

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 28, 2021

6:30 – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, 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.

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, the meeting is also available to view online. The link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

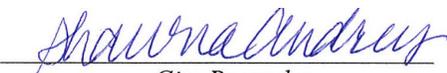
AGENDA

6:30 p.m. – Work Session

1. Victim Advocate program update – Mr. Clinton Drake p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on September 14, 2021 p. 9
4. Council Reports
5. Consider approval of expenditures greater than \$1,000 paid September 6, 13 & 20, 2021 p. 17
6. Consider approval of the purchase of two police cars in the total amount of \$68,828– Chief Ed Biehler p. 21
7. Consider approval of Resolution 2021-18 which approves the real estate purchase agreement for property located at approximately 1385 East Bountiful Boulevard in Bountiful, Utah – Mr. Clinton Drake p. 25
8. Consider approval of Resolution 2021-19 adopting a Mutual Assistance Agreement – Mr. Allen Johnson p. 37
9. Consider final acceptance of the Nathan’s subdivision and authorize the release of the bond – Mr. Todd Christensen p. 47
10. Consider approval of the previous purchase of pipe from Mountainland Supply Company in the amount of \$27,760 – Mr. Kraig Christensen p. 49
11. Consider approval of the purchase of two Parks Department work trucks from Performance Ford in the total amount of \$65,758 – Mr. Brock Hill p. 51
12. Adjourn to closed session to discuss the purchase, exchange or lease of real property, reasonably imminent litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).


City Recorder

City Council Staff Report



Subject: Bountiful City Victim Advocate Program
Author: Clinton Drake
Dept: Legal
Date: September 28, 2021

Background

In 2017 Bountiful City was awarded a Victims of Crime Act (VOCA) grant to fund a part-time Victim Advocate position for the City. VOCA is a federal grant that provides funding for state and local agencies to create and maintain programs and services for victims of crimes. The position is prosecution based, and reports to the City Attorney. Ashley Stewart has served as the Bountiful City Victim Advocate since 2018.

Analysis

The Victim Advocate position is a part-time position (24 hours/week) and 100% grant funded. The position provides much needed assistance to victims of crimes in Bountiful City. While the program focuses on assisting victims of domestic violence, it also serves victims of all crimes, including theft, assault, burglary, fraud and vandalism. The program provides services such as obtaining protective orders, informing victims of upcoming court dates, obtaining information regarding restitution, accompanying victims at hearings and trials, educating victims about available programs and resources, speaking for and/or supporting victims at criminal sentencings and help in obtaining restitution. The position also helps the City Prosecutor more efficiently prosecute crimes and better serve victims. The victim advocate also provides valuable training and assistance to the Police Department. The program utilizes volunteers to assist with accomplishing its goals. Overall, the program served 423 victims last calendar year (from January 1, 2020 to December 21, 2020). A more detailed breakdown of those 423 victims served is attached to this staff report.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

The program assists hundreds of victims of crimes on an annual basis. The Victim Advocate position is 100% funded by the VOCA grant with the City matching grant funds by providing office space, supervisor hours, supplies and so forth. Due to the grant funding there is little to no fiscal impact for the position.

Recommendation

This Staff Report is provided for informational purposes only.

Attachments

Victim Summary Report for January 1, 2020 to December 31, 2020



Bountiful City

, UT
8012986137



Date: Feb 10, 2021

Victim Services Report
Prepared by : Ashley
For Jan 1, 2020 to Dec 31, 2020

Required by VOCA

Number of victims served excluding anonymous	423
Number of anonymous victims	0
Number of new victims served this period (Fiscal Year Begins 10/1)	358

	Total Clients Served	New Clients Served (Fiscal Year Begins 10/1)
Race		
American Indian/Alaska Native	5	5
Asian	11	11
Black/African American	7	6
Hispanic or Latino	26	16
Native Hawaiian and Other Pacific Islander	10	10
White Non-Latino/Caucasian	311	263
Some Other Race	3	3
Multiples Races	0	0
Not Reported	49	44
Not Tracked	1	0
Total	423	358
Gender		
Male	161	141
Female	233	192
Other	0	0
Not Reported	28	25
Not Tracked	1	0
Total	423	358
Age		
0-12	15	15
13-17	18	15
18-24	45	43
25-59	245	199
60 and older	35	28
Not Reported	65	58
Total	423	358

Total Victimization Served Total New Victimization Served

Crime / Victimization

VOCA Victimitizations - Standard	335	290
Adult Physical Assault	25	22
Adult Sexual Assault	3	3
Adults Sexually Abused/Assaulted as Children	0	0
Arson	0	0
Bullying	0	0
Burglary	2	2
Child Physical Abuse or Neglect	7	6
Child Pornography	1	1
Child Sexual Abuse/Assault	7	7
Domestic and/or Family Violence	152	136
DUI/DWI Incidents	20	17
Elder Abuse or Neglect	0	0
Hate Crime	7	0
Human Trafficking: Labor	0	0
Human Trafficking: Sex	0	0
Identity Theft/Fraud/Financial Crime	18	14
Kidnapping (non-custodial)	0	0
Kidnapping (custodial)	0	0
Mass Violence (Domestic/International)	0	0
Other Vehicular Victimitization	18	16
Robbery	0	0
Stalking/Harassment	33	26
Survivors of Homicide Victims	0	0
Teen Dating Victimitization	0	0
Terrorism (Domestic/International)	0	0
Violation of a Court (Protective) Order	42	40
VOCA Victimitizations - Other	106	91
Disorderly Conduct	16	15
Intoxication	0	0
Criminal Trespass within a Dwelling	2	1
Interference with Arresting Officer	1	1
Criminal Mischief	12	9
Dog at Large	1	0
theft	50	49
Telephone Harassment	0	0
Fraudulent Use of Credit Card	0	0
Electronic Communication Harassment	0	0
Stalking	0	0
Threat of Violence	10	3
Unlawful Detention	0	0
Fraud	0	0
Lewdness	6	6
Criminal Trespass	7	7
Nuisance Animal	0	0
Exploitation of a Vulnerable Adutl	1	0
Reckless Endangerment	0	0
Other Victimitizations - Custom	32	20
Custodial Interference	22	11
Forgery	0	0
Engaging in Construction Trade Without a License	0	0
False or Inconsistent Statements	2	2
Discharge Firearm	0	0
Graffiti Violations	3	2
Unwanted Guest	1	1
Theft of Services	1	1
LAP Screening but no case	0	0
Propelling a Bodily Substance	2	2
Working without a permit on public right of way	1	1
Privacy Violation	0	0
All Victimitizations Total	473	401

Number with more than one Victimization

21

	Total Clients Served	New Clients Served (Fiscal Year Begins 10/1)
Special Classifications		
Deaf/Hard of Hearing	1	1
Homeless	0	0
Immigrants/Refugees/Asylum Seekers	0	0
LGBTQ	4	4
Veterans	0	0
Victims with Disabilities: Cognitive/Physical/Mental	2	2
Victims with Limited English Proficiency	3	3
Lives with Perpetrator	53	41
Total	63	51

Number with more than one Special Classification

2

Number helped with Victim Comp Application

35

32

a: Information & Referral

350

319

Number victims this category

Information about the criminal justice process

648

628

Information about victim rights, how to obtain notifications, etc.

607

585

Referral to other victim service programs

14

14

Referral to other services, supports, and resources

77

73

Total Services Provided

1346

1300

b: Personal Advocacy/Accompaniment

3

3

Number victims this category

Victim advocacy/accompaniment to emergency medical care

0

0

Victim advocacy/accompaniment to medical forensic exam

0

0

Law enforcement interview advocacy/accompaniment

0

0

Individual advocacy

0

0

Performance of medical forensic exam or interview, or medical evidence collection

0

0

Immigration assistance

1

1

Intervention with employer, creditor, landlord, or academic institution

3

3

Child or dependent care assistance (provided by agency)

0

0

Interpreter Services

0

0

Total Services Provided

4

4

c: Emotional Support or Safety Services

23

20

Number victims this category

Crisis intervention (in-person, includes safety planning, etc.)

33

30

Hotline/crisis line counseling

0

0

Emergency financial assistance

0

0

Counseling Services referral

0

0

On Scene Crisis Response

0

0

Individual Counseling

0

0

Support Groups (Facilitated or Peer)

0

0

Other Therapy

0

0

Emergency Financial Assistance

0

0

Total Services Provided

33

30

d: Shelter/Housing Services

0

0

Number victims this category

Relocation assistance

0

0

Total Services Provided

0

0

e: Criminal/Civil Justice System Assistance	415	351	Number victims this category
Notification of criminal justice events	1861	1578	
Victim impact statement assistance	366	353	
Assistance with restitution	171	150	
Civil legal attorney assistance in obtaining protection or restraining order	19	18	
Civil legal attorney assistance with family law issues	1	1	
Other emergency justice-related assistance	0	0	
Immigration attorney assistance	0	0	
Prosecution interview advocacy/accompaniment	119	103	
Law enforcement interview advocacy/accompaniment	55	51	
Criminal advocacy/accompaniment	20	16	
Other legal advice and/or counsel	0	0	
Sentencing PO	21	15	
Restitution left open	30	25	
Restitution Ordered	13	8	
Restitution Researched	36	36	
Refer to other courts	0	0	
Refer to PD	49	47	
Civil Stalking Injunction Assistance	8	8	
Pretrial Protective Order	33	31	
Total Services Provided	2802	2440	

f: Other Services	191	163	Number victims this category
Assistance with completing a victim compensation application	35	32	
Survey	122	93	
Victim Impact Statement Received-Written	39	36	
Victim Impact Statement -In Court	4	3	
Survey Received	10	8	
CVR forms completed and sent in	7	5	
Resource Pamphlet Given	57	57	
Total Services Provided	274	234	

Other Statistics

True Age		
0-6	5	5
7-12	10	10
13-17	18	15
18-29	93	76
30-44	122	101
45-59	75	65
60-64	14	10
65 and older	21	18
Not Reported	65	58
Total	423	358

Number of new primary victims since October 1st	358
Number of new primary victims	423
Number of new secondary victims	0
Number of new witness victims	0
Number of new deceased victims	0

Minutes of the
BOUNTIFUL CITY COUNCIL
September 14, 2021 – 6:00 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris R. Simonsen
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Attorney	Clinton Drake
	City Engineer	Lloyd Cheney
	Parks Director	Brock Hill
	IT Director	Alan West
	Water Director	Kraig Christensen
	City Planner	Francisco Astorga
	Recording Secretary	Maranda Hilton

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 Journal and Standard Examiner.

Work Session – 6:00 p.m.
City Council Chambers

Mayor Lewis called the meeting to order at 6:03 p.m. and welcomed those in attendance.

WATER CONSERVATION DISCUSSION – MR. KRAIG CHRISTENSEN

Mr. Christensen explained that irrigation water is scheduled to end on September 20, and that this might cause some potential problems if residents decide to use culinary water on their lawns. The Water Department, with the help of the City Engineer, has decided to draft a resolution to help enforce some watering restrictions to ensure that there is enough water, and that the City’s system does not become contaminated. He explained that this will impact revenue for the Water Department, but that preservation of resources is important.

He explained that the City’s water system is not designed for residents to use culinary water on their lawns, (there are some exceptions in certain areas of the City) and without a proper backflow prevention device in place, residents could contaminate the culinary water. He has also talked extensively with the Parks Department about their watering needs for preventing permanent damage to turf at the parks and at the golf course. They have devised a plan, using spot watering and other strategies, to keep the parks and golf course operational on a minimum amount of water.

He gave an update on the watering restrictions put in place earlier this year, saying that they had 22 violations where warnings were given, and only one fee was placed on a utility bill for a second offense. However, the July 2021 water consumption was at 103% of what July 2020 was, and August 2021 was 91% of August 2020.

1 The enforcement proposed in the Resolution will be similar to the restrictions made earlier
2 this year. First violations would receive a warning, second violations would receive a \$100 fine, third
3 violations would receive a \$250 fine, fourth violations would receive a \$500 fine, and fifth violations
4 would have culinary water service disconnected.

5 Councilman Higginson asked about the City’s efforts to notify the residents about this new
6 policy. Mr. Christensen said the word has not been put out yet, but that the backflow prevention
7 devices are already a part of the City code. Mr. Gary Hill said that there is a link on the City website
8 for the current drought watering restrictions. Councilman Higginson said this is one of the most
9 concerning issues the City is facing, and he would like to get the word out through the website as
10 soon as possible.

11 Councilwoman Bradshaw asked about the statistics on water usage and said she was
12 disconcerted that water consumption was higher than last July. Mr. Cheney said that he was also
13 disappointed by that. Councilwoman Bradshaw said she had no reservations about the Resolution as
14 drafted and hoped communication to the residents could be ramped up so to make a difference in
15 behavior. She said that Layton City was posting weekly about their water usage stats for residents to
16 see. She wondered if the City could do something similar, even though she knows it is harder with a
17 more complex system.

18 Mr. Gary Hill said this item will be on the agenda at the Council meeting later tonight, and the
19 Council thanked Mr. Christensen for his work on this issue.

20
21 **CONTRACT WITH BIRD SCOOTERS DISCUSSION – MR. FRANCISCO ASTORGA**

22 Mr. Francisco Astorga presented a Memorandum of Understanding (MOU) from Bird
23 Scooters to Bountiful City. He explained that Bird Scooters (Bird) would like to bring 50-100
24 scooters to Bountiful City for a one-year trial period. He noted that they have approached Woods
25 Cross, West Bountiful and North Salt Lake as well, to be able to expand their operating zone in South
26 Davis County. They are already operational in Farmington and Kaysville.

27 Mr. Astorga explained that Bird is able to set up “slow down zones” and “no ride zones” in
28 the City, which staff would definitely want to incorporate in City parks and during some of the larger
29 City events. He explained that a local fleet manager, hired and paid by Bird, is responsible for the
30 care, maintenance, repair and location of the scooters.

31 Mr. Astorga said the contract can be terminated by either party with a 30-day notice in
32 writing. The MOU has been reviewed by City managerial staff and the City Attorney and they find it
33 appropriate to move forward with the one-year trial period.

34 Councilwoman Bradshaw said that she was familiar with the use of these scooters in
35 downtown Salt Lake and knows that once they became a problem in populated areas, Salt Lake
36 prohibited their use on the sidewalks. She asked if the City was prepared to put an ordinance in place
37 about where they can be ridden. Mr. Astorga answered that Bird requests that riders abide by bicycle
38 laws, which would allow scooter use on sidewalks. However, a clause can be added to the MOU
39 about banning them from the sidewalks and see whether Bird accepts it or not. Councilwoman
40 Bradshaw said that she sees a lot of potential for clashes between pedestrians and riders on Main
41 Street and in the Plat A area of the City, but that she also feels safer using the scooters on sidewalks.

42 Councilwoman Bradshaw asked how accurate the slow zones and no ride zones are. Mr.
43 Astorga said he was not sure, but that they could perhaps expand the boundaries to make sure they
44 work for the City.

45 Councilwoman Bradshaw asked about the scooters being used in snowy and icy conditions
46 and if they would end up piled in snowbanks or damaged. Mr. Astorga said that they did discuss that

1 topic, and Bird said that scooter care is left up to the discretion of the fleet manager. If the Council
2 wishes to put a “hibernation” period clause in the MOU, that could be done and see if Bird accepts it.

3 Councilwoman Harris asked about the potential use of scooters by minors, and Mr. Astorga
4 said that it is intended by Bird that no one under 18 years old operate the scooters.

5 Councilman Simonsen suggested that staff speak to Kaysville and Farmington about how
6 operations are going in their cities. Councilwoman Bradshaw agreed that she would like more
7 information as well, and also from Salt Lake City, before moving forward with the trial period. The
8 rest of the Council agreed. Mr. Astorga said he would do that.

9
10 The meeting ended at 6:38 p.m.

11
12
13 **Regular Meeting – 7:00 p.m.**
14 **City Council Chambers**

15
16 Mayor Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance. Mr.
17 Kraig Christensen led the Pledge of Allegiance and Mr. Irv Henrie, offered a prayer.

18
19 **PUBLIC COMMENT**

20 The public comment section was opened at 7:05 p.m.

21
22 Mr. Adam Beidoun (650 South Main Street) said that he read over the MOU from Bird Scooters and
23 feels that it is not substantial enough and it should be revised heavily. He is concerned that there are
24 no defined parking locations and feels they should only be operable during daylight hours for safety.

25
26 Mr. Tim Gregory (1141 East 300 North) offered the idea of using QR codes at each of the parks as a
27 way for residents to report maintenance issues to the Parks Department more easily. He asked when
28 the big holes caused by downed trees from last year’s windstorm would be fixed, and when the
29 streetlights in that area would be fixed as well.

30
31 Ms. Liz Beidoun (650 South Main Street) said she also has concerns about the Bird scooters and
32 asked the City to check into whether or not they have been banned in other cities, and if so, why. She
33 said she feels they will cause more accidents on Main Street.

34
35 The public comment section was closed at 7:11 p.m.

36
37 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD ON AUGUST**
38 **24, 2021**

39 Councilwoman Harris made a motion to approve the minutes and Councilman Higginson
40 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
41 and Simonsen voting “aye”.

42
43 **COUNCIL REPORTS**

44 Councilwoman Bradshaw reported that they had a great bike ride on the Mueller Park Trail
45 and were able to show off Phase 1 of the Trails Plan with some trails coming off of Mueller Park. The
46 Trails Committee did a good job organizing it and she thanked Francisco, Curtis, Brock and Todd

1 (City Staff) for joining in. She said the ride was able to spark great conversations with state
2 legislators, representatives from Davis County, the Forest Service and the Office of Outdoor
3 Recreation.

4 Councilman Simonsen said that he was so proud of this community as he drove around on
5 9/11 and watched so many people serving and helping their neighbors get trees cleaned up.

6 Councilwoman Harris agreed that it was a wonderful day. She also thanked Councilman
7 Simonsen for his work to bring about the Veterans Park and said she was thankful to have a place in
8 our City to go and recognize those who have served our country. She thanked everyone who
9 participated in the Day of Service events. She reminded everyone about the Bountiful Business
10 Symposium on September 22 at City Hall.

11 Councilwoman Bahr said she echoed what was said about the Day of Service, saying it was a
12 wonderful experience for her and her family.

13 Councilman Higginson echoed what was said as well. He asked Mr. Hill for a status update
14 on the City projects that were started over the weekend.

15 Mr. Gary Hill replied that all the projects that were started on Saturday were completed on
16 Saturday. He explained that 792 truckloads were taken to the landfill by volunteers and that despite
17 all the rain that day, he saw many smiling faces. The projects this year focused on fuels reduction for
18 fires, and he feels they might want to make it an annual event with that focus. He mentioned the help
19 from the emergency response teams who set up radios at each location for communication, and who
20 also sent 30 volunteers to help unload trucks at the landfill. He reported that he would be meeting
21 tomorrow to put more information about the Day of Service on the City social media sites and asking
22 residents to share their pictures and stories from that day as well.

23 24 **BCYC REPORT**

25 Ms. Brook Bleazard (BCYC Mayor) reported that the BCYC recently participated in a graffiti
26 clean-up project at the “B”, and that they helped as volunteers at the Coats for Kids Car Show. Their
27 upcoming activity is putting on a pumpkin patch for the kids in Bountiful, but the date has not been
28 determined yet.

29 Councilman Simonsen thanked the BCYC members for their wonderful service at the Car
30 Show.

31 32 **CONSIDER APPROVAL OF:**

33 **A. EXPENDITURES GREATER THAN \$1,000 PAID AUGUST 16, 23 & 30, 2021**

34 **B. JULY 2021 FINANCIAL REPORT**

35 Councilwoman Bahr made a motion to approve the expenditures and the July financial report
36 and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
37 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

38 Councilman Higginson took a moment to thank Mr. Brock Hill for planting London Plain
39 Trees (sycamores), and for his tireless work as the Parks Director.

40 41 **RECOGNITION OF CENTENARIAN OSCAR KING GREEN – MAYOR RANDY LEWIS**

42 Mayor Lewis recognized Mr. Oscar King Green (King), who turned 100 years old on August
43 5th, and has been a resident of Bountiful since 1946. After serving in the Army Air Corps in WWII,
44 he and his wife Louise (Douglas) built one of the first homes on the east bench and raised their four
45 sons here. He retired after 35 years as an Air Force civil servant working at Hill AFB on the B-29
46 Superfortresses. After retirement he also worked as a master carpenter and worked at the Salt Lake

1 Temple. King is well known as “Bountiful’s Cowboy”. He has owned 19 horses over the past 74
2 years and developed a love of riding the mountain trails. He spent many hours clearing trails,
3 rebuilding trails and rerouting trails to make them safer. Most notably, after the floods of 1983, he
4 rebuilt the Ward Canyon trail over many years, with the help of many others. He rode his horse until
5 he turned 99, and now rides once a year on his birthday. The Mayor recognized his wonderful service
6 to this community and noted that “he is a hero to his family, friends, the horsemen association, ward
7 members, hiker and bikers, and anyone who gets to know him.”

8 The Mayor presented King with a certificate of recognition and asked him to say a few words.

9 Mr. Green thanked the Mayor and Council and spoke about how much he loves the mountains
10 and what a choice area this is to live in. He said he was thankful for all the Lord has given him.

11
12 **CONSIDER APPROVAL OF THE PURCHASE OF A 2022 DODGE 2500 4X4 FROM**
13 **YOUNG CHRYSLER JEEP DODGE IN THE AMOUNT OF \$48,400 – MR. BROCK HILL**

14 Mr. Brock Hill explained that this truck will be used at the golf course. They will trade in one
15 of their current trucks and keep the other in use. They do not know how much the trade-in will be
16 valued at, but that will contribute to the overall price. They want to upsize to a 2500 diesel so that
17 they can pull heavier supplies like sand, fertilizers, and sod. He explained that many of the local
18 dealerships would not submit bids because prices are so volatile right now. However, they do feel
19 comfortable with the one bid they received from Young Chrysler Jeep Dodge and they have money in
20 the budget for this purchase.

21 Councilman Simonsen made a motion to approve the purchase of the truck from Young
22 Chrysler Jeep Dodge and Councilwoman Bradshaw seconded the motion. The motion passed with
23 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

24
25 **CONSIDER APPROVAL OF A GROUND LEASE AGREEMENT WITH DISH WIRELESS**
26 **L.L.C. AT THE BOUNTIFUL RIDGE GOLF COURSE – MR. CLINTON DRAKE**

27 Councilman Higginson made a motion to approve the lease agreement and Councilwoman
28 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
29 Higginson and Simonsen voting “aye”.

30
31 **CONSIDER PRELIMINARY SUBDIVISION APPROVAL FOR CREEK SIDE VIEWS**
32 **SUBDIVISION – MR. LLOYD CHENEY**

33 Mr. Lloyd Cheney explained that this subdivision is on a 5.5-acre property off Davis
34 Boulevard just above Valley View Elementary. The lot will be developed into a cul-de-sac with six
35 lots. All of the lots meet the minimum size requirements for this zone and some of them are quite
36 large with nice views. Utilities for this property are all fairly close, except for sewer, which will have
37 to be extended quite a way, but otherwise capacity is there and should not present any issues. He said
38 that the Planning Commission has forwarded a positive recommendation for this preliminary
39 approval and staff feels it meets all requirements.

40 Councilwoman Bradshaw asked about the status of the easement along the creek and of the
41 kiddie walk.

42 Mr. Cheney answered that the kiddie walk already exists and that it will simply be remaining
43 as it is, to allow the kids on the east side of Davis Blvd to get across to the school. The easement is
44 something the applicant was asked to provide, because there may be an opportunity there in the future
45 to create a trail that connects to Creekside Park. It would also provide Davis County with access for

1 maintenance along the bottom of the creek. So far, the applicant has expressed support for the
2 easement.

3 Councilman Higginson asked how storm water drainage will be handled in the new cul-de-
4 sac. Mr. Cheney answered that the new storm water ordinance will be tested for the first time here.
5 The ordinance requires both a water retention and water detention component, which should help
6 with not overwhelming the storm water system after a large storm. He mentioned that Lot 4 will
7 potentially have the most issues with water, but that they will look very carefully at the grading and
8 drainage plans when they issue permits for each lot.

9 Councilman Higginson made a motion to grant preliminary subdivision approval and
10 Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,
11 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

12
13 **CONSIDER APPROVAL OF RESOLUTION 2021-17 MODIFYING THE USE OF**
14 **CULINARY WATER FROM SEPTEMBER 20, 2021, THROUGH APRIL 15, 2022 – MR.**
15 **LLOYD CHENEY**

16 Mr. Cheney presented Resolution 2021-17 for adoption as it was explained at the work
17 session.

18 Councilwoman Bradshaw made a motion to approve Resolution 2021-17 with the condition
19 that the word gets out to residents about it and Councilman Higginson seconded the motion. The
20 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

21
22 **CONSIDER APPROVAL OF A LIQUOR (WINE) LICENSE FOR CHINA STAR**
23 **RESTAURANT LOCATED AT 1171 SOUTH 500 WEST – MR. FRANCISCO ASTORGA**

24 Mr. Astorga presented the application from China Star Restaurant for a liquor license for the
25 purpose of selling wine. He explained that the application was reviewed by the appropriate
26 departments and has been found to meet all the requirements.

27 Councilwoman Bahr made a motion to approve the liquor license for China Star restaurant
28 and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,
29 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

30
31 **CONSIDER APPROVAL OF THE PURCHASE OF 40 DESKTOP COMPUTERS FROM**
32 **NETWIZE IN THE TOTAL AMOUNT OF \$42,136 – MR. ALAN WEST**

33 Mr. Alan West explained that this purchase represents 20% of the City’s desktop computers,
34 which is how they achieve their floating rotation of computers being replaced every five to six years.

35 Councilwoman Bradshaw asked about the Dell vendor situation. Mr. West answered that Dell
36 only allows one vendor to give the City a bid on the computers, but that it is a pretty good discount.
37 The City cannot get a bid directly from Dell or from the State contracted vendors because of how it is
38 set up.

39 Councilman Higginson made a motion to approve the purchase of 40 desktop computers from
40 Netwize and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers
41 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

42
43 **CONSIDER APPROVAL OF MICROSOFT OFFICE 365 LICENSE RENEWAL FROM**
44 **CDWG IN THE AMOUNT OF \$25,280 – MR. ALAN WEST**

45 Mr. West explained that the City recently moved from desktop-based Microsoft Office to
46 Office 365 after an extensive analysis of the costs associated with updating the Microsoft Exchange

1 server and for license renewals. They feel this will be a better and more economical solution. They
2 co-terminated all the licenses to end now so they can do an annual renewal moving forward.

3 Councilwoman Harris made a motion to approve the Microsoft Office 365 license renewal
4 and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
5 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

6
7 **ADJOURN TO A CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE OR**
8 **LEASE OF REAL PROPERTY, REASONABLY IMMINENT LITIGATION, AND/OR TO**
9 **DISCUSS THE CHARACTER AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH**
10 **CODE §52-4-205).**

11 Councilwoman Bradshaw made a motion to adjourn to a closed meeting to discuss the
12 purchase, exchange or lease of real property, reasonably imminent litigation, and/or to discuss the
13 character and/or competency of an individual(s) to be held in the planning conference room and
14 Councilman Higginson seconded the motion. The motion passed with the following roll call vote:

15	Bradshaw	Aye
16	Bahr	Aye
17	Harris	Aye
18	Simonsen	Aye
19	Higginson	Aye

20
21 The regular session was adjourned to a closed session at 7:53 p.m.

22
23 The closed session was started at 7:59 p.m.

24
25 Councilwoman Harris made a motion to move back to the regular session and Councilwoman
26 Bradshaw seconded the motion. The motion was approved with Councilmembers Bahr, Bradshaw,
27 Harris, Higginson and Simonsen voting “aye”.

28
29 The regular session was reopened at 9:09 p.m.

30
31 Councilman Higginson made a motion to adjourn, and Councilwoman Harris seconded the
32 motion. The motion was approved with Councilmembers Bahr, Bradshaw, Harris, Higginson and
33 Simonsen voting “aye”.

34
35 The regular session was adjourned at 9:09 p.m.

36

Mayor Randy Lewis

City Recorder

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
September 6, 13 & 20, 2021
Author: Tyson Beck, Finance Director
Department: Finance
Date: September 28, 2021

Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.

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 paid, September 6, 13 & 20, 2021.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 6, 2021**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,664.30	223570	26471	Diag, Parts and Labor
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,061.00	223571	5044173-00	10' DE ARMS/Wedges - Customer # 6000052
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,388.31	223571	5044170-00	Insulators,Pole Pins,Clevis,Spools -Cust # 6000052
13120	BOUNTFUL MATTRESS	Landfill	575700 448000	Operating Supplies	3,135.00	223575	09072021	209 Mattresses Removed and Recycled
1531	C.H. SPENCER & COMPA	Water	515100 431000	Profess & Tech Services	5,767.44	223577	401032966	Service Contract for Compressor - Customer ID 1253
1602	CDW GOVERNMENT, INC.	Information Technology	104136 425000	Equip Supplies & Maint	6,820.13	223582	J306086	Cisco SmartNet,Connector and Firepower Support
1889	DAVIS COUNTY GOVERNMENT	Police	104210 431600	Animal Control Services	10,559.33	223590	114780	Aug.2021 Animal Control
13110	DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	11,698.88	223595	J004949B	SCADA - Customer Code 687
5026	EVERBASE / GLOBAL	Engineering	104450 425000	Equip Supplies & Maint	2,381.79	223598	INV21166	Alarm Controls and Surveillance
5026	EVERBASE / GLOBAL	Water	515100 431000	Profess & Tech Services	4,975.57	223598	INV21194	Camera Install at Water Treatment Plant
2517	HOME DEPOT CREDIT SE	Police	104210 426010	Tire House Maintenance	1,171.60	223601	4024192	Misc.Supplies
5446	INSTRUMENT CONTROL C	Light & Power	535300 448639	Substation	1,676.00	223605	5584	30"x90" Control Panel
5446	INSTRUMENT CONTROL C	Light & Power	535300 448639	Substation	1,836.00	223605	5583	32"x90"Control Panel
5549	JRCA ARCHITECTS,INC	Engineering	104450 431000	Profess & Tech Services	3,000.00	223613	18034-18	Additional CA Services provided in July 2021
4996	KEDDINGTON & CHRISTE	Finance	104140 431100	Legal And Auditing Fees	3,612.35	223614	4028	1st interim billing audit services for yr end 2020
4996	KEDDINGTON & CHRISTE	Light & Power	535300 431100	Legal And Auditing Fees	5,549.54	223614	4028	1st interim billing audit services for yr end 2020
12325	LEHI CITY	Light & Power	535300 448632	Distribution	17,979.50	223669	1827	2020 Wind Storm Restoration for Labor
12325	LEHI CITY	Light & Power	535300 448632	Distribution	3,343.40	223669	RM MATERIAL	2020 Windstorm Restoration Materials
13018	MONTROSE AIR QUALITY	Light & Power	535300 448613	Power Plant Operating Costs	11,000.00	223621	CINV-047963	ComplianceTest on Power Turbines- Cust ID C-009431
3321	NORTHERN POWER EQUIP	Light & Power	535300 448632	Distribution	1,031.10	223626	84625	Misc.Parts and Supplies - Cust # 8012986111
10370	PROTELESIS	Police	104210 428000	Telephone Expense	1,974.07	223634	XTLQ44093	Annual Maintenance - Cust # 6213-0812
10370	PROTELESIS	Light & Power	535300 448641	Communication Equipment	2,059.91	223634	XTLQ44093	Annual Maintenance - Cust # 6213-0812
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	1,223.35	223635	2841747	Tires for Sanitation - Acct # 2801867
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	2,171.62	223635	2841746	Tires - Acct # 2801867
3938	SKM INC.	Water	515100 474500	Machinery & Equipment	3,705.47	223645	20898	Project 001746.P Bountiful Barton Creek
4051	STATE OF UTAH	Water	515100 431000	Profess & Tech Services	1,097.82	223648	22L0000190	Lab Fees
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,293.88	223649	1238328	Misc.Parts and Supplies - Customer # 51024
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	26,478.47	223654	0329499	Fuel Purchase - Acct # 000275
4285	TYLER TECHNOLOGIES,	Streets	104410 424000	Office Supplies	5,455.38	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Light & Power	535300 429300	Computer	9,784.75	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Planning	104610 425000	Equip Supplies & Maint	10,205.35	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Engineering	104450 429300	Computer Hardware	11,142.45	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Human Resources	104134 429200	Computer Software	11,359.01	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Finance	104140 429200	Computer Software	15,313.56	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4285	TYLER TECHNOLOGIES,	Treasury	104143 429200	Computer Software	23,784.70	223655	045-347820	Support, Maintenance, and Licensin- Cust # 41630
4331	USA BLUE BOOK (DBA)	Water	515100 448000	Operating Supplies	1,476.46	223657	706232	Testing Supplies - Customer # 228844
4450	VERIZON WIRELESS	Police	104210 428000	Telephone Expense	2,070.54	223663	9886864798	Acct # 771440923-00001
TOTAL:					<u>232,248.03</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 13, 2021**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,739.06	223671	09012021	August 2021 Recycling Fees
1211	ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,544.00	223677	205473	Cold Mix for Patching
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223678	71J34621	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223678	71J34721	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223678	71T77521	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223678	71T77621	Tree Trimming - Customer # 025450
12998	B&M ENERGY & INFRAST	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	7,039.50	223679	79-1223114	Bore and Install CONduits - Customer # 1498237
12998	B&M ENERGY & INFRAST	Light & Power	535300 448633	Street Light	10,771.75	223679	79-1223114	Bore and Install CONduits - Customer # 1498237
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	24,244.75	223689	113102	Tubgrinding during May 2021
1602	CDW GOVERNMENT, INC.	Water	515100 429300	Computer Hardware	1,519.04	223694	F235645	Surface Pro - Cust # 6530022
1602	CDW GOVERNMENT, INC.	Water	515100 429300	Computer Hardware	1,540.95	223694	G635589	Surface Pro - Cust # 6530022
1716	CMT ENGINEERING LABO	Streets	454410 473500	Road Reconstruction	4,278.00	223699	96746	Project 017061, 1000 North Reconstruction
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	40,736.59	223709	09012021M	Natural Gas Account # 6056810000
2003	DUNCAN ELECTRIC SUPP	Light & Power	535300 448633	Street Light	1,149.90	223710	167511-1	Street Light Fuse Holder- Cust Acct # 021350
11008	GOODFELLOW CORP	Streets	104410 425000	Equip Supplies & Maint	15,000.00	223724	INV111663	Mill RX300
12227	GRAHAM FIRE APPARAT	Streets	104410 425000	Equip Supplies & Maint	1,308.98	223726	UT2021239	Surge Tank, Sight Glass, Turn Signal Kit
2537	HOSE & RUBBER SUPPLY	Streets	104410 425000	Equip Supplies & Maint	1,328.72	223739	01574706	Misc.Parts and Supplies - Customer B1580
2605	INTERFORM	Light & Power	535300 445202	Uniforms	1,126.05	223746	310414	FR Work Jeans - Acct # 9334
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	223753	SLC09210055	Custodial Service for Sept. 2021
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	7,503.60	223758	7440	Overlay - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	13,827.82	223758	7435	Overlay - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,068.06	223759	396024	Road Base - Customer # BCTY07399
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	3,839.53	223759	396081	Road Base - Customer # BCTY07399
8635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	3,150.00	223762	08312021	Legal Fees for Aug.2021
2987	M.C. GREEN & SONS IN	Streets	454410 473500	Road Reconstruction	452,678.15	223767	4470	Application 3 - 1000 N Reconstruction
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	3,878.61	223769	5213019	Misc.Parts and Supplies - Customer # 378866
3195	MOUNTAINLAND SUPPLY	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	1,166.09	223776	S104230899.0	Misc.Parts and Supplies - Customer # 18502
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	27,760.00	223776	S104292494.0	Pipe for Inventory - Customer # 18498
5119	NORCO, INC.	Light & Power	535300 448636	Special Equipment	3,482.00	223784	32321594	CO2 Monitors - Acct # DVTC5
3375	OLYMPUS INSURANCE AG	Workers' Comp Insurance	646400 451000	W/C Reinsurance Premiums	7,709.00	223789	15870	PerConfirm w/City independent Auditor-Workers Comp
8040	OTTO ENVIRONMENTAL	Sanitation	585800 448010	Garbage Containers	20,249.00	223790	INV-39197	300 Garbage Containers - Customer # 1004455
4844	OWEN EQUIPMENT	Storm Water	494900 425000	Equip Supplies & Maint	1,592.22	223792	00104423	Misc.Parts and Supplies - Acct # S1234
12519	PARAGON CONSTRUCTION	Storm Water	494900 473106	Storm Drain Construction	38,627.19	223794	1211	Oakwood Dr. Storm Drain Work
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	3,161.16	223802	2843173	Tires for Sanitation Trucks- Acct # 2801867
11293	RETEGO	Water	515100 431000	Profess & Tech Services	1,750.00	223804	20210906-00	Lab Fees
3731	RMT EQUIPMENT	Golf Course	555500 425100	Special Equip Maintenance	3,985.00	223805	E04101	Yahama Refresher Stock # C0001365-Acct# BOUNT02
3731	RMT EQUIPMENT	Golf Course	555500 425100	Special Equip Maintenance	3,995.00	223805	E04015	Yamaha Refresher Stock #017609 - Acct # BOUNT002
3805	S.D.P. MANUFACTURING	Light & Power	535300 448635	Vehicles	6,651.85	223809	48895	Impact series paddle style transmitter
4229	TOM RANDALL DIST. CO	Landfill	575700 425000	Equip Supplies & Maint	1,315.09	223823	0329648	Bulk Oil - Account # 000138
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	3,534.68	223823	0329507	Fuel - Acct # 000276
4229	TOM RANDALL DIST. CO	Golf Course	555500 425100	Special Equip Maintenance	3,745.05	223823	0328454	Fuel - Acct # 000276
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,012.58	223836	9887420272	Acct # 371517689-00001
4530	WEAR PARTS PLUS, LLC	Landfill	575700 425000	Equip Supplies & Maint	3,835.50	223837	4618	Misc.Parts and Supplies
TOTAL:					<u>793,840.27</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 20, 2021**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,253.51	223848	27141	Replace Seized Circulation Pump and Labor
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,218.20	223848	27133	Service Call and Labor
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,495.40	223852	72J82621	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223852	72J82721	Tree Trimming - Customer # 025450
13120	BOUNTIFUL MATTRESS	Landfill	575700 448000	Operating Supplies	2,205.00	223859	09182021	147 Mattresses Removed and Recycled
1615	CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	1,070.19	223864	5107XLB153-2	Acct # 5107XLB153
2009	DURK'S PLUMBING SUPP	Cemetery	595900 473100	Improv Other Than Bldgs	4,457.85	223877	02638278	Misc.Sprinkler Parts - Acct # 512
2055	ELECTRICAL CONSULTAN	Light & Power	535300 448639	Substation	1,306.50	223879	96029	Project #BCP-020 - SE Sub Engineering Services
2055	ELECTRICAL CONSULTAN	Light & Power	535300 448639	Substation	10,007.50	223879	96048	Project BCP-020 -SESubstation Breaker
2058	ELECTRO INDUSTRIES	Light & Power	535300 448639	Substation	2,905.00	223880	INV-12138	SE Sub Power Meters
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,645.00	223887	20897	Turf Treatment
12942	HYDRO VAC EXCAVATION	Streets	104410 473400	Concrete Repairs	34,632.00	223892	09162021	Work Completed in Aug. 2021
2657	ITRON CORPORATE BUIL	Light & Power	535300 429300	Computer	1,075.33	223895	601206	Software Maintenance - Customer # 1480
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	2,701.58	223907	S104245096.0	Misc. Parts - Customer # 18498
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	1,409.10	223910	21056	Office 365 Spanning Backup 30 Licenses
3271	NETWIZE	Legal	104120 425000	Equip Supplies & Maint	1,482.54	223910	21261B	Dell Laptop - Legal- VOCA Grant
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	9,162.00	223910	21093	Windows Server Device CAL's,200 Licenses for 3yrs
12916	OMAN ELECTRICAL	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	2,350.00	223914	090521C	Temp Pedestal at Maintenance Building at Cemetery
3402	PACIFICORP	Light & Power	535300 448628	Pineview Hydro Operating Costs	1,649.39	223915	CR215574	2021 Operations and Maintenance- Cust # 10000242
5429	PERFORMANCE FORD LIN	Parks	454510 474500	Machinery & Equipment	32,879.00	223917	208811	2021 F-150 Vin# 1FTFW1E57MFC36747
5429	PERFORMANCE FORD LIN	Parks	454510 474500	Machinery & Equipment	32,879.00	223918	208812	2021 F-150 VIN# 1FTFW1E59MFC36748
3982	SOUTH DAVIS METRO FI	Fire	104220 431000	Profess & Tech Services	1,181,243.00	223932	09012021	Qtr 1 & 2 FY2022 service charges
13170	TECHNOLOGY PROVIDERS	Legislative	104110 466000	Contingency	2,187.36	223941	51494	Upgrade City Council Chambers AV System
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	1,656.75	223942	1529821	Fluoride - Customer # 0205700
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,154.00	223942	1529824	Fluoride - Customer # 0205700
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,319.75	223942	1529822	Fluoride - Customer # 0205700
5000	U.S. BANK CORPORATE	Golf Course	555500 426020	Clubhouse Building Maintenance	1,144.05	223944	09102021BH	Trvl/Train,ParkSupplies- Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	104510 448000	Operating Supplies	1,148.25	223944	09102021BH	Trvl/Train,ParkSupplies- Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 423000	Travel & Training	1,330.46	223944	09102021DE	SWAT Training Supplies -Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 414000	Uniform Allowance	1,385.73	223944	09102021EB	Dry Cleaning, Staff Mtg -Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Cemetery	595900 473100	Improv Other Than Bldgs	1,616.15	223944	09102021BH	Trvl/Train,ParkSupplies- Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Planning	104610 423000	Travel & Training	1,750.17	223944	09102021FA	TrvlndTraining Expense-Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 423000	Travel & Training	1,897.30	223944	09102021DG	SWATTrain,PrintInk,OffSup-Acct#4246-0445-5571-8851
5000	U.S. BANK CORPORATE	PSAP - E911	104219 423000	Travel & Training	2,025.60	223944	09102021DG	SWATTrain,PrintInk,OffSup-Acct#4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	104510 423000	Travel & Training	2,832.65	223944	09102021BH	Trvl/Train,ParkSupplies- Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Executive	104130 423000	Travel & Training	4,024.00	223944	09102021SA	Water,Flowers,Training-Acct# 4246-0445-5571-8851
9364	VISTA OUTDOOR SALES	Golf Course	555500 448240	Items Purchased - Resale	1,471.14	223949	292903	Golf Accessories - Acct # 199088-0000
					TOTAL:			<u>1,368,775.65</u>

City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Biehler
Department: Police Department
Date: September 23, 2021

Background

The following is a request to approve the purchase of two police vehicles. Funding for these vehicles is included in our FY 2022 budget.

Analysis

The vehicles to be purchased are:

One 2022 Jeep Grand Cherokee assigned to the detective division (POP Unit). The Jeep will be purchased from Ken Garff Jeep at the Utah State Contract price of \$33,841. This price is within the amount budgeted in our FY2022 budget. This is a non-traditional police vehicle make and model due to the nature of some investigations the POP Unit performs.

One 2022 Ford Explorer assigned to the detective division. The Explorer will be purchased locally at Performance Ford at a price comparable to the Utah State Contract bid price. The vehicle from Performance Ford will cost \$29,987.

We will sell the vehicles that are being replaced which are:

2008 Ford Explorer with 41,800 miles
2014 Jeep Grand Cherokee with 72,000

Department Review

The Police Department and City Manager have reviewed this staff report.

Recommendation

I respectfully request your approval to purchase two police vehicle in the amount of \$63,828. Thank you for your consideration in this matter.

Significant Impacts

Sufficient funds are currently budgeted.

Attachments

Jeep Cherokee quote from Ken Garff
Ford Explorer quote from Performance Ford.

CNGP530 VEHICLE ORDER CONFIRMATION 08/30/21 11:28:22

==> 2022 EXPLORER 4-DOOR Dealer: F56023 Page: 1 of 1

Order No: 0003 Priority: L4 Ord FIN: QA493 Order Type: 5B Price Level: 215
 Ord Code: 100A Cust/Flt Name: BTFL PD PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8B 4DR 4WD BASE	\$35100	\$34048.00			
.119" WHEELBASE			153		
JS ICONIC SILVER					
7 CLOTH SEATS					
N SANDSTONE					
100A EQUIP GRP			B4A		
.18" PNTD ALUM					
99B 3.3L V6 TI-VCT	NC	NC			
44T .10SPD AUTO TRAN	NC	NC			
P255/65R18 A/S					
FLEET SPCL ADJ	NC	(455.00)			
16A FLR LINERS	160	150.00			
425 50 STATE EMISS	NC	NC			
52T T/TOW CLASS IV	545	512.00			
52X START-STOP REMV	NC	NC			
			TOTAL	37050	33286.38
			TOTAL	37050	33286.38

FLEX-FUEL
 FRT LICENSE BKT NC NC
 SP DLR ACCT ADJ (1243.00)
 SP FLT ACCT CR (984.00)
 FUEL CHARGE 6.38
 NET INV FLT OPT NC 7.00
 DEST AND DELIV 1245 1245.00
 BASE AND OPTIONS 37050 33286.38
 THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library
 S099 - PRESS F4 TO SUBMIT QC07324

V1DP0493 2,6

Your Price
 33,587
 (3600) #

 29,987 ⁰⁵

MUST BE CREDITED BEFORE 10/5/2021



West Valley

Bountiful City PD

August 25, 2021

Proposal

Ken Garff West Valley Chrysler, Jeep, Dodge, Ram hereby proposes to furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the vehicle and equipment herein described and for the following prices listed below. In the event the uses his own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

2022 Jeep Grand Cherokee Laredo 4X4

\$38,841.00 EA

Estimated Completion 8-10 weeks from PO

Please see attached specifications

All Vehicles and equipment shall be supplied in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by Ken Garff West Valley of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All Vehicles shall be paid NET UPON DELIVERY. (NO EXCEPTION)

All prices or quotations are subject to change or withdrawal unless accepted within 90 days from the date herein set forth.

BY:

Wes Robinson

Ken Garff West Valley CJDR

Government Sales

801-297-7415

wesr@kengarff.com

Bountiful City PD

KEN GARFF WEST VALLEY CHRYSLER JEEP DO
4175 W 3500 SOUTH
WEST VALLEY CITY, UT 841203203

Configuration Preview

Date Printed: 2021-08-24 3:28 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 00D7U Bountiful City Corporation
FAN 2:
Client Code:
Bid Number: TB1093
PO Number:

Sold to: KEN GARFF WEST VALLEY CHRYSLER JEEP
DODGE RAM FIAT (44644)
4175 W 3500 SOUTH
WEST VALLEY CITY, UT 841203203
Ship to: KEN GARFF WEST VALLEY CHRYSLER JEEP DODGE RAM FIAT (44644)
4175 W 3500 SOUTH
WEST VALLEY CITY, UT 841203203

Vehicle: 2021 GRAND CHEROKEE LAREDO 4X4 (WKJH74)

	Sales Code	Description	MSRP(USD)
Model:	WKJH74	GRAND CHEROKEE LAREDO 4X4	34,650
Package:	2BE	Customer Preferred Package 2BE	1,550
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	245
	APA	Monotone Paint	0
	*A5	Cloth Bucket Seats	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	AJY	Security and Convenience Group	2,000
	YEP	Manuf Statement of Origin	0
	TBP	Full Size Spare Tire	0
	MDA	Front License Plate Bracket	0
	ACX	Mopar Interior Protection Group	275
	AHX	Trailer Tow Group IV	995
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1093	Government Incentives	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,495

Total Price: 41,210

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

my 2022 \$ 35,841.00
state fees inc

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

City Council Staff Report

Subject: Real Estate Purchase Agreement
120 South and 200 West
Author: Clinton Drake
Dept: Legal
Date: September 28, 2021



Background

The City recently built a water tank on property located at approximately 1385 East Bountiful Boulevard (the "Property"). The Property is approximately .78 acres and is owned by D.U. Company Inc. The City and D.U. Company previously agreed to allow the construction of the water tank through a right of occupancy agreement. Construction on the water tank has been completed. The parties now need to finalize the transaction by approving the Real Estate Purchase Contract and completing a lot line adjustment through the Administrative Committee. The agreed upon purchase price is one hundred eighty-five thousand dollars (\$185,000).

Analysis

The City has already built and maintains an active water tank on the Property. Two appraisals have been completed for the property (Appraisals were \$170,000 and 197,500). The agreed upon purchase price was based upon the middle range of the two appraisals. Once the Council approves the purchase of the property Staff will work with the D.U. Company to complete a lot line adjustment for the Property.

Department Review

This staff report was prepared by the City Attorney and the City Manager.

Significant Impacts

Approval of the Agreement will conclude negotiations and set the transaction for closing. After closing, the City will own fee title to the Property.

Recommendation

It is recommended that the City Council approve the Resolution Approving the Real Estate Purchase Agreement for Property Located at Approximately 1385 East Bountiful Boulevard, Bountiful, Utah.

Attachments

Real Estate Purchase Agreement

Arial Photo of the Property

Resolution 2021-18



REAL ESTATE PURCHASE CONTRACT FOR LAND

This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this 14th day of September, 2021 ("Offer Reference Date") Bountiful City ("Buyer") offers to purchase from D.U. Company Inc. ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$0 in the form of not applicable. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage none Phone: _____

Received by: not applicable on _____ (Date)
(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: 1385 East Bountiful Boulevard (.787 acres)
also described as: full legal description contained in Addendum No. 1
City of Bountiful County of Davis, State of Utah, Zip 84010 (the "Property").
Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items (specify) Water tank/public works facility (already constructed and owned by Buyer)

1.2 Excluded Items (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$ 185,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

- \$0 (a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
- \$ not applicable (b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.
- \$ not applicable (c) **Seller Financing** (see attached Seller Financing Addendum)
- \$ 185,000 (d) **Balance of Purchase Price in Cash at Settlement**
- \$ 185,000 **PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

Page 1 of 6 pages Buyer's Initials [Signature] Date 2/14/2021 Seller's Initials [Signature] Date 9-21-21

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) _____

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; _____ Hours after Closing; _____ Calendar Days after Closing; Other (explain) _____

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent not applicable, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage not applicable, represents Seller both Buyer and Seller as a Limited Agent;
Buyer's Agent not applicable, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage not applicable, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;
- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;

- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1
 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

Page 4 of 6 pages Buyer's Initials SYL/SL Date 9/14/2021 Seller's Initials 9-21-21 Date CLB

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Page 5 of 6 pages Buyer's Initials PRL/H Date 7/14/2021 Seller's Initials CKB Date 9-21-21

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline	September 17, 2021	(Date)
(b) Due Diligence Deadline	September 24, 2021	(Date)
(c) Financing & Appraisal Deadline	not applicable	(Date)
(d) Settlement Deadline	September 30, 2021	(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [x] PM Mountain Time on September 15, 2021 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

[Signature] 9/14/2021
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

Gary R Hill
 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
- REJECTION:** Seller rejects the foregoing offer.

[Signature] 9-21-21 1:30
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

(Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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**ADDENDUM NO.
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of September 14, 2021, including all prior addenda and counteroffers, between Bountiful City as Buyer, and D.U. Company Inc. as Seller, regarding the Property located at 1385 East Bountiful Boulevard (.787 acres). The following terms are hereby incorporated as part of the REPC:

Beginning at a point on the east line of Lot 6, Quallbrook Subdivision Plat A, said point being
 N0°56'39"E 343.00 ft and S0°56'39"E 494.99 ft from the West ¼ Corner of Section 21, Township 2
 North, Range 1 East, Salt Lake Base & Meridian and running the following 7 courses: N0°56'39"E 73.15
 ft along the east line of Lot 6, thence N45°00'00"E 132.68 ft, thence N90°00'00"E 99.23 ft, thence
 S30°00'00"E 68.91 ft, thence S0°00'00"E 115.27 ft, thence S90°00'00"W 195.43 ft along the Grantor's
 south line, thence N76°30'00"W 34.22 ft along the north Right-of-Way line of a 66 ft wide street to the
 point of beginning. Contains 0.787 acres.

The Parties previously contracted to allow Buyer to construct a large water tank on the subject property. Buyer is the sole owner of said water tank and associated improvements on the subject property. This REPC and Addendum is for the underlying land on which the water tank sits. Concurrently with this REPC the Parties will submit a joint application for a lot line adjustment through Bountiful City. Buyer will be responsible for all costs associated with the lot line adjustment. Seller agrees to work with Buyer to complete the lot line adjustment. This transaction is being completed under the threat of eminent domain. The parties agree that said threat of eminent domain is for a lawful public purpose (water tank). Offer to purchase is contingent upon Bountiful City Council approval.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): **REMAIN UNCHANGED** **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until _____ AM PM Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

9/20/21 9/14/2021 6:00 PM
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. ____.

C. Brown 9-21-21 1:30
 (Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

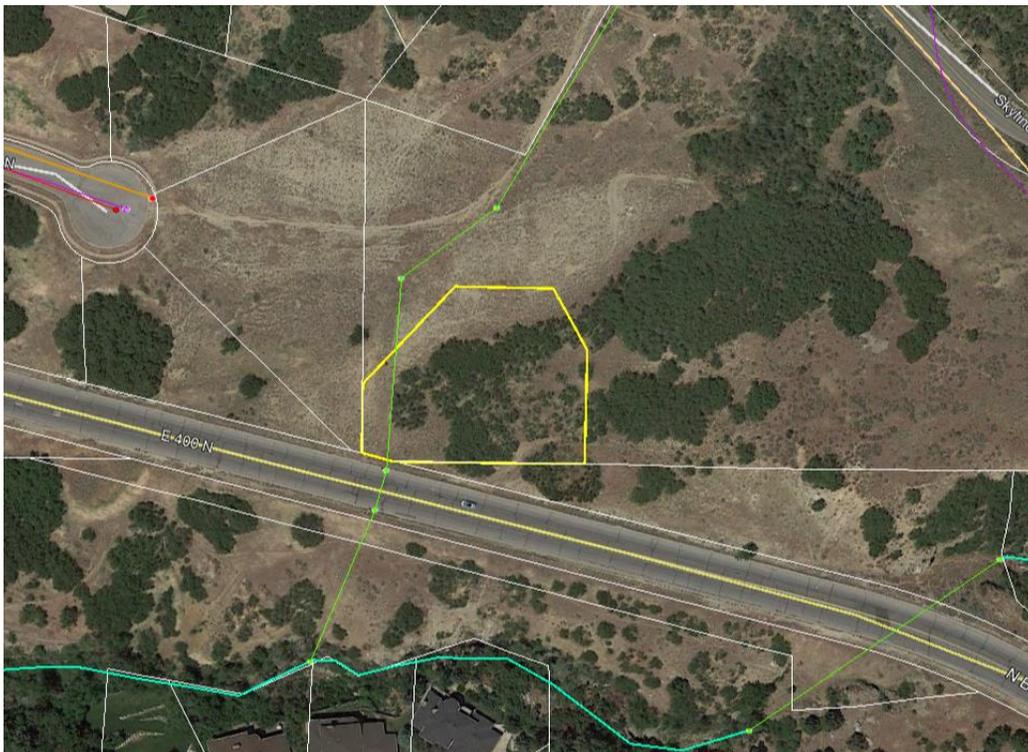
(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Beginning at a point on the east line of Lot 6, Quailbrook Subdivision Plat A, said point being $N0^{\circ}56'39''E$ 343.00 ft and $S0^{\circ}56'39''E$ 494.99 ft from the West $\frac{1}{4}$ Corner of Section 21, Township 2 North, Range 1 East, Salt Lake Base & Meridian and running the following 7 courses: $N0^{\circ}56'39''E$ 73.15 ft along the east line of Lot 6, thence $N45^{\circ}00'00''E$ 132.68 ft, thence $N90^{\circ}00'00''E$ 99.23 ft, thence $S30^{\circ}00'00''E$ 68.91 ft, thence $S0^{\circ}00'00''E$ 115.27 ft, thence $S90^{\circ}00'00''W$ 195.43 ft along the Grantor's south line, thence $N76^{\circ}30'00''W$ 34.22 ft along the north Right-of-Way line of a 66 ft wide street to the point of beginning.

Contains 0.787 acres.

Located at approximately 1385 East Bountiful Boulevard, Bountiful, Utah





BOUNTIFUL

MAYOR
Randy C. Lewis
CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

Bountiful City, Utah Resolution No. 2021-18

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT FOR PROPERTY LOCATED AT 1385 EAST BOUNTIFUL BOULEVARD, BOUNTIFUL, UTAH

WHEREAS, the Bountiful City Council desires to purchase property located at approximately 1385 East Bountiful Boulevard in Bountiful, Utah “Property”; and

WHEREAS, the City, through a right of occupancy agreement, has constructed and maintains a water tank on the Property, and

WHEREAS, since entering into a right of occupancy agreement with property owner, the City has continued to negotiate the purchase and sale of the Property; and

WHEREAS, the Parties have reached an agreement for the purchase and sale of the Property; and

WHEREAS, the Bountiful City Council finds that it is in the best interests of Bountiful City to enter into a real estate purchase agreement with the owners of the Property and purchase the Property.

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

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Real Estate Purchase Agreement labeled Exhibit “A” which is incorporated by this reference.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Real Estate Purchase Agreement and any other documents necessary to complete the transaction.

Section 3. Implementation. The City Manager and other City officials are authorized to perform all acts they deem necessary and appropriate to complete the transaction including, but not limited to, a lot line adjustment for the Property.

Section 4. Severability Clause. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 28th day of September, 2021.

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

City Council Staff Report

Subject: One Utah Mutual Assistance Agreement Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: September 28, 2021



Background

The wind event in September 2020, emphasized the need to have a Mutual Assistance Agreement between PacifiCorp, the Municipalities, and the REA's. Linemen were in short supply for all utilities due to the size of the event and other events in the county at time. We have received the draft agreement and believe it would be good for us to enter into this agreement to give and receive support when needed. The Governor is planning on holding a signing Ceremony at the Utah State Capitol on October 7, 2021 at 3:15 pm.

Analysis

Staff has reviewed this Mutual Assistance Agreement and believe it would be in the good for the City and the State as a whole.

Department Review

This agreement has been reviewed by Staff, City Manager, and the City Attorney.

Significant Impacts

This will have no significant impact on the budget and will provide stability and reliability to the entire state power systems.

Recommendation

Staff recommends that the Council approves the One Utah Mutual Assistance Agreement and authorize the Mayor to sign it on behalf of Bountiful City

This item will be taken to the Power Commission meeting on Tuesday morning, and we will bring their recommendation to the meeting.

Attachments

Draft One Utah Mutual Assistance Agreement

ONE UTAH MUTUAL ASSISTANCE AGREEMENT

This Mutual Assistance Agreement (“**Agreement**”) is entered into by and between PacifiCorp dba Rocky Mountain Power (“**Rocky Mountain Power**”), the Utah Rural Electric Cooperative Association (“**URECA**”); and entities, as indicated on a signature page to this Agreement, which belong to URECA (“**URECA Members**”), the Utah Associated Municipal Power Systems (“**UAMPS**”); and entities, as indicated on a signature page to this Agreement, which belong to UAMPS (“**UAMPS Members**”), the Utah Municipal Power Agency (“**UMPA**”); and entities, as indicated on a signature page to this Agreement, which belong to UMPA (“**UMPA Members**”). Each of Rocky Mountain Power, URECA and its Members, UAMPS and its Members, and UMPA and its Members are individually referred to as a “**Party**” and together as the “**Parties**.” The Agreement shall be effective as to a Party as of the date that such Party has executed the Agreement, as indicated on that Party’s signature page.

WHEREAS, as an association of its members, URECA represents 8 electric power distribution cooperatives and one generation and transmission cooperatives, who are the URECA Members and who provide electricity to over 70,000 homes, businesses, ranches, and farms across the state of Utah;

WHEREAS, Rocky Mountain Power is a regulated electric utility which provides electric utility services to captive customers within franchised service areas in Utah and is subject to the oversight of regulatory authorities, including the Utah Public Service Commission and the Federal Energy Regulatory Commission (FERC);

WHEREAS, UAMPS is a political subdivision of the State of Utah formed pursuant to the Utah Interlocal Cooperation Act representing 35 publicly-owned Utah electric utilities that provide electricity to consumers within their service territories;

WHEREAS, UMPA is a political subdivision of the State of Utah formed pursuant to the Utah Interlocal Cooperation Act representing six municipal electric utilities and provides electricity to consumers within their service territories;

WHEREAS, in the event of an emergency, a Party may desire mutual aid or assistance from another Party, which may involve the provision of goods, services and/or specialized resources, or the emergency interchange of equipment or goods by one Party to the other; and,

WHEREAS, it is in the mutual interest of the Parties to be prepared to provide for emergency repair and restoration to services, systems and facilities on a reciprocal basis, and the purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from another Party.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the Parties agree as follows:

ARTICLE 1. PROVISION OF EMERGENCY ASSISTANCE

In the event of an emergency impacting the electric services of a Party, such Party (the “**Requesting Party**”) may request another Party (the “**Assisting Party**”) to provide assistance. The request for assistance may be made by phone and shall be followed up in writing or by email. In the

request, the Requesting Party shall set forth, to the extent reasonably practicable, the nature and scope of the assistance which is requested. The Assisting Party shall, in its sole discretion, determine if it shall provide assistance, including the extent and limitations of such assistance. The Assisting Party is not required to provide any assistance to the detriment of the Assisting Party's service; and the Assisting Party reserves the right, even after assistance has been initiated, to recall any and all personnel, material, equipment, supplies, and/or tools, at any time that the Assisting Party determines necessary for its own operations.

ARTICLE 2. SAFETY

The Assisting Party's safety rules shall apply to all work done by the Assisting Party. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution prior to the work in question being performed.

ARTICLE 3. CHARGES FOR ASSISTANCE

The Requesting Party shall make payment to the Assisting Party for all costs associated with the furnishing of assistance provided by the Assisting Party. Charges by the Assisting Party shall be at the Assisting Party's then current rates at the time of work (and not a prevailing rate or other rate charged by other utilities). Charges for assistance will begin when a request for mobilization of assistance is submitted by the Requesting Party to the Assisting Party; provided, however, costs associated with pre-notification of a potential need for assistance or gathering of information associated with responding to a request for mutual assistance will not be charged to the Requesting Party. The Requesting Party shall be responsible for all reasonable costs and expenses incurred by the Assisting Party in rendering assistance, as normally calculated in rendering emergency assistance in the electric utility industry. Unless otherwise agreed upon, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. In the event that the mutual assistance consists only of the interchange of a good, the Requesting Party shall reimburse the Assisting Party the replacement cost of the transferred good.

The Assisting Party shall not charge for benefits provided to employees while working under this Agreement. There will be no charges for fleet equipment (bucket trucks, digger derricks, trucks, etc.) by the Assisting Party unless the equipment is rented and with prior approval from Requesting Party. Actual fuel charges for transportation and equipment are chargeable.

ARTICLE 4. PAYMENT

The Assisting Party will bill the Requesting for mutual assistance rendered under this Agreement using the Assisting Party's normal invoicing procedures. Payments for mutual assistance shall be made by the Requesting Party within 60 days of receipt of an invoice.

ARTICLE 5. ACCOUNTING AND AUDITING

Providing Parties shall maintain such books and records as are necessary to support the

charges for mutual assistance, in sufficient detail as may be necessary to enable the Parties to satisfy applicable regulatory requirements (“**Records**”). All Parties shall (a) maintain the Records in accordance with good record management practices and with at least the same degree of completeness, accuracy, and care as it maintains for its own records and (b) maintain its own accounting records, separate from the other Parties' accounting records. Subject to the provisions of this Agreement, Records supporting mutual assistance billings shall be available for inspection and copying by any qualified representative or agent of a Party, at the expense of the inquiring Party. In addition, FERC or state commission staff or agents may audit the accounting records that form the basis for charges for emergency assistance. All Parties agree to cooperate fully with such audits.

ARTICLE 6. COOPERATION

The Parties will use good faith efforts to cooperate with each other in all matters related to the provision and receipt of mutual assistance. Such good faith cooperation will include using commercially reasonable efforts to obtain all consents, licenses, sublicenses, or approvals necessary to permit each Party to perform its obligations. Each Party shall make available to another Party any information required or reasonably requested by the Party related to the provision of mutual assistance and shall be responsible for timely provision of said information and for the accuracy and completeness of the information; provided, however, that a Party shall not be liable for not providing any information that is subject to a confidentiality obligation or a regulatory obligation not to disclose or be a conduit of information owned by it to a person or regulatory body other than the other Party. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits, utility regulatory proceedings, legal actions, or dispute resolution. Each Party shall fully cooperate and coordinate with each other's employees and contractors in the performance or provision of mutual assistance. The Parties shall not commit or permit any act that will interfere with the performance or receipt of mutual assistance by any Party's employees or contractors.

The Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

The Parties agree to prepare and share local operational primary contact information from each Party as attached in Exhibit A to this Agreement to assist in the communication of an emergency and the request for assistance. On an annual basis, the Parties agree to update and circulate the primary contact information.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

Each Party shall be responsible for (a) its compliance with all laws affecting its business, including, but not limited to, laws and governmental regulations governing federal and state affiliate transactions, workers' compensation, health, safety and security; (b) pursuant to the provisions of the applicable mutual aid agreement, any use it may make of the mutual assistance to assist it in complying with such laws and governmental regulations; and (c) compliance with FERC's Standards of Conduct, Market-Based Rate Affiliate Restrictions, and any comparable restrictions imposed by FERC or a State Commission.

ARTICLE 8. TERMINATION FOR CONVENIENCE

Any Party may terminate its participation in this Agreement either with respect to all, or part, of the mutual assistance provided hereunder at any time and from time to time, for any reason or no reason, by giving written notice of termination to the other Party.

ARTICLE 9. SUBCONTRACTORS

To the extent provided herein, the Parties shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by such subcontractors and shall maintain complete control over all such subcontractors, it being understood and agreed that anything not contained herein shall not be deemed to create any contractual relation between the subcontractor of any tier and the Parties.

ARTICLE 10. ADDING FUTURE PARTIES

Electric distribution entities operating in Utah may join this Mutual Assistance Agreement by following the procedures in this section without the necessity of amending this Agreement. Future electric parties are admitted upon signing the Agreement and completing the contact information in Exhibit A. Newly admitted parties shall have equal participation with all existing parties.

DRAFT

ARTICLE 10. AUTHORIZATION

URECA hereby represents and warrants that it is authorized on behalf of the URECA Members to enter into this Agreement and that, upon execution, the terms of the Agreement are binding upon the URECA Members.

ARTICLE 11. LIABILITY

- a. Indemnity. The Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.
- b. Limitation on Damages. No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.
- c. Limitation on Warranty. The vehicles or equipment which the Assisting Party shall provide to the Requesting Party shall not, to the actual knowledge of Assisting Party, be provided in unsafe operating condition, as represented by manufacturer standards and industry practices. EXCEPT AS EXPRESSLY PROVIDED IN THE PREVIOUS SENTENCE, THE ASSISTING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, SUITABILITY FOR USE, FREEDOM FROM DEFECT OR OTHERWISE OF SUCH VEHICLES OR EQUIPMENT. THE REQUESTING PARTY SHALL USE ANY VEHICLES AND EQUIPMENT PROVIDED IN RENDERING ASSISTANCE AT ITS OWN RISK.

ARTICLE 12. MISCELLANEOUS

- a. No Waiver. The failure of a Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.
- b. Choice of Law. This Agreement shall be construed under the laws of the state of Utah.
- c. Dispute Resolution. If the Requesting Party disputes any charge invoiced by the Assisting Party under this Agreement, the Requesting Party may pay under protest. The protest must be made in writing at the time payment is made. If a payment is made under protest, the Parties shall exchange their respective Records related to the charge(s) at issue and attempt to resolve the dispute through good faith negotiations. If the Parties are unable to resolve

any disputed charge after ninety (90) days, the Parties agree to attend an in-person mediation, with a mutually agreeable mediator. No Party may initiate any legal action with respect to the disputed charge until after a mediation has occurred (or a Party refuse to mediate, in contravention of the provisions in this paragraph).

- d. Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
- e. Severability. Any provision of this Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- f. Relationship of Parties and No Third-Party Rights. This Agreement does inure to the benefit of the Parties, but does not otherwise create any joint venture, partnership, undertaking, or business arrangement between the Parties nor any rights or benefits to third parties.
- g. Amendments and/or Modifications. Any amendment or modification of this Agreement, or additional obligation assumed by any Party in connection with this Agreement, shall be effective only if placed in writing and signed by all Parties or by authorized representatives of each Party.
- h. Entire Agreement. All understandings, representations, warranties, agreements and referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into this Agreement, which fully and completely express the agreement of the Parties with respect to the subject matter hereof.
- i. Counterparts. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signature pages follow]

IN WITNESS WHEREOF, the duly authorized officers or representatives of Rocky Mountain Power, URECA, UAMPS, and UMPA have executed this Mutual Assistance Agreement, with the intent to be legally bound as of the date set forth below.

DRAFT

EXHIBIT A

**One Utah Mutual Assistance Agreement
Primary Contact Information**

Rocky Mountain Power

Regions/Cities	Name	Title	Office Phone	Mobile Phone	Email

Utah Rural Electric Cooperative Association

Cooperatives	Name	Title	Office Phone	Mobile Phone	Email

Utah Associated Municipal Power Systems

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email

City Council Staff Report

Subject: Final Acceptance of Nathan's Subdivision
Authors: City Engineer
Date: September 28, 2021



Background

Nathan's Subdivision was granted final approval by the City Council in August, 2018. This subdivision consisted of 3 lots which fronted on to 400 North and 325 West Streets.

Analysis

Installation of utilities and roadway improvements were limited to the installation of a new sewer lateral and culinary service for the newly created lot (fronting on to 325 W and against Barton Creek) and the replacement of a limited quantity of curb, gutter and sidewalk associated with the installation of these service laterals.

After reviewing the condition of these improvements, the developer has completed all required repairs to the Engineering Department's satisfaction.

Department Review

This memo has been reviewed by the City Manager.

Significant Impacts

The City will now assume all responsibility for the maintenance of the public streets, and associated improvements.

Recommendation

Staff recommends the City Council accept the public improvements replaced for completion of Nathan's Subdivision, authorize the release of the bond, and relieve the developer of any further obligation.

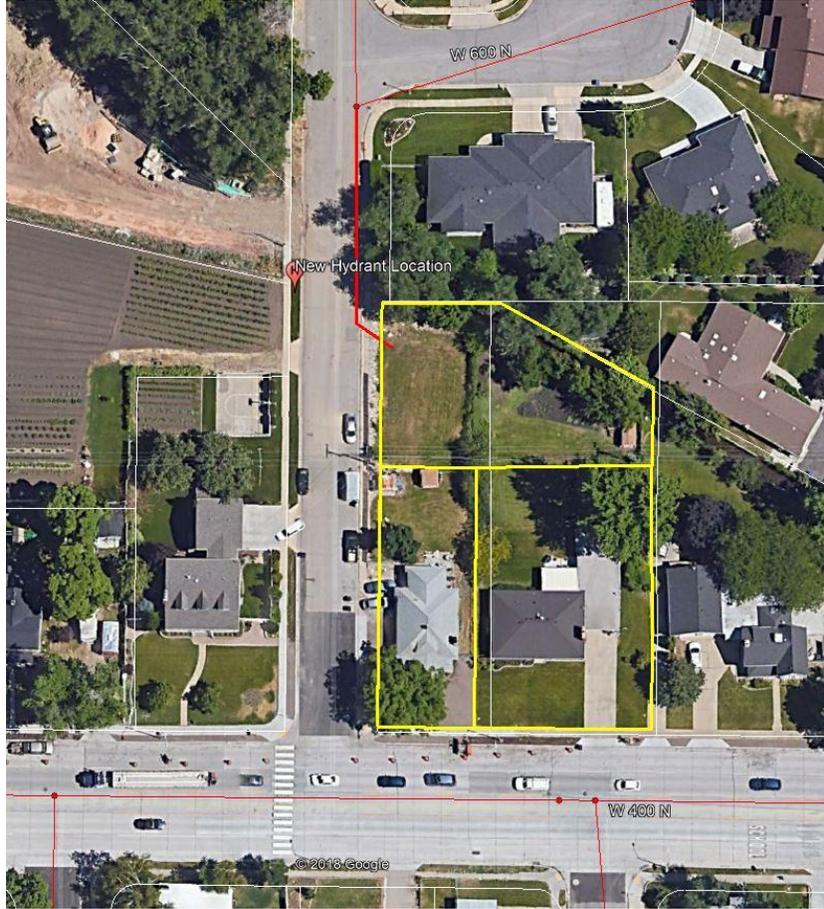


Figure 1 Nathan's Subdivision

City Council Staff Report

Subject: Pipe purchase
Author: Kraig Christensen
Department: Water Department
Date: September 28, 2021



Background

A well in our city's water distribution system has started to produce a higher level of radium than is allowed by the EPA (Environmental Protection Agency). To help correct the radium levels and drop below the allowed MCL (Maximum Contaminant Level) we have a state approved blending plan that will allow this to happen.

This plan involves installing a new section of 8" C900 pipe to be the new distribution line on Davis Boulevard from Center Street to 250 North. The existing 10" main line will be the transmission line from the 17.8 well and will carry the water that is pumped from this source and blend it with the water from our Holbrook reservoir.

We need to use a heavier classification of pipe (DR14) to withstand the pumping pressures that are being produced from our well, compared to the standard pipe (DR18) we use for our other main line replacement projects.

Analysis

We solicited three bids for the 8" and 10" C900 pipe needed for this project.

- Western Water Works Supply Co. \$29,204 (not in stock)
- Mountainland Supply Company \$27,760 (in stock)
- Ferguson Waterworks \$26,605 (not in stock)

Due to the ever-changing supply of pipe and the desire to return the Well 17.8 to full service as soon as possible, the City Manager authorized the purchase from Mountainland Supply company for \$27,760. They have the pipe we need for this project in stock and by purchasing from them the project can be started sooner, without the shipping wait times that the other suppliers will have.

City code authorizes the City Manager to authorize purchase greater than \$20,000 "for emergency expenditures or for actions which require prompt execution to avoid financial harm or loss, or to save cost, as determined by the City Manager."

Department Review

This report and purchase were reviewed by the Public Works Director and the City Manager.

Recommendation

Staff recommends the City Council approve the purchase of pipe authorized by the City Manager from Mountainland Supply Company for \$27,760.

Significant Impacts

The purchase and installation of this new pipe on Davis Blvd was not part of our planned pipe replacement for this year and will push one of our scheduled replacements into next year's plan.

Attachments

none

City Council Staff Report

Subject: Parks Work Truck

Author: Brock Hill

Department: Parks

Date: 28 September 2021



Background

Bountiful City has always been committed to providing fun, beautiful, and well-maintained parks and cemetery facilities for its citizens. This is accomplished through daily maintenance operations with 7 full time and 25 seasonal employees. We rely heavily on the maintenance equipment in our fleet and work hard to maintain and upkeep that equipment in safe and reliable working condition. We maintain 48 sites consisting of parks, detention basins, City owned facility landscapes, streetscapes, trailheads, and open spaces totaling 220 acres.

Analysis

Before FY2021 the Parks Department had 5 full time employees working as Parks Maintenance Supervisors and managed crews of 3-4 seasonal employees each. As part of the budget process for FY2021, it was identified that the parks department needed 2 additional full-time employees and 6-8 additional seasonal employees to support the new positions. Gratefully, the Council approved the two new full-time and additional seasonal parks positions for FY2021. In addition, 2 new work trucks were requested and approved as part of the new budget. The parks department relies heavily on the work trucks for the transportation of staff, equipment, supplies, and to help employees accomplish assigned maintenance tasks and operations.

Because of the current automobile industry delays and as directed by City Administration, Staff requested multiple price quotes for 2-2021 model 1/2-ton 4X4 4-door pickups in April 2021. At that time, we received three responses from the dealerships contacted. After reviewing the quotes received, we determined all were responsive responsible quotes based on the type of vehicle and equipment requested. In anticipation of continued auto industry supply issues and based upon preliminary low bidder status, approval to proceed with the order was given to Performance Ford Lincoln. The bids/quotes are as follows:

Performance Ford Lincoln (Bountiful)	\$35,674.00 each
Ed Kenley Ford (Layton)	\$41,611.00 each
Larry H. Miller (Salt Lake City)	\$43,632.00 each

The Parks Department recently took delivery of the two work trucks from Performance Ford and has submitted invoices for payment. At the time of delivery, the trucks were discounted an additional \$2,795 each to the price of \$32,879.00

Department Review

The review was completed by the Parks Departments

Significant Impacts

The work trucks have been budgeted for and there are sufficient funds in the FY2022 Capital Equipment budget to cover the costs associated with this purchase.

Recommendation

Staff recommends the Council approve the purchase of 2-2021 Ford F150 4X4 4-door crew work trucks from Performance Ford as the low-price bidder and for the discounted cost of \$32,879 each.

Attachments

None (quotes are available for review if requested)