,206	1,922
60	110	1,206	1,945
65	70	1,206	1,966
70	50	1,206	1,984
75	35	1,206	2,000
80	25	1,206	2,014
85	18	1,206	2,027
90	13	1,206	2,039
95	10	1,206	2,050
100	7	1,206	2,060
105	5	1,206	2,069
110	4	1,206	2,077
115	3	1,206	2,084
120	2	1,206	2,090
125	2	1,206	2,095
130	1	1,206	2,100
135	1	1,206	2,104
140	1	1,206	2,108
145	1	1,206	2,111
150	1	1,206	2,114
155	1	1,206	2,117
160	1	1,206	2,119
165	1	1,206	2,121
170	1	1,206	2,123
175	1	1,206	2,125
180	1	1,206	2,127
185	1	1,206	2,129
190	1	1,206	2,130
195	1	1,206	2,131
200	1	1,206	2,132

DETENTION POND SECTION





1 WEST ELEVATION (EAST ELEVATION) SMI/OPP
 1/2"=1'-0"
 IF THIS SHEET IS NOT SHOWN HERE IT IS A REDUCED SIZE PLOT.
 USE DRAWING SCALE ACCORDINGLY.



PRELIMINARY - NOT FOR CONSTRUCTION - PRELIMINARY - NOT FOR CONSTRUCTION - PRELIMINARY - NOT FOR CONSTRUCTION - PRELIMINARY - NOT FOR CONSTRUCTION - PRELIMINARY

No.	DATE	DESCRIPTION
	1/16/17	PRELIMINARY

LONDON TOWNHOMES
 200 NORTH. BOUNTIFUL, UTAH 84010

SMITH HYATT ARCHITECTS
215 SOUTH MAIN STREET BOUNTIFUL, UTAH 84010-5777

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A2.1
 15007-2017

ELEVATIONS

City Council Staff Report

Subject: Temporary Development Moratorium
in Plat A Neighborhood
Applicant: Bountiful City
Author: Chad Wilkinson
Date: March 28, 2017



Background and Analysis

The Historic Downtown area of Bountiful, contained within the boundaries of the original “Plat A”, is the cultural and civic heart of the City. The neighborhood, bounded by 400 North, 500 South, 400 East, and 200 West, has seen tremendous changes over the past several years as redevelopment has occurred along Main Street and the surrounding neighborhood.

Residents and business owners within the Plat A neighborhood have voiced concerns over preserving the character of Bountiful’s historic downtown and have expressed a desire to revisit the allowed uses and allowed density of development in the neighborhood. Specifically, residents of the neighborhood have expressed concern over the number of multi-family units being constructed in the area and the scale and density of development. Recent developments including the IHC expansion and mixed use development within the Downtown (DN) zoning district have brought up questions related to allowed height, setbacks, parking and other development standards.

Residents of the portion of the neighborhood between 100 West and 200 West have also expressed concern over whether this area should remain a multi-family residential zoning district, or whether zoning should be changed to preserve existing single family homes and encourage the development of single family residential.

A six month moratorium on new development in the area would allow for the City Council to review these issues and make desired changes to zoning and development regulations prior to new development moving forward. The proposed ordinance does not include a prohibition on construction of new legally permitted single family residential development on existing lots.

Department Review

This item has been reviewed by the City Manager, City Planner, and the City Attorney.

Significant Impacts

Because the prohibition is temporary it should not have a significant impact on development. However, the opportunity for review of current zoning and regulations before additional development occurs in the area could be of great benefit to the City.

Recommendation

It is recommended that Ordinance 2017-03 be approved.

Attachments

Bountiful Ordinance 2017-03

G:\PLAN\Plat A Planning\CC Staff Report Plat A Moratorium 3-28-17.docx



BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt

CITY MANAGER
Gary R. Hill

Bountiful City Ordinance No. 2017-03

An Ordinance adopting a six-month temporary land use regulation prohibiting the processing, consideration and approval of applications for zone changes, new development and construction within the area bounded by 400 North, 500 South, 400 East, and 200 West commonly referred to as “Plat A.”

It is the finding of the Bountiful City Council that:

1. The Historic Downtown area contained within the boundaries of the original “Plat A” is the cultural and civic heart of Bountiful City. The Plat A neighborhood has experienced tremendous changes over the past several years as redevelopment has occurred along Main Street and the surrounding neighborhood. Residents and business owners throughout the City and within the Plat A neighborhood have expressed concern over preserving the character of Bountiful’s historic downtown and desire that the City Council conduct a thorough review of the allowed uses and allowed density of development in the Plat A neighborhood. In response, the City Council wishes to have time to evaluate current zoning and development standards to determine whether or not modifications to zoning and development standards in the Plat A neighborhood are warranted. This thorough review by the City Council with help of City Staff, residents and business owners is necessary to protect the health, safety and general welfare of the residents and business owners of the City.
2. Section 10-9a-504 of the Utah Code empowers the Bountiful City Council to enact, without a public hearing and without prior consideration or recommendation from the Planning Commission, an ordinance establishing a temporary zoning regulation for any part or all of the area within a municipality, which may be in effect for a time not to exceed six months.
3. Section 10-8-84 of the Utah Code empowers the Bountiful City Council to pass all ordinances as are necessary and proper to provide for the safety and preserve the health, promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the City and its inhabitants.
4. For the reasons stated in herein, this temporary land use ordinance is of compelling, countervailing public interest.

Therefore, it is ordained by the City Council of Bountiful, Utah, as follows:

Section 1. There is hereby imposed a six (6) month moratorium prohibiting the processing, consideration and approval of applications for zone changes, new development and construction within the area bounded by 400 North, 500 South, 400 East, and 200 West commonly

referred to as Plat A. The moratorium shall not include the construction of legally permitted single family homes on lots existing on the effective date of this Ordinance.

Section 2. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. This ordinance shall take effect immediately upon first publication, and remain in effect for a period of six months unless sooner repealed.

Adopted this 28th day of March, 2017.

BOUNTIFUL CITY

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

Council Staff Report

Subject: Selection of Membrane Filter Equipment for the
Mueller Park Treatment Plant Upgrade
Address: Mueller Park
Author: City Engineer
Department: Engineering
Date: March 28, 2017



Background

Over the past year the Water Department has been going through the many steps to re-equip and upgrade the water treatment plant at Mueller Park. The consultant was selected last year and the CM/GC was selected earlier this year. The next step in the process is to bid and select and membrane filter system manufacturer. These filters are the heart of the process and represent a very large expense and a long lead time to manufacture.

On Tuesday, March 21, we opened bids. The purpose for this memo is to review the cost proposals and recommend a supplier.

Analysis

As we have been preparing for this project, the decision was made to separate the purchase of the filter membranes from the modification of the treatment plant building and expansion of the building. This was done for three reasons, first being the opportunity to avoid the mark-up a general contractor would put on this equipment if it was included as part of his overall bid, second, we we have the opportunity to avoid sales tax on some of the parts if we install them with our own forces, and third, we can order these long lead-time pieces way ahead of building construction so they are ready when the construction has progressed to the point they can be installed.

Our consultant, Jim Vickers of Separation Processes, Inc., the membrane system partner of JUB Engineers prepared and extensive specification for the filter systems. Based on the pilot plant we ran in the summer of 2016, he was able to prepare a document from which manufacturers could prepare bids for filter modules that meet our exact needs. The project was advertised for bids on Feb. 23 and we provided almost 4 weeks for manufacturers to prepare and submit proposals.

On Tuesday March 21, 2017, we received and opened three bids from three qualified suppliers. The Engineering Department and the consultants from JUB and SPI took 24 hours to review the proposals to see that they meet the specifications. The result of the bids is as follows:

Bidder	Location	Base Bid	Acceptable Deducts	Total Bid
Wigen Water Technologies	Minn.	\$1,272,465	+\$12,269	<u>\$1,284,473</u>
Harn R/O Systems	Fla.	\$1,327,495	\$0.00	\$1,327,496
WesTech Engineering Inc.	SLC	\$1,591,536	-\$147,000	\$1,444,551

(rounded to the nearest dollar)

As part of the review, the proposals were placed into a matrix designed to weight the bids based on price, proximity of service, experience, conformity to specification, etc. After the weighting process, Wigen was the highest point getter as well as the low bid.

Our consultant, Jim Vickers is familiar with Wigen and is currently doing a project with them in California. Based on Jim’s experience with them, the points system and the low bid, the entire review team is comfortable with making a recommendation to accept the proposal from Wigen Companies, Inc. dba. Wigen Water Technologies.

Department Review

This has been reviewed by the City Engineer and City Attorney.

Recommendation

It is recommended that the City Council award Wigen Companies, Inc. dba. Wigen Water Technologies the contract to supply the UF filter membranes for the Mueller Park Water Treatment Plant upgrade project at the rates in their proposal and shown above.

Significant Impacts

Funding for filter membranes has been allocated in the project budget.

Attachments

None. Proposals are available for review if requested.

City Council Staff Report



Subject: Franchise Agreement – UTOPIA and UIA
Author: Clinton Drake
Dept: Legal
Date: 28 March 2017

Background

Franchise agreements are contracts between the City and a company to allow the company to use the public rights of way to deliver their service or product. Franchise agreements are common with organizations that provide products and services such as natural gas, telephone, internet and cable television. The companies pay for the use of the rights of way by charging the consumer for a product or service delivered. The Utah Telecommunication Open Infrastructure Agency (UTOPIA) provides telecommunication transmission services and wishes to provide these services to commercial customers in Bountiful City. UTOPIA intends to provide these services through a telecom fiber network. UTOPIA operates a large fiber network throughout the State including Centerville City and would like to utilize those facilities in the area of the Bountiful/Centerville border. UTOPIA is interested in looking at ways it might provide fiber services to various Bountiful City facilities such as City Hall.

Analysis

Bountiful City Municipal Code Title 11 allows for cable related services franchises in within the corporate limits of the City. UTOPIA desires to provide telecommunication related services in Bountiful City. Approval of the Franchise Agreement allows for UTOPIA to provide these services to potential consumers in Bountiful City.

The term of the Franchise Agreement is for a period of ten (10) years. As previously noted, companies pay a franchise fee in exchange for the ability to use public rights of way to deliver services to consumers. In order to efficiently deliver services, a company may locate property under or over the right of way subject to the terms and conditions of the Franchise Agreement, Federal and State law, and local ordinances.

Department Review

This Staff Report was prepared by the City Attorney

Significant Impacts

Approval of the Franchise Agreement will permit UTOPIA to provide services to commercial and potentially residential customers in Bountiful City.

Recommendation

It is recommended that the City Council approve the Franchise Agreement with UTOPIA.

Attachments

Franchise Agreement

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is entered into by and between the Bountiful City, a Utah municipal corporation (“CITY”), with its principal offices at 790 South 100 East, Bountiful, Utah, and Utah Telecommunication Open Infrastructure Agency (“UTOPIA”) & Utah Infrastructure Agency (“UIA”), an interlocal cooperative entity and political subdivision of the State of Utah formed under the Interlocal Cooperation Act (“PROVIDER”), with its principal offices at 5858 S. 900 E., Murray, UT 84121.

W I T N E S S E T H:

WHEREAS, PROVIDER desires to provide telecommunications transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY: and

WHEREAS, CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public for PROVIDER to have a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Amendments. CITY reserves the right to amend this agreement at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between PROVIDER’s rights and obligations under the franchise agreement as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, PROVIDER agrees to comply with any such amendments.

1.3 Franchise Description. The franchise provided hereby shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to own, construct, maintain, lease, use, and operate a telecommunications network in, under, above, and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or Cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER’s system within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.4 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to fulfill its obligations consistent with the provisions of this Agreement.

1.5 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE TAX

2.1 Municipal Telecommunications License Tax. For the Franchise granted herein, PROVIDER shall pay to CITY a municipal telecommunications license tax pursuant to the Municipal Telecommunications License Tax Act adopted by the State. UCA § 10-1-401 *et seq.* and CITY'S Telecommunications Service Providers Tax Ordinance. SJCC § 3.20 *et seq.*

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will either impose and collect from such third party a fee or tax on gross revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY, or waive collection of the fees provided for herein that are subject to such competition.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from CITY's rights-of-way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such occurrence, to restore the rights-of-way from which such system is removed to as good a condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS

4.1 CITY Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated, or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments, if any, shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code.

CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE 5. POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 6. CHANGING CONDITIONS, SEVERABILITY, AND ASSIGNMENT

6.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of PROVIDER's business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory, or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect a municipal telecommunications license tax during the term of this Agreement and its ability to manage its affairs in a manner similar to that provided in this Agreement, and CITY'S Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the City rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, and CITY'S Ordinance regulating CITY's rights-of-way.

6.3 Assignment. If PROVIDER is the subject of a sale, merger, transfer or assignment, or is disposed of in whole or in part by ordinary sales, consolidation, or otherwise such that its successor entity is obligated to inform or seek the approval of the Public Service Commission of Utah, PROVIDER or its successor shall notify CITY of the nature of the

transaction. The notification shall include the successor entity's certification that it unequivocally agrees to all of the terms of this Agreement. Upon receipt of a notification in accordance with this section CITY shall send notice affirming the transfer/assignment of the Agreement to the successor entity. If CITY has good cause to believe that the successor entity may not comply with this Agreement, it may require an application for the transfer/assignment.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES

7.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

7.1.1 PROVIDER fails to make timely payments of the franchise tax required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

7.1.2 PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its city council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

7.1.3 PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities installed along the public rights-of-way within CITY should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

7.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect

of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES' DESIGNEES

8.1 CITY Designee and Address. City Manager or his or her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or elsewhere required by statute or ordinance, all notices from PROVIDER or CITY pursuant to or concerning this Agreement, shall be delivered to CITY's representative at Bountiful City Hall, 790 South 100 East, Bountiful, Utah, or such other officer and address as CITY may designate by written notice to PROVIDER.

8.2 PROVIDER Designee and Address. PROVIDER's designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or subsequently changed by written notice to CITY, all notices from CITY to PROVIDER, pursuant to or concerning this Agreement, shall be delivered to 5858 900 E, Murray, UT 84121, or such other officer and address as PROVIDER may designate by written notice to CITY.

8.3 Failure of Designee. The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance. The parties agree that the form, amount and scope of coverage of the insurance policy set forth in Exhibit "A" hereto shall be accepted by CITY as fulfilling the obligations of this Article.

9.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the

extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY's rights-of-way, PROVIDER shall coordinate with CITY and other providers or users of CITY's rights-of-way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within CITY's rights-of-way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within CITY's rights-of-way. CITY will give PROVIDER a schedule of street repairs of major streets projects that may present the opportunity to bury lines in advance of CITY work which may be subject to change based upon funding. In addition, CITY will hold regular meetings with PROVIDER to provide updates to road projects and opportunities to share costs on burying lines.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) PROVIDER agrees to move its facilities underground when CITY directs and so long as CITY, at the same time, directs other franchisees with overhead facilities in the same location to move their facilities underground.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

[SIGNATURE PAGE FOLLOWS]



BOUNTIFUL

City of Beautiful Homes and Gardens

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2017-04

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt
CITY MANAGER
Gary R. Hill

A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH THE UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (UTOPIA) AND THE UTAH INFRASTRUCTURE AGENCY (UIA)

WHEREAS, Title 11 of the Bountiful City Municipal Code empowers and authorizes the City to issue non-exclusive franchises to govern the installation, construction and maintenance of systems in the City's rights-of-way; and

WHEREAS, the Bountiful City Council has reviewed the Franchise Agreement (attached hereto as Exhibit "A" and incorporated by this reference) between Bountiful City and the Utah Telecommunication Open Infrastructure Agency (UTOPIA) and the Utah Infrastructure Agency (UIA), an interlocal cooperative entity and political subdivision of the State of Utah formed under the Interlocal Cooperation Act.; and

WHEREAS, the City Council has determined that approving the Agreement with UTOPIA and UIA will benefit the City and will promote the health, safety and welfare of its citizens; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bountiful City, Utah, as follows:

Section 1. Approval. The Franchise Agreement between Bountiful City and UTOPIA and UIA is hereby approved.

Section 2. Authorization. The Mayor is authorized to execute the attached Franchise Agreement between Bountiful City and UTOPIA and UIA.

Section 3. Effective date. This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS
28TH DAY MARCH, 2017.**

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder