

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, November 13, 2018

Work Session – 6:00 p.m.

Regular Session - 7:00 p.m.

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

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

AGENDA

6:00 p.m. – Work Session

1. Veteran’s memorial options discussion – Mr. Gary Hill 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 2 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. Approve minutes of previous meeting held on October 23, 2018 p. 7
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid October 22 & 29, 2018 p. 13
 - b. September 2018 financial report p. 17
7. CAFR and independent auditor presentation – Mr. Tyson Beck p. 31
8. Consider approval of the purchase of two ¾ ton pickup trucks from Performance Ford, a 1½ ton cab and chassis from Young Ford, traffic safety lights for all three vehicles and a bed for the 1½ ton truck in the total amount of \$116,642 – Mr. Mark Slagowski p. 33
9. Consider approval of the purchase of 80 wood poles from McFarland Cascade in the amount of \$51,060 – Mr. Allen Johnson p. 35
10. Consider approval of the selection of Ascent Construction as the Construction Manager/General Contractor for the Bountiful City Hall remodel project. – Mr. Lloyd Cheney p. 37
11. Consider approval of the Guaranteed Maximum Price of \$4,984,637 from Hogan Construction for the construction of the Downtown Plaza – Mr. Lloyd Cheney p. 47
12. Consider approval of the purchase of 13 Motorola radios in the amount of \$33,745 – Chief Tom Ross p. 57
13. Consider approval of Resolution 2018-13 and the Interlocal Agreement between Bountiful City and the South Davis Recreation District for the Construction, Operation and Maintenance of an Ice Ribbon – Mr. Clinton Drake p. 61
14. Discussion and determination of the procedure to fill the vacancy on the City Council – Mr. Clinton Drake p. 71
15. Adjourn to an RDA meeting with a separate agenda


City Recorder

City Council Staff Report



Subject: Veterans Memorial Park
Author: Gary Hill
Department: Administration
Date: November 13, 2018

Background

The concept of a veteran memorial has been suggested by veterans groups and interested residents for a few years now, with specific feedback received beginning when Council asked the public to help design Creekside Park. City Council has supported providing an appropriate location for a memorial. In 2016 the City Council appointed a committee to make recommendations on a location. This group identified and ranked several sites including (in order of preference):

1. New Downtown Plaza
2. Property adjacent to City Hall (North)
3. Bountiful City Cemetery
4. Jeep Posse / Brickyard Park

The last time this item was considered by the City Council the proposal was to build a memorial/monument on ground donated by the City. Since that time, a group of residents has formed a non-profit Veterans Park Foundation that proposes to build a veteran's park, not just a memorial. They propose that the park, like the smaller memorial before it, would be solely funded with private donations. Design would be done in conjunction with the City, and then upon completion, the improvements would be turned over to the City. The Foundation will present a concept of the park and would like to ask the City Council, if possible, to dedicate a location for the park/memorial.

Analysis

The Foundation has spent a considerable amount of time becoming organized, discussing designs, and planning for funding of a future memorial. Their proposed Veterans Park would use the property directly north of City Hall. The Foundation will present its compelling arguments for a memorial in that particular location at the work session. Staff has reviewed the proposal and has the following additional thoughts that the City Council might want to consider.

- Increasing the memorial/monument to the size of a park will increase the cost of maintenance.
- Whatever is built must be maintained by the City. Any park or memorial should be taken care of in a way that we are all proud of, well into the future. How the monument is built will dictate much of the future cost, for example:
 - o Make sure elements that are included are durable (no electronics)

- Avoid elements that would require special equipment
- The proposed site will limit what else can be done on the property.
 - The future of the Golden Years Center and the Library are still in question. It's uncertain what impact developing this property will have on that decision, other than limiting options.
 - It was intended when the RDA was renewed that the property in question, along with the rest of the campus, would be developed into a mixed-use, transit-oriented development and add the property to the tax roles. Admittedly, the decision by the Council to renovate the existing City Hall has potentially changed that position.
 - Perhaps most importantly, the design of the City Hall renovation is not yet complete. The renovation could include the installation of an in-ground heat pump system, that might make sense to construct under the adjacent property. Planning a park on that property now would preclude that as an option.
- We should make sure that no construction on a memorial/park begins until sufficient funds have been actually raised and collected (not just pledged). Staff should work with the Foundation on the phasing of improvements.
- We will need to follow state and local procurement and money management laws.
- The question of the size of the memorial (for example, a park instead of a monument) depends largely on the location. The property adjacent to City Hall would certainly accommodate a park, but other locations would necessarily limit the footprint of the improvements.
-

Department Review

This report has been reviewed by the City Manager, Planning Department, and the and the Parks Department.

Significant Impacts

Initial construction costs would be paid for by private donations via the Veterans Park Foundation. All costs thereafter would be the responsibility of the City, for which there is currently no budget. The Foundation has proposed to also raise fund for a maintenance endowment. This would be a great donation

The proposed location has many merits, including ample parking, adjacency to public uses (City Hall and the police station), and visibility. Choosing this location right now could limit using that property for other uses. That doesn't mean that it shouldn't be selected, only that it might be in the best interest of the City to wait.

Recommendation

The Veterans Park Foundation would like to know if the City Council is supportive of the concept they are proposing and would, if possible, have the Council decide on a location. It would be helpful if the City Council could provide direction on some of the following:

- The size of the proposed improvements (a park instead of a memorial)

- The nature of the proposed improvements (statue, memorial walls, paths, etc.)
- The location.

Staff recommends that a decision to use the adjacent property wait at least until the final design on the City Hall is completed.

Attachments

Material from the Bountiful Veterans Park Foundation (under separate cover)

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

October 23, 2018 – 6:00 p.m.

Present:	Mayor Pro Tem	Kendalyn Harris
	Councilmembers	Richard Higginson, Beth Holbrook, John Marc Knight, Chris Simonsen
	City Manager	Gary Hill
	City Attorney	Clinton Drake
	City Engineer	Lloyd Cheney
	Finance Director	Tyson Beck
	Police Chief	Tom Ross
	Power Director	Allen Johnson
	Parks Director	Brock Hill
	City Recorder	Shawna Andrus
	Recording Secretary	Darlene Baetz

Excused: Mayor Randy Lewis (attended Work Session)

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

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

Mayor Lewis welcomed those in attendance and called the session to order at 6:00 p.m.

CITY HALL REMODEL UPDATE – MR. LLOYD CHENEY

Mr. Cheney discussed the remodel of City Hall. He stated that there were seven proposals and the staff will be inviting two companies to return for a second meeting. Mr. Cheney asked the Council for their comments about the remodel of City Hall. The Council discussed that they would like the remodel of the inside and outside of the building to be inviting, friendly, more organized with clear department signs, multi-functional with more space for open concept use for public meetings. They would like to see the building used as a municipal building allowing civic meetings to be held at the building. The City Council chamber should have a good flow for meetings other than City Council or political meetings. The building needs to have good ADA access; basement should be utilized for possible offices or training space.

Chief Ross had a great concern about the security of the offices, staff and meeting rooms including the Council Chambers. City Hall guests have been finding their way into private areas of the offices.

Mr. Cheney discussed the challenge with the split entry for the stairs and cost and placement of the elevator in the building. He expressed his thanks to the Council and Staff for the feedback and recommendations. Staff will be sending out an email to the Council members for them to view the

1 proposed plans.

2
3 Mayor Lewis was excused to attend a CERT Training.

4
5 **PARKS MAINTENANCE DISCUSSION – MR BROCK HILL**

6
7 Mr. Brock Hill stated that the Parks Department’s goal is to welcome all to come and enjoy the parks.
8 There are 24 employees hired during the summertime to help with park maintenance.

9
10 Mr. Hill spoke about the Council’s concerns of the City’s greenhouse operation. The fixtures, A/C
11 and heating units are being repaired at the greenhouse and a commitment has been made that the
12 greenhouse will continue to be used. Funds have been made available for the greenhouse to purchase
13 plants for this next season and produce more of the plants used for the parks instead of purchasing
14 them. The Parks Department will continue to use volunteers to help with the planting. The Bountiful
15 bush at Bountiful City Park will be replanted in the spring.

16
17 Creekside Park will have the dead trees removed and replaced as soon as the contractor is available.
18 Chief asked the staff to inform any individuals complaining about noise, screaming or night security
19 to contact the police for assistance.

20
21 Mr. Brock Hill discussed that the reserved pavilions are cleaned up to two times a day depending on
22 the reservations for that day. Cleaning includes power washing, restrooms cleaned/restocked and
23 trash pickup. Non-reservable pavilions are power washed once a week or as needed with trash
24 pickup daily. The restrooms for all pavilions are closed during the winter due to lack of heating for
25 the pipes.

26
27 The Parks Department has 24 hour customer service. The on-call employee will respond to any
28 emergency calls within 20 minutes. Non-emergency resident concerns will be responded to within 24
29 hours.

30
31 Mr. Brock Hill discussed the issues associated for scheduling the use of the baseball diamonds. He
32 noted that there is currently no fee for the use of the fields.

33
34 **Regular Meeting – 7:00 p.m.**
35 **City Council Chambers**

36
37 Mayor Pro Tem Harris called the meeting to order at 7:00 p.m. and welcomed those in attendance.
38 RJ Violet and Carson Cass from Troop 397 led the Pledge of Allegiance; Bronson Sulser, High
39 Councilman, Bountiful North Canyon Stake, gave the opening prayer.

40
41 Mr. Gary Hill stated that the cameras would not be available for this meeting.

42
43 **PUBLIC COMMENT**

44
45 Denise Knight, Bountiful resident, wanted to take the time to thank Beth Holbrook for all her time,
46 hard work and consideration for the citizens in Bountiful. She commented that Beth has carried

1 herself with much dignity and class through all the years, and through all the hard times she has kept
2 kind, courteous and considerate with all the comments made to her.

3
4 **APPROVE MINUTES OF PREVIOUS MEETING – OCTOBER 9, 2018**

5
6 Mayor Pro Tem Harris presented the minutes from the previous meeting. Councilman Higginson
7 moved to approve the minutes as written and Councilman Simonsen seconded the motion. Voting
8 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting
9 “aye”.

10
11 **COUNCIL REPORTS**

12 No reports were given

13
14 **SUMMER CONCERTS RECAP AND BAR J WRANGLERS – MR. RICHARD WATSON**

15
16 Mr. Watson thanked Mayor Lewis for taking the CERT class. He thanked Ms. Holbrook for giving
17 him the opportunity to fulfil this position on Bountiful Community Council. The Concerts in the
18 Park were a huge success and very well attended. The Bar J Wranglers will be at Woods Cross High
19 School on December 14, 2018. Tickets will be available at both Dicks Markets, Lee’s Market, on-
20 line and reserved seating through Bountiful City.

21
22 Mr. Simonsen and Ms. Holbrook both commented that Mr. Watson is phenomenal in this position
23 and wanted to thank him for all his hard work at these events.

24
25 **RECOGNITION OF COUNCILWOMAN BETH HOLBROOK**

26
27 Ms. Holbrook announced that she was nominated by the Governor of Utah and unanimously
28 confirmed by the Utah State Senate to represent Davis, Weber and Box Elder in a new position with
29 UTA to help communities with transportation. She spoke about all she has gained as she represented
30 Bountiful citizens and would like to thank her friends and family for all the help they have given to
31 her. Ms. Holbrook stated that she will be officially resigning her City Council position as of
32 November 4, 2018.

33
34 Mayor Pro Tem Harris shared some of Ms. Holbrook accomplishments including her four terms (11
35 years) as a Bountiful City Council member, Bountiful City Administrative Committee member,
36 President of Utah League of Cities and Towns, Bountiful City Planning Commission member;
37 Bountiful City Power Commission member; Bountiful Community Service Council; Davis County
38 Mosquito Abatement District Board; Bountiful City Public Safety Finance and Administration; Parks
39 Recreation and Fine Arts Budget Committees and Bountiful City Recycling Program.

40
41 Mr. Cameron Diehl with the Utah League of Cities and Towns spoke about the difference that Ms.
42 Holbrook has made while she was in her position in the role of president of Utah League of Cities
43 and Towns. She has always shown a passion for the concerns of citizens, her attention toward all the
44 local issues and her love for Bountiful. Mr. Diehl thanked her for being the public face for the
45 League, believing in local government and all the time she has put in.

1 Council members spoke about the fondness they have toward Ms. Holbrook and the friends she has
2 made and that she will be missed on the Council. The City staff members and Council members
3 would like to thank Ms. Holbrook for her service to Bountiful City.
4

5 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID OCTOBER 1, 8 &**
6 **15, 2018**

7
8 Mayor Pro Tem Harris presented the expenditures/financial report and asked for a motion to approve.
9 Councilman Higginson moved to approve the weekly expenditures/reports and Councilman
10 Simonsen seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
11 Holbrook, Knight and Simonsen voting “aye”.
12

13 **CONSIDER APPROVAL OF THE PURCHASE OF AN EXHAUST STACK**
14 **REPLACEMENT FOR THE #1 TURBINE IN THE TOTAL AMOUNT OF \$236,541 – MR.**
15 **ALLEN JOHNSON**

16
17 Mr. Johnson explained that the #1 turbine exhaust stack failed and was replaced with a noisier turbine
18 exhaust stack. Staff recommends the replacement for the #1 turbine exhaust stack in the total amount
19 of \$236,541. Mr. Johnson stated that they will try to find a buyer for the old exhaust stack before
20 they decide to scrap the unit.
21

22 Councilman Knight made a motion to approve the purchase of an exhaust stack replacement for the
23 #1 turbine in the total amount of \$236,541 and Councilwoman Holbrook seconded the vote. Voting
24 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting
25 “aye”.
26

27 **CONSIDER APPROVAL OF RESOLUTION 2018-12 AUTHORIZING THE EXECUTION**
28 **AND DELIVERY OF A POWER SUPPLY AGREEMENT WITH THE UTAH ASSOCIATED**
29 **MUNICIPAL POWER SYSTEMS AND RELATED MATTERS – MR ALLEN JOHNSON**

30
31 Mr. Johnson explained that the Resolution will have the same contract and agreements that the prior
32 resolution has and will allow the City to go out in the market for future power purchases.
33

34 Councilman Knight moved to approve Resolution 2018-12 and Councilman Higginson seconded the
35 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and
36 Simonsen voting “aye”.
37

38 **CONSIDER APPROVAL OF THE PARKING EASEMENT AGREEMENT WITH TOWN**
39 **CENTER, LLC – MR. CLINTON DRAKE**

40
41 Mr. Drake explained that the development of the Renaissance Towne Center is moving forward. Last
42 year the City and Town Center, LLC entered into an agreement for the development of a portion of
43 the property. Part of that agreement includes a parking easement that the City will grant to Town
44 Center, LLC for the project. The parking easement will be for 40 stalls designated by the City with
45 the conditions outlined by staff.
46

1 Councilman Simonsen made a motion to approve the parking easement agreement with Town Center
2 LLC and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons
3 Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

4
5 **CONSIDER APPROVAL OF THE PRELIMINARY AND FINAL SITE PLAN FOR A**
6 **PROPOSED CAR WASH BUSINESS AT 2566 SOUTH 500 WEST – MR. CHAD**
7 **WILKINSON**

8
9 Mr. Lloyd Cheney explained that Quick Quack, a car wash, is the proposed development for this site.
10 Staff will require that the two lots be combined. The parking requirement for car washes will be
11 included in the stacking driveways. Staff recommends the driveway will be limited on the south to
12 right in and right out. Staff and the Planning Commission recommended that there be a reduction of
13 the setback on the north side to 10 feet due to the extensive landscaping. Also a solid masonry wall
14 to be installed along the north side of the property from the west end of the approximate end of car
15 wash to the east side the West side along the north side. The natural flow of the water from the
16 northeast corner will be redirected to 2600 South Street. Signage will be handled thru a separate
17 permit. Mr. Joseph Earnest, Quick Quack representative, stated that the size of this project is the
18 same size as the other locations.

19
20 Councilman Higginson made a motion to approve the preliminary and final site plan for the Quick
21 Quack Car Wash at 2566 S 500 West with the conditions outlined by staff and Councilwoman
22 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
23 Holbrook, Knight and Simonsen voting “aye”.

24
25 **CONSIDER FINAL PLAT APPROVAL OF THE BRISTOL VILLAGE PUD LOCATED AT**
26 **1940 SOUTH 200 WEST – MR. LLOYD CHENEY**

27
28 Mr. Cheney explained that Bristol Village is changing ownership of this location to a PUD. No other
29 changes will be made.

30
31 Councilman Higginson made a motion to approve the final plat approval and Councilwoman
32 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
33 Holbrook, Knight, and Simonsen voting “aye”.

34
35 **CITY COUNCIL MIDTERM VACANCY AND APPOINTMENT – MR. CLINTON DRAKE**

36
37 Mr. Drake explained that this appointment is necessary due to the midterm vacancy of
38 Councilwoman Holbrook and outlined the legal requirements for interested persons and notice
39 requirements for posting the vacancy.

40
41 The Council suggested staff advertise the notice of vacancy by Thursday, November 1, 2018,
42 applications to be submitted by Thursday, November 15, 2018, and a special meeting be held on
43 Tuesday, November 20, 2018.

1 Mr. Hill reminded the Council the draft interlocal agreement with the Rec District for the ice ribbon
2 has been given to Council members at this meeting and that a revised agreement will be emailed out
3 for final review and comments before the next Council meeting.

4

5 Mayor Pro Tem Harris asked for a motion to adjourn the regular session of City Council.
6 Councilwoman Holbrook made a motion to adjourn the meeting and Councilman Higginson
7 seconded the motion. The regular session of the City Council was adjourned at 8:20 p.m.

8

9

Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
October 22, 29, 2018

Author: Tyson Beck, Finance Director

Department: Finance

Date: Nov 13, 2018



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 October 22, 29, 2018.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 22, 2018**

<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	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,246.50	205597	14478	Maintenance and Repairs
1211	ASPHALT MATERIALS IN	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,414.55	205598	830668	Cold Mix
1602	CDW GOVERNMENT, INC.	Information Techno	10.4136.429200.	Computer Software	1,521.52	205606	PJM2008	Software Assurance for Window Server
1969	DIVERSIFIED INSPECTI	Light & Power	53.5300.448635.	Vehicles	2,755.00	205626	IND11245	Annual Safety Inspection all units
2008	DURA-CRETE INC	Water	51.5100.448400.	Dist Systm Repair & Maint	2,215.00	205628	135703	Meter Boxes
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	1,612.68	205634	1069237	Bend Tee
2329	GORDON'S COPYPRINT	Legislative	10.4110.422000.	Public Notices	1,786.80	205639	029146	Printing of November Newsletter
2501	HOGAN & ASSOCIATES C	Water	51.5100.472100.	Buildings	61,811.07	205644	13	App #13 Mueller Park Water Treatment Plant Upgrade
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	1,680.00	205649	21092	Meters Installed
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	3,508.20	205649	21093	Installed Meters
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,441.83	205654	3242	Patching
2886	LAKEVIEW ROCK PRODUC	Water	51.5100.461300.	Street Opening Expense	2,366.72	205656	363398	Road Base
2886	LAKEVIEW ROCK PRODUC	Water	51.5100.461300.	Street Opening Expense	3,454.01	205656	363351	Road Base
2932	LES SCHWAB TIRE CENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,697.52	205660	50200180383	Tires and Service
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	7,405.28	205667	S102833997.001	Misc. Parts and Tools
5553	PURCELL TIRE AND SER	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,263.20	205677	2873143	Tires and Service
9984	SPADE EXCAVATING INC	Light & Power	53.5300.474850.	CIP 15 Dist Sys Feeder#37?East	3,545.16	205685	40628	Project: Bountiful Waterline Project
9984	SPADE EXCAVATING INC	Water	51.5100.473110.	Water Mains	115,179.97	205685	40628	Project: Bountiful Waterline Project
8323	SYRETT, NICHOLAS	Police	10.4210.415000.	Employee Education Reimb	1,383.00	205690	10222018	Tuition Reimbursement
4229	TOM RANDALL DIST. CO	Landfill	57.5700.425000.	Equip Supplies & Maint	1,184.95	205695	0281480	Bulk Oil for Landfill
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	21,930.36	205695	0281248	Fuel
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	1,002.95	205698	10102018TK	Training Supplies//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Engineering	10.4450.425000.	Equip Supplies & Maint	1,132.50	205698	10102018LC	Equip.,Supplies,Cell Ph//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	10.4510.423000.	Travel & Training	1,400.00	205698	10102018BH	Sod,Golf&Parks Repair//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	1,611.27	205698	10102018DE	Equipment //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Executive	10.4130.423000.	Travel & Training	2,598.38	205698	10102018GH	Trvl&Train //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	2,961.71	205698	10102018TK	Training Supplies//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Golf Course	55.5500.426100.	Special Projects	12,800.00	205698	10102018BH	Sod,Golf&Parks Repair//Acct #4246-0445-5571-8851
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,535.66	205703	9815607872	Acct # 371517689-00001
8325	WESTERN WATER WORKS	Water	51.5100.448400.	Dist Systm Repair & Maint	1,335.17	205708	507656-00	Traffic Repair & Foster Adap
9030	WETCO INC	Water	51.5100.448000.	Operating Supplies	1,890.00	205709	12426	Chlorine Equipment
9030	WETCO INC	Water	51.5100.448000.	Operating Supplies	8,960.00	205709	12425	Chlorine Equipment
TOTAL:					<u>\$ 279,630.96</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 29, 2018**

<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	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,580.00	205714	14383	Cleaned and Chilled Water Loop
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448632.	Distribution	20,242.80	205715	55373	Drilling & Install 3"conduit for Power Lines
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	35,532.83	205715	55551	Drilling & Install 3"conduit for Power Lines
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	58,884.18	205715	55549	Drilling & Install 3"conduit for Power Lines
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,079.60	205717	80N92118	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,411.84	205717	79Y85818	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,054.56	205717	79Y85918	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,054.56	205717	80072018	Tree Trimming
1395	BODY WORKS UNLIMITED	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	1,201.03	205720	590	Police Vehicle Repair// Case #2018-0014-15
1428	BOUNTIFUL IRRIGATION	Redevelopment Agency	73.7300.455050.	Btfl Subconservancy Fees	1,104.28	205724	03-1994	2018 Irrigation Water Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	53.5300.424002.	Office & Warehouse	1,362.69	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	53.5300.448639.	Substation	1,497.39	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Streets	10.4410.427000.	Utilities	2,217.37	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	53.5300.448613.	Plant	3,692.38	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Water	51.5100.426000.	Bldg & Grnd Suppl & Maint	4,147.50	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Cemetery	59.5900.426000.	Bldg & Grnd Suppl & Maint	18,689.15	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	25,892.44	205724	03-1998	2018 Non-Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Parks	10.4510.461400.	Purchase Of Water	42,502.86	205724	03-1998	2018 Non-Taxable Assessment
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,522.28	205730	10222018	Acct # 801-578-0401 452B
1767	CONTEMPORARY IMAGE P	Light & Power	53.5300.445202.	Uniforms	4,460.00	205737	35580	FR Shirts / Pants
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	2,400.57	205746	1071101	Misc. Parts & Hydrant Ext
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,058.75	205766	3251	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,234.70	205766	3274	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	4,845.61	205766	3264	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	5,302.22	205766	3289	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	6,279.74	205766	3256	Patching
4844	LEGACY EQUIPMENT	Storm Water	49.4900.425000.	Equip Supplies & Maint	2,301.25	205770	88321	Sweeper Parts
2932	LES SCHWAB TIRE CENT	Government Buildings	10.4160.425000.	Equip Supplies & Maint	1,349.20	205771	50200181231	Tire and Service
8404	MAIN STREET INVESTME	Legislative	45.4110.472100.	Buildings	8,779.50	205773	11012018	Rent for December 2018
5553	PURCELL TIRE AND SER	Streets	10.4410.425000.	Equip Supplies & Maint	1,168.80	205793	2874039	Tires and Service
5553	PURCELL TIRE AND SER	Streets	10.4410.425000.	Equip Supplies & Maint	1,208.30	205793	2874035	Tires and Service
5553	PURCELL TIRE AND SER	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,210.10	205793	2874097	Tires and Service
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	1,413.00	205805	11545387319	700 PSI, Pressure & Transmitter
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	25,352.88	205813	0281903	Fuel
5322	UCS WIRELESS	Landfill	57.5700.425000.	Equip Supplies & Maint	1,580.00	205814	76156	Spare Radios for New Vehicles
5322	UCS WIRELESS	Streets	10.4410.425000.	Equip Supplies & Maint	1,975.00	205814	76156	Spare Radios for New Vehicles
5322	UCS WIRELESS	Storm Water	49.4900.425000.	Equip Supplies & Maint	2,352.94	205814	76159	Radio Installations, Antenna's & Cables
5322	UCS WIRELESS	Landfill	57.5700.425000.	Equip Supplies & Maint	2,352.94	205814	76159	Radio Installations, Antenna's & Cables
5322	UCS WIRELESS	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,352.94	205814	76159	Radio Installations, Antenna's & Cables
5322	UCS WIRELESS	Streets	10.4410.425000.	Equip Supplies & Maint	2,352.95	205814	76159	Radio Installations, Antenna's & Cables
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,232.07	205818	10262018	Power Resources for September 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448628.	Pineview Hydro	4,359.55	205818	10262018	Power Resources for September 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	134,660.14	205818	10262018	Power Resources for September 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	232,558.39	205818	10262018	Power Resources for September 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool etc)	560,938.02	205818	10262018	Power Resources for September 2018
10105	UTAH DISASTER KLEENU	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	2,500.00	205819	SI-16664	Water Department Claim
4815	WESTERN STATES CIRCU	Light & Power	53.5300.448639.	Substation	3,950.00	205824	1698-18RA	Rebuild VCP Breaker
TOTAL:					<u>\$ 1,263,199.30</u>			

City Council Staff Report

Subject: September 2018 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: November 13, 2018



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative revenue and expenditure data for September 2018 compared to the past three fiscal YTD periods through each respective September.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2019 budget portion of these reports is the originally adopted FY2019 budget approved by the City Council in August of 2018.

Recommendation

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

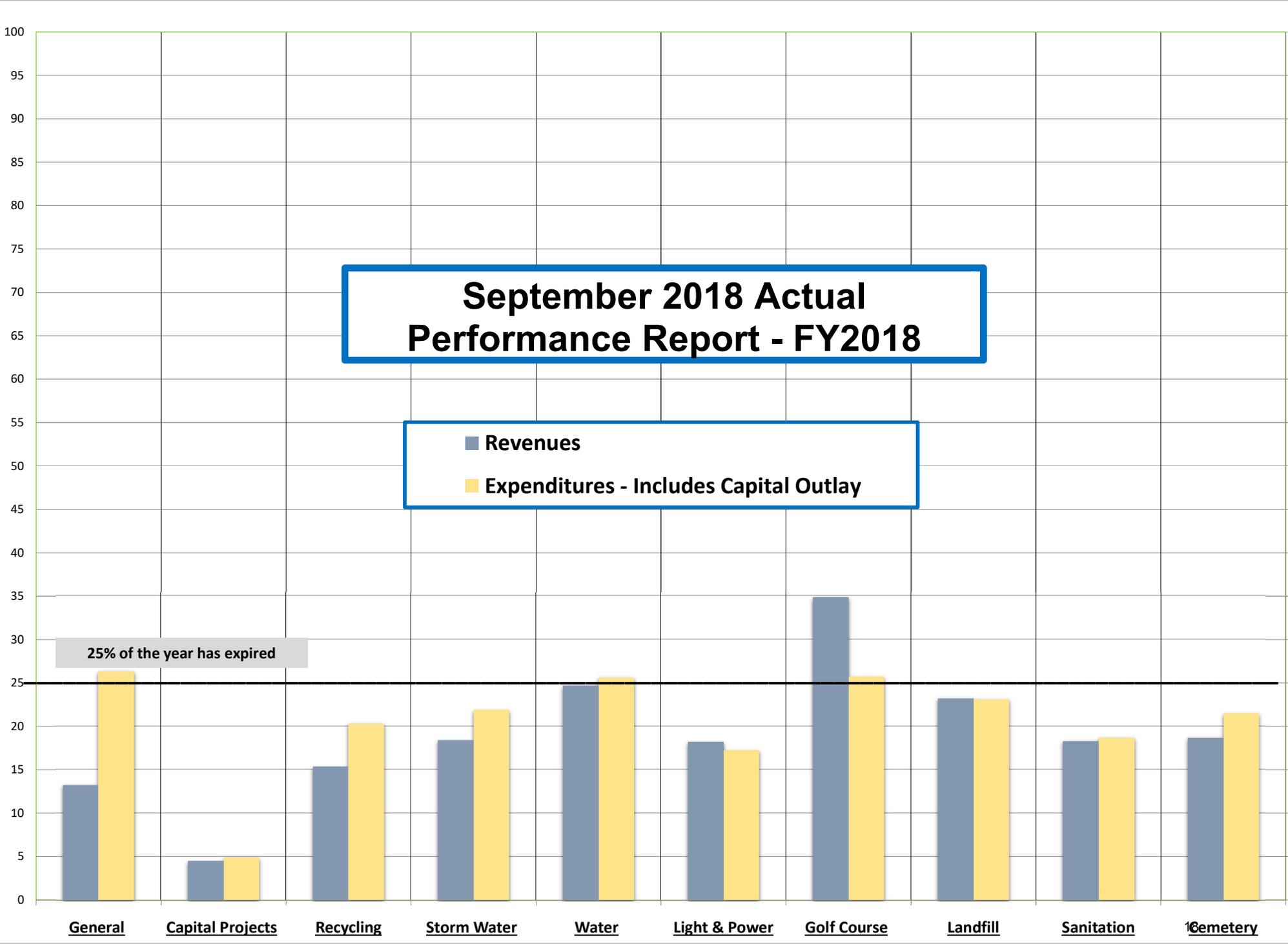
Attachments

- September 2018 Revenue & Expense Report – Fiscal 2019 YTD

September 2018 Actual Performance Report - FY2018

■ Revenues
■ Expenditures - Includes Capital Outlay

25% of the year has expired



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City of Bountiful, UT
SEPTEMBER YTD REVENUES - FY 2019

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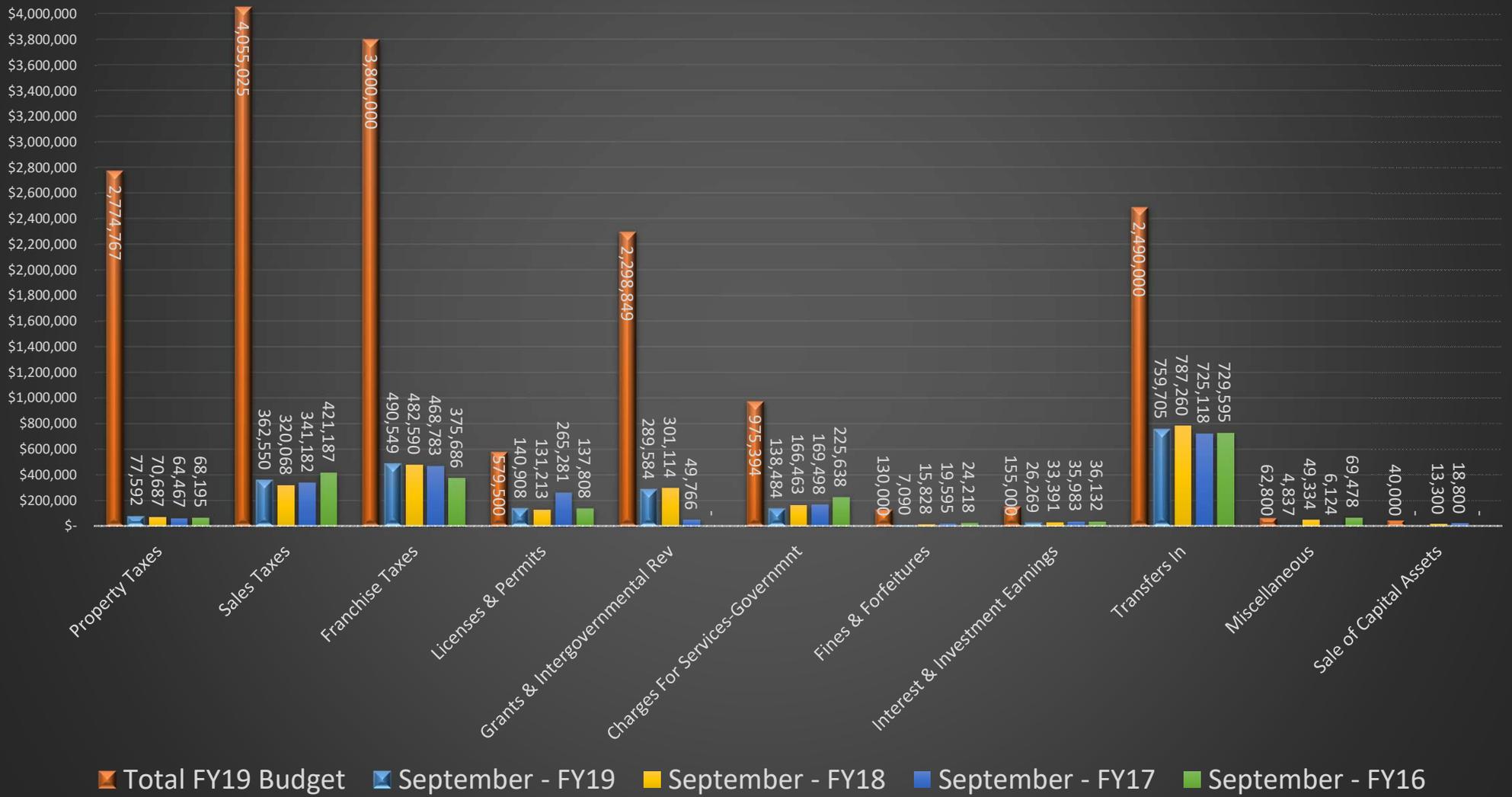
FOR 2019 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-17,451,335	-17,451,335	-2,297,568.76	-1,281,789.38	.00	-15,153,766.24	13.2%
30 DEBT SERVICE	-300	-300	-82.94	-49.58	.00	-217.06	27.6%
44 MUNICIPAL BUILDING AUTHORITY	-171,875	-171,875	-1,445.62	-864.16	.00	-170,429.38	.8%
45 CAPITAL IMPROVEMENT	-9,430,400	-9,430,400	-425,644.09	-372,704.68	.00	-9,004,755.91	4.5%
48 RECYCLING	-431,628	-431,628	-66,011.75	-32,236.98	.00	-365,616.25	15.3%
49 STORM WATER	-1,632,804	-1,632,804	-300,365.72	-141,840.51	.00	-1,332,438.28	18.4%
51 WATER	-5,905,000	-5,905,000	-1,457,496.59	-650,904.09	.00	-4,447,503.41	24.7%
53 LIGHT & POWER	-34,638,387	-34,638,387	-6,299,632.94	-3,051,062.87	.00	-28,338,754.06	18.2%
55 GOLF COURSE	-1,455,500	-1,455,500	-505,884.49	-128,022.08	.00	-949,615.51	34.8%
57 LANDFILL	-2,139,102	-2,139,102	-495,588.76	-161,379.37	.00	-1,643,513.24	23.2%
58 SANITATION	-1,227,682	-1,227,682	-225,239.29	-107,944.98	.00	-1,002,442.71	18.3%
59 CEMETERY	-591,400	-591,400	-110,481.99	-45,116.22	.00	-480,918.01	18.7%
61 COMPUTER MAINTENANCE	-42,583	-42,583	-42,033.91	-41,974.43	.00	-549.09	98.7%
63 LIABILITY INSURANCE	-561,712	-561,712	-376,762.10	-4,928.31	.00	-184,949.90	67.1%
64 WORKERS' COMP INSURANCE	-304,550	-304,550	-68,324.84	-24,004.51	.00	-236,225.16	22.4%
72 RDA REVOLVING LOAN FUND	-502,600	-502,600	-62,200.64	-33,770.34	.00	-440,399.36	12.4%
73 REDEVELOPMENT AGENCY	-4,326,545	-4,326,545	-24,340.83	-14,547.82	.00	-4,302,204.17	.6%
74 CEMETERY PERPETUAL CARE	-87,000	-87,000	-24,808.74	-8,836.92	.00	-62,191.26	28.5%
78 LANDFILL CLOSURE	-12,400	-12,400	-5,502.19	-1,805.69	.00	-6,897.81	44.4%
83 RAP TAX	-548,000	-548,000	-45,234.53	-44,818.11	.00	-502,765.47	8.3%
92 OPEB TRUST	0	0	-4,561.11	-1,110.57	.00	4,561.11	100.0%
99 INVESTMENT	0	0	53,151.79	133,567.72	.00	-53,151.79	100.0%
GRAND TOTAL	-81,460,803	-81,460,803	-12,786,060.04	-6,016,143.88	.00	-68,674,742.96	15.7%

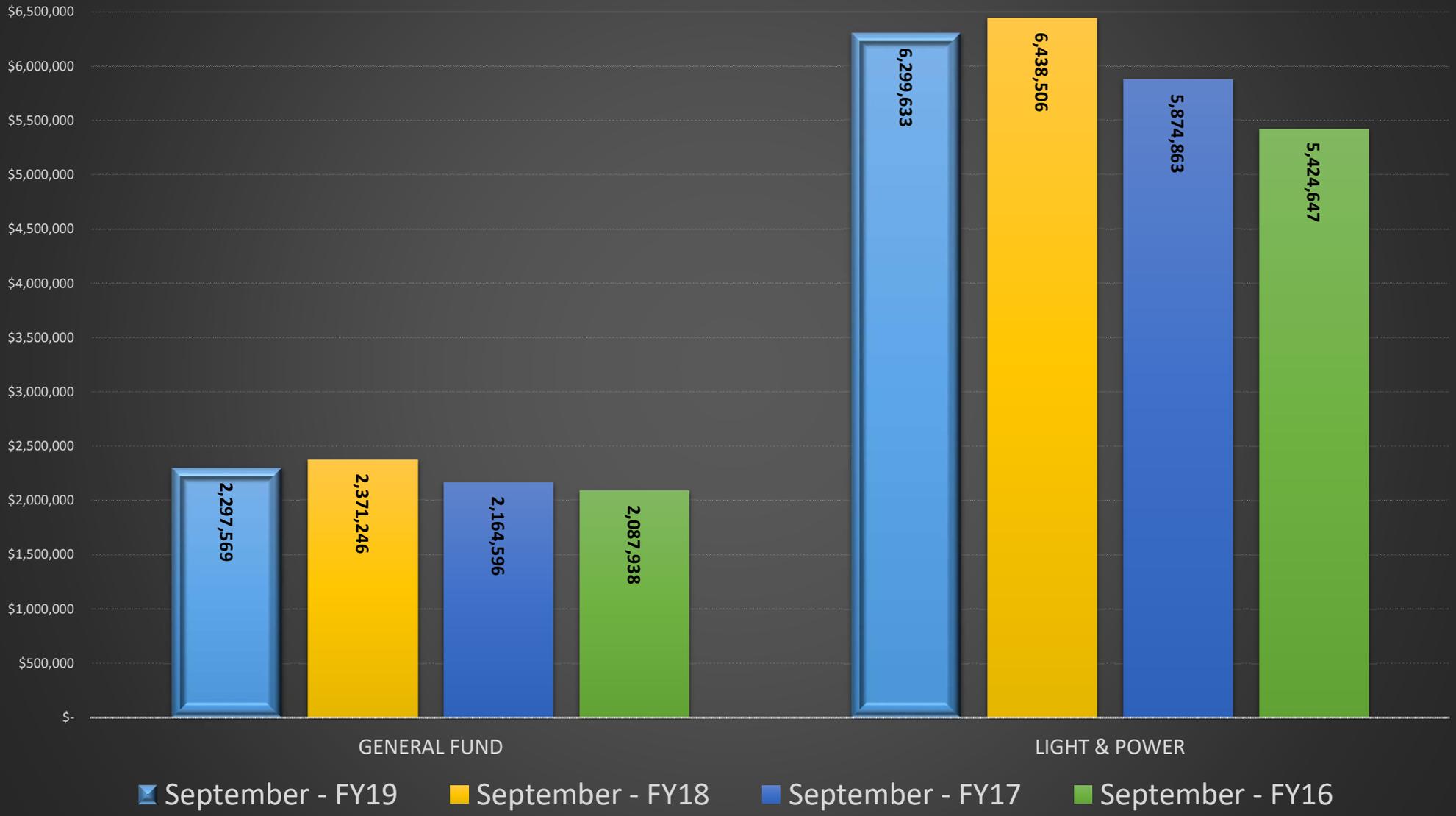
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General Fund Detailed Revenues

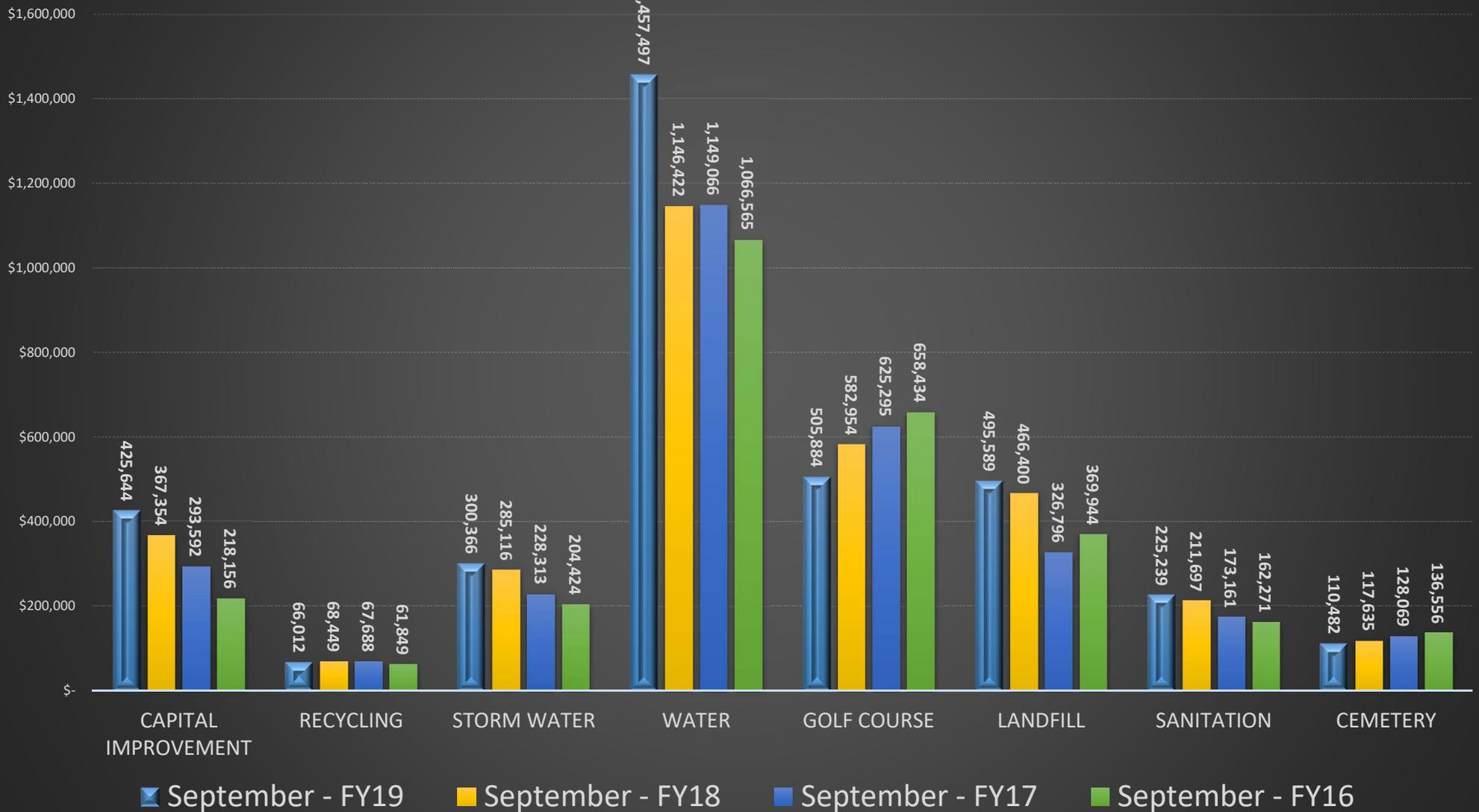
September 2018 YTD Revenues (Fiscal Year 2019) Compared to the FY2019 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



September 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



September 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
SEPTEMBER YTD EXPENSES - FY 2019

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FOR 2019 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	740,766	740,766	135,215.00	23,394.06	.00	605,551.00	18.3%
4120 Legal	330,355	330,355	75,784.75	26,588.41	.00	254,570.25	22.9%
4130 Executive	191,265	191,265	36,028.15	14,488.51	.00	155,236.85	18.8%
4134 Human Resources	149,963	149,963	35,730.65	18,161.31	.00	114,232.35	23.8%
4136 Information Technology	415,833	415,833	72,402.23	29,003.07	.00	343,430.77	17.4%
4140 Finance	428,798	428,798	93,436.33	48,431.77	.00	335,361.67	21.8%
4143 Treasury	148,986	148,986	36,739.08	53,853.08	.00	112,246.92	24.7%
4160 Government Buildings	120,447	120,447	29,836.10	7,609.80	.00	90,610.90	24.8%
4210 Police	6,573,099	6,573,099	1,380,487.26	466,465.05	.00	5,192,611.74	21.0%
4215 Reserve Officers	10,000	10,000	518.02	.36	.00	9,481.98	5.2%
4216 Crossing Guards	147,350	147,350	17,536.76	14,003.94	.00	129,813.24	11.9%
4217 PROS	345,277	345,277	71,702.03	29,804.74	.00	273,574.97	20.8%
4218 Liquor Control	43,358	43,358	23,616.65	20,670.33	.00	19,741.35	54.5%
4219 Enhanced 911	595,000	595,000	133,044.25	44,127.58	.00	461,955.75	22.4%
4220 Fire	2,049,347	2,049,347	1,036,961.50	518,480.75	.00	1,012,385.50	50.6%
4410 Streets	3,239,743	3,239,743	855,810.97	263,407.88	.00	2,383,932.03	26.4%
4450 Engineering	705,686	705,686	215,982.56	112,683.55	.00	489,703.44	30.6%
4510 Parks	927,154	927,154	284,943.42	75,126.53	.00	642,210.58	30.7%
4610 Planning	288,910	288,910	61,866.13	25,607.94	.00	227,043.87	21.4%
TOTAL GENERAL FUND	17,451,337	17,451,337	4,597,641.84	1,791,908.66	.00	12,853,695.16	26.3%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	300	300	3.84	1.53	.00	296.16	1.3%
TOTAL DEBT SERVICE	300	300	3.84	1.53	.00	296.16	1.3%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	171,875	171,875	89.67	49.47	.00	171,785.33	.1%
TOTAL MUNICIPAL BUILDING AUTHORITY	171,875	171,875	89.67	49.47	.00	171,785.33	.1%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT
SEPTEMBER YTD EXPENSES - FY 2019

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FOR 2019 03

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	7,035,000	7,035,000	104,732.02	58,457.70	.00	6,930,267.98	1.5%
4140	Finance	17,900	17,900	5,573.85	2,220.16	.00	12,326.15	31.1%
4210	Police	443,000	443,000	5,521.70	999.15	.00	437,478.30	1.2%
4410	Streets	1,792,000	1,792,000	285,355.66	79,729.97	.00	1,506,644.34	15.9%
4450	Engineering	38,500	38,500	.00	.00	.00	38,500.00	.0%
4510	Parks	104,000	104,000	63,149.63	63,149.63	.00	40,850.37	60.7%
	TOTAL CAPITAL IMPROVEMENT	9,430,400	9,430,400	464,332.86	204,556.61	.00	8,966,067.14	4.9%
48 RECYCLING								
4800	Recycling	431,628	431,628	87,470.38	40,484.84	.00	344,157.62	20.3%
	TOTAL RECYCLING	431,628	431,628	87,470.38	40,484.84	.00	344,157.62	20.3%
49 STORM WATER								
4900	Storm Water	1,632,803	1,632,803	358,105.91	65,189.80	.00	1,274,697.09	21.9%
	TOTAL STORM WATER	1,632,803	1,632,803	358,105.91	65,189.80	.00	1,274,697.09	21.9%
51 WATER								
5100	Water	5,905,000	5,905,000	1,512,760.27	361,132.91	.00	4,392,239.73	25.6%
	TOTAL WATER	5,905,000	5,905,000	1,512,760.27	361,132.91	.00	4,392,239.73	25.6%
53 LIGHT & POWER								
5300	Light & Power	34,638,387	34,638,387	5,972,514.70	2,518,483.99	.00	28,665,872.30	17.2%
	TOTAL LIGHT & POWER	34,638,387	34,638,387	5,972,514.70	2,518,483.99	.00	28,665,872.30	17.2%
55 GOLF COURSE								

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City of Bountiful, UT
SEPTEMBER YTD EXPENSES - FY 2019

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FOR 2019 03

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,455,500	1,455,500	374,551.17	121,316.00	.00	1,080,948.83	25.7%
	TOTAL GOLF COURSE	1,455,500	1,455,500	374,551.17	121,316.00	.00	1,080,948.83	25.7%
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57	LANDFILL							
5700	Landfill	2,139,102	2,139,102	494,528.33	207,436.94	.00	1,644,573.67	23.1%
	TOTAL LANDFILL	2,139,102	2,139,102	494,528.33	207,436.94	.00	1,644,573.67	23.1%
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58	SANITATION							
5800	Sanitation	1,227,681	1,227,681	229,069.91	81,708.96	.00	998,611.09	18.7%
	TOTAL SANITATION	1,227,681	1,227,681	229,069.91	81,708.96	.00	998,611.09	18.7%
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59	CEMETERY							
5900	Cemetery	591,400	591,400	126,978.71	58,356.28	.00	464,421.29	21.5%
	TOTAL CEMETERY	591,400	591,400	126,978.71	58,356.28	.00	464,421.29	21.5%
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61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	42,583	42,583	2,173.10	1,324.42	.00	40,409.90	5.1%
	TOTAL COMPUTER MAINTENANCE	42,583	42,583	2,173.10	1,324.42	.00	40,409.90	5.1%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	561,711	561,711	397,341.87	7,610.13	.00	164,369.13	70.7%
	TOTAL LIABILITY INSURANCE	561,711	561,711	397,341.87	7,610.13	.00	164,369.13	70.7%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
SEPTEMBER YTD EXPENSES - FY 2019

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FOR 2019 03

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	304,550	304,550	90,063.09	10,345.70	.00	214,486.91	29.6%
	TOTAL WORKERS' COMP INSURANCE	304,550	304,550	90,063.09	10,345.70	.00	214,486.91	29.6%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,600	502,600	646.66	259.75	.00	501,953.34	.1%
	TOTAL RDA REVOLVING LOAN FUND	502,600	502,600	646.66	259.75	.00	501,953.34	.1%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	4,326,545	4,326,545	26,932.12	9,106.26	.00	4,299,612.88	.6%
	TOTAL REDEVELOPMENT AGENCY	4,326,545	4,326,545	26,932.12	9,106.26	.00	4,299,612.88	.6%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	87,000	87,000	364.52	146.03	.00	86,635.48	.4%
	TOTAL CEMETERY PERPETUAL CARE	87,000	87,000	364.52	146.03	.00	86,635.48	.4%
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78	LANDFILL CLOSURE							
7800	Landfill Closure	12,400	12,400	.00	.00	.00	12,400.00	.0%
	TOTAL LANDFILL CLOSURE	12,400	12,400	.00	.00	.00	12,400.00	.0%
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83	RAP TAX							
8300	RAP Tax	548,000	548,000	54,851.03	94.33	.00	493,148.97	10.0%
	TOTAL RAP TAX	548,000	548,000	54,851.03	94.33	.00	493,148.97	10.0%
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92	OPEB TRUST							

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City of Bountiful, UT
SEPTEMBER YTD EXPENSES - FY 2019

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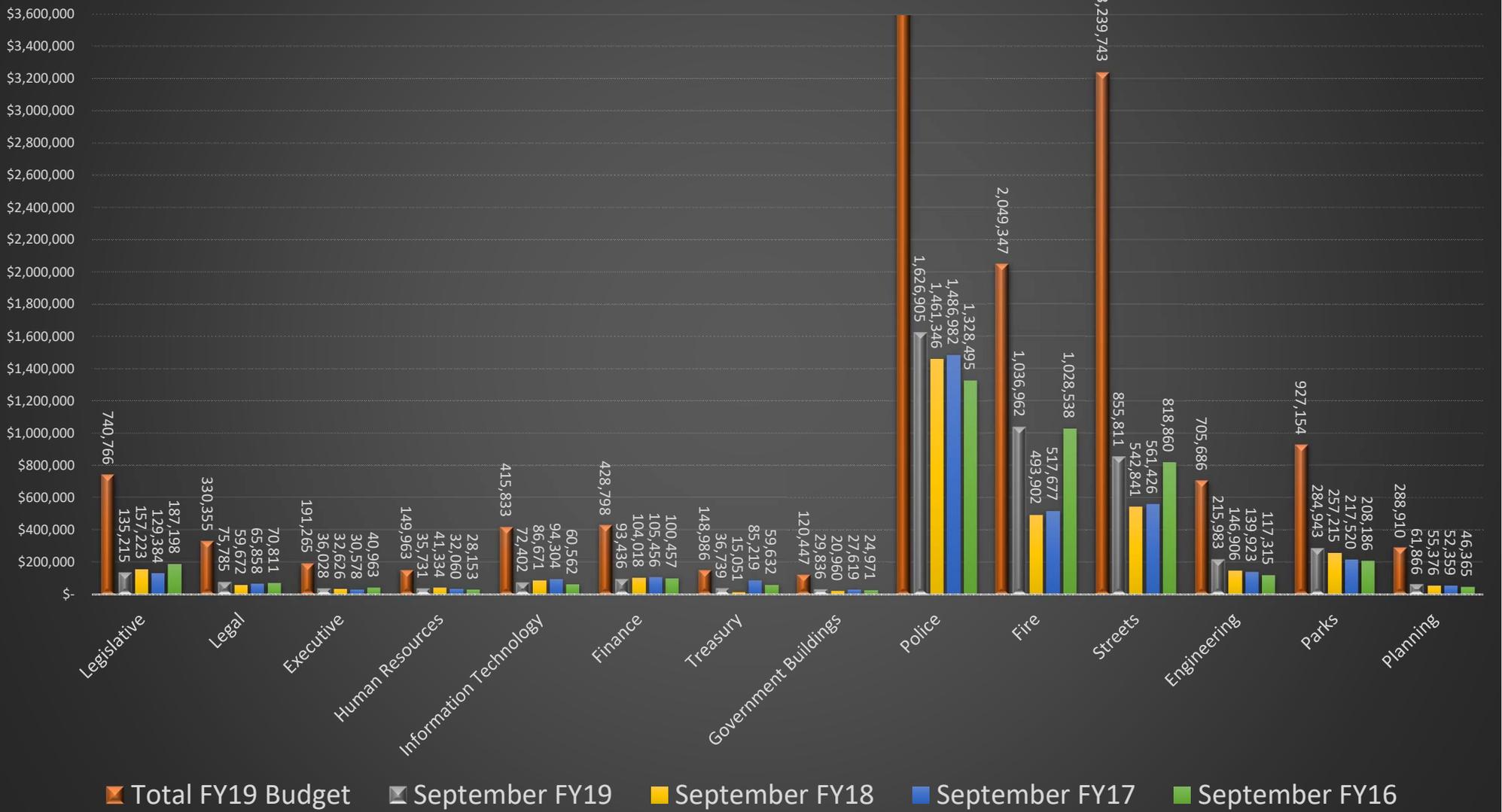
FOR 2019 03

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	10,070.42	3,357.12	.00	-10,070.42	100.0%
	TOTAL OPEB TRUST	0	0	10,070.42	3,357.12	.00	-10,070.42	100.0%
	GRAND TOTAL	81,460,802	81,460,802	14,800,490.40	5,482,869.73	.00	66,660,311.60	18.2%

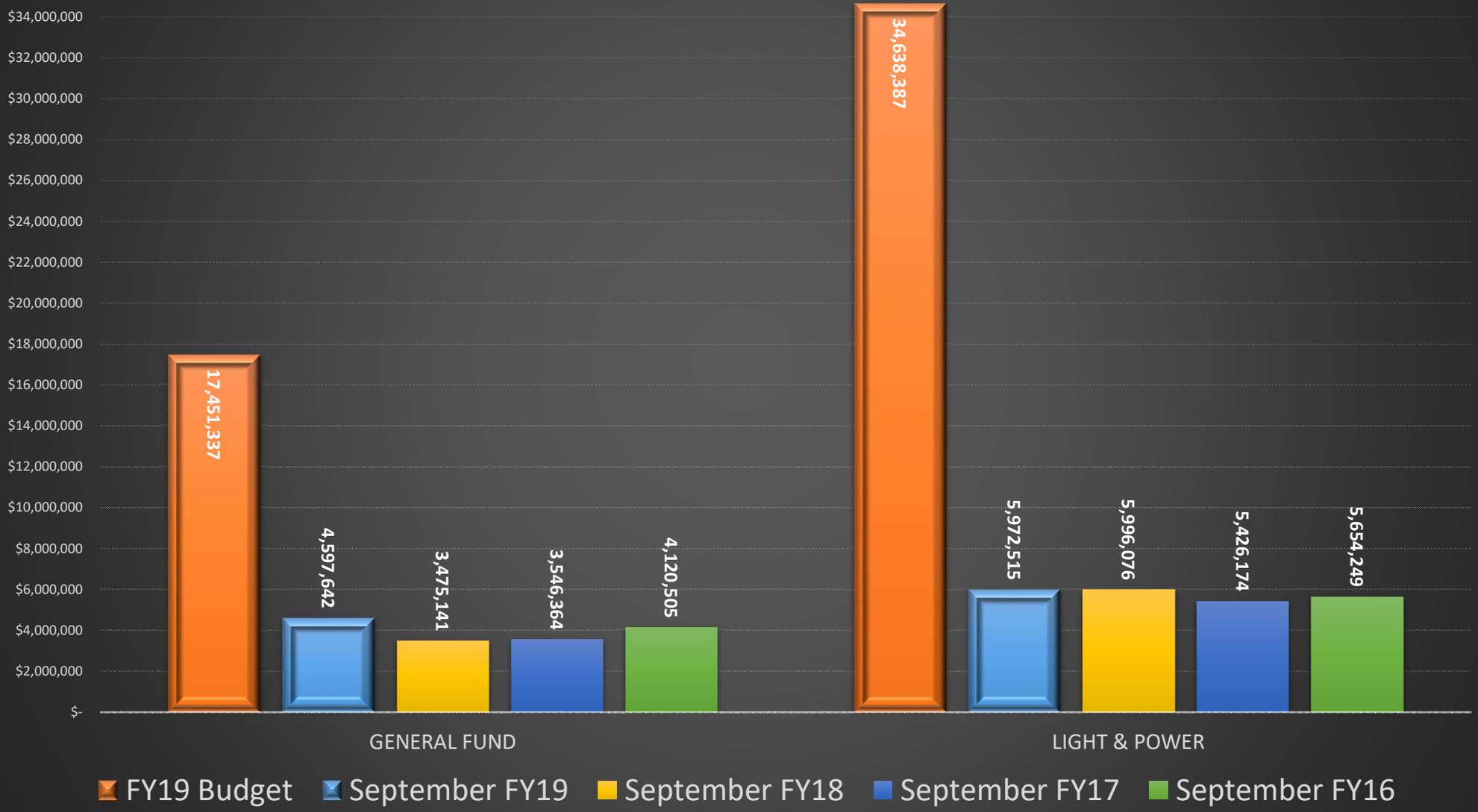
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Expenditures

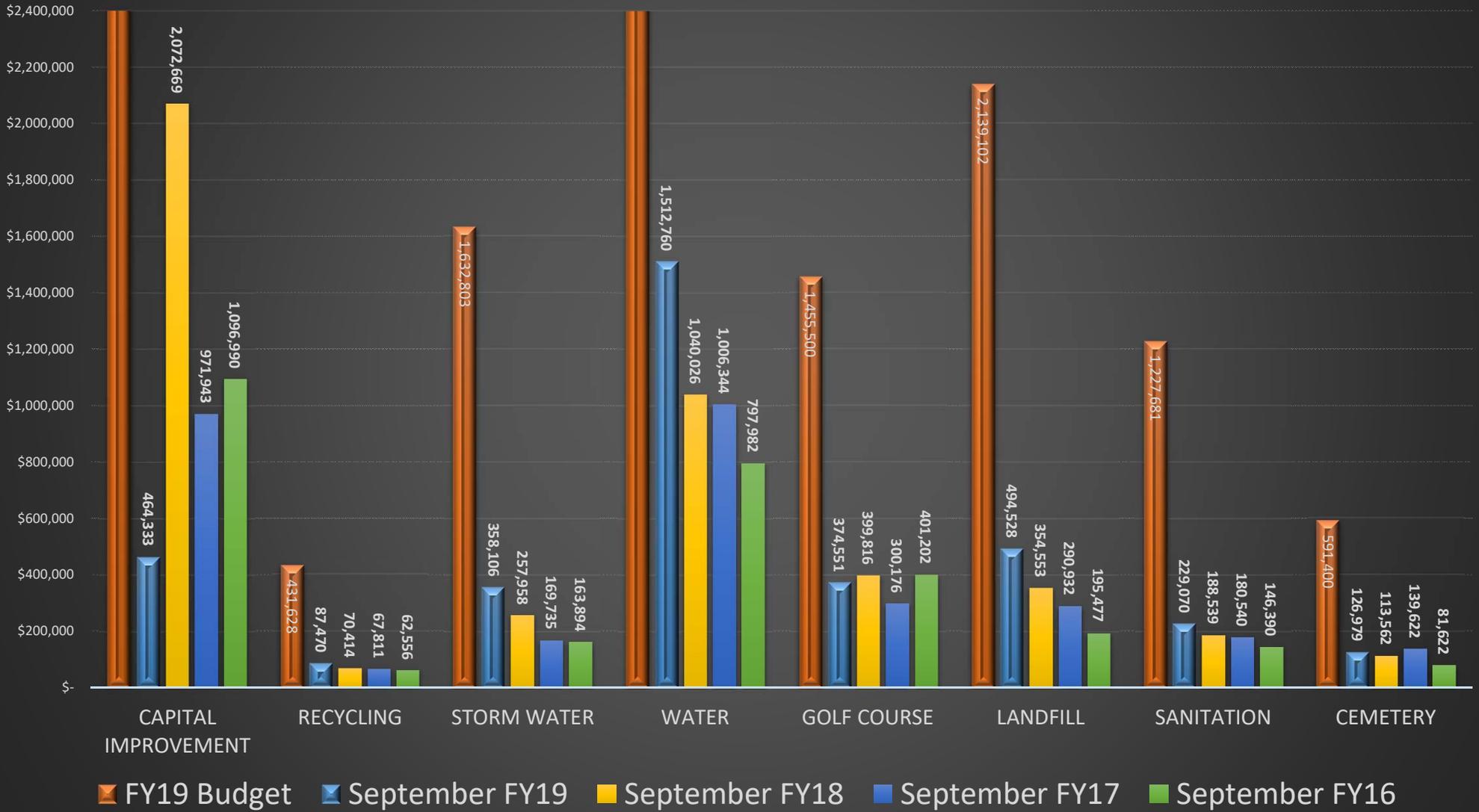
September 2018 Fiscal YTD Expenditures Compared to the Fiscal 2019 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



September 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



September 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report



Subject: CAFR (Comprehensive Annual Financial Report) & Supplemental Reports for FY2017
Author: Tyson Beck, Finance Director
Department: Finance
Date: November 14, 2017

Background

Our annual audit has been completed and the Comprehensive Annual Financial Report (CAFR) and supplemental report must be presented to the Council as per State law.

Analysis

State law requires that municipalities prepare and present to the governing body an annual financial report in conformity with generally accepted accounting principles. State law also requires municipalities with annual revenues or expenditures of \$1,000,000 or more receive an annual independent audit and that the report of said audit be presented to the governing body (*See UCA Sections 10-6-150 and 51-2a-201 through 203.*).

For the fiscal year ended June 30, 2017 (FY2017) the CAFR was again prepared in-house by the Finance Department and audited by the independent auditing firm Keddington & Christensen, LLC. The FY2017 CAFR received an unmodified opinion (i.e. clean opinion) from the auditors as well as there were no audit adjustments to the City's FY2017 accounting.

Auditing standards require the independent auditing firm to report the scope of the audit, audit findings (if any), and audit adjustments (if any) directly to the governing body. Gary Keddington, Partner at Keddington & Christensen, LLC, will present the audit and supplemental report to the City Council.

Department Review

The CAFR was prepared principally by the Finance Director and reviewed by the Assistant Finance Director and Assistant City Manager, as well as audited by Keddington & Christensen, LLC. The supplemental report was prepared by Keddington & Christensen, LLC and reviewed by the Finance Director, Assistant City Manager, and City Manager. This staff report was written by the Finance Director and reviewed by the City Manager.

Significant Impacts

There is no action required or other significant impacts in regards to these financial reports.

Attachments

CAFR and the auditor's Supplemental Report for fiscal year ended June 30, 2017.

Recommendation

These reports are for your review of the City's FY2017 operations and finances.

City Council Staff Report

Subject: Water Department Equipment
Author: Mark Slagowski
Department: Water Department
Date: November 13, 2018



Background

We included in our 2018-19 budget funds to purchase two ¾ ton pickup trucks and one 1½ ton cab and chassis truck to replace our metering specialist truck, our regulatory specialist truck and our 1½ ton flat bed for utility work and snow plowing.

Analysis

We have received State contract and fleet pricing from Salt Lake Valley Dodge, Young Ford and Performance Ford.

Salt Lake Valley Dodge	Young Ford	Performance Ford
¾ ton x 2 - \$30,686	\$30,614	\$30,447
1 ½ ton - <u>\$44,201</u>	<u>\$43,588</u>	<u>\$43,989</u>
\$105,573	\$104,816	\$104,883

Traffic Safety Lights	Intermountain Electric
Premier Vehicle Installation	No Response
¾ ton x 2 \$1,995	
1 ½ ton <u>\$2,725</u>	
\$6,115	

Dump bed for the 1½ ton truck	Williamson	Legacy
Semi Service	\$6,045	No Response
No Response		

Department Review

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

Recommendation

Staff recommends Council approve:

The purchase of two ¾ ton pickup trucks from Performance Ford for \$60,894, the 1½ ton Cab and chassis from Young Ford at \$43,588 plus \$6,115 for traffic safety lights on all three

vehicles from Premier Vehicle Installation and a bed for the 1½ ton truck at \$6,045 for a total of **\$116,642**.

Significant Impacts

These are scheduled replacements reflected in our 10 year capital plan.

Attachments - None

City Council Staff Report

Subject: Power Pole Purchase Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: November 13, 2018



Background

Our inventory of power poles is running low, and we need to purchase some to replenish it. The poles will be used for maintenance and future construction projects throughout the City.

Analysis

This is a single source bid, as McFarland is the only vendor able to supply bid butt treated poles. The pole bid specifications require that they should be Western red or yellow cedar and butt treated. We use the butt treated poles because they hold up very well in our area and are safer for the linemen to climb. The pole bid included the following quantities:

30 (ea.) 35' class 3 Poles	\$14,310
50 (ea.) 45' class 3 Poles	<u>\$36,750</u>
Total:	\$51,060

Department Review

This has been reviewed by the Power Department Staff and the City Manager.

Significant Impacts

These poles will be purchased and placed into inventory until they are installed on the system.

Recommendation

Staff recommends the approval of the bid for 80 wood poles from McFarland Cascade for the sum of \$51,060.00.

This item will be discussed at the Power Commission meeting Tuesday morning, November 13, 2018, and we will bring their recommendation to the City Council meeting that night.

Attachments

None

City Council Staff Report



Subject: Selection of Construction Manager/
General Contractor (CM/GC) for the
Bountiful City Hall Remodel

Author: City Engineer

Department: Engineering

Date: November 13, 2018

Background

As the design work for the remodel of City Hall begins in earnest, it is necessary to hire a contractor to assist the design team. In early October, a Request For Proposals for General Contractor/Construction Manager (CM/GC) services was advertised and proposals were received on October 16, 2018. Proposals have been evaluated and the selection committee is prepared to make a recommendation.

Analysis

Hiring a CM/GC to assist with design and cost estimating activities for the Plaza and Water Treatment Plant Upgrade projects has helped to control construction costs on both projects. As market conditions for labor and materials continue to be in a state of flux, the experience and advice provided by the CM will be a valuable resource to JRCA (the architect) and City Staff members who are assisting in the design.

The RFP outlined the necessary qualifications, requirements and the process of selecting a contractor for this project. A mandatory preproposal meeting was held on October 4, at which time the interested contractors had an opportunity to review the project, ask questions and tour the building. The selection process outlined in the RFP involved two steps; first the submittal and review of written proposals from which two candidates were to be chosen to interview in greater depth; and second, the actual interviews. The Selection Committee members were Lloyd Cheney, Chad Wilkinson, Clint Drake, Todd Christensen, and Scott Holmes from JRCA. Fee proposals were submitted in separate sealed envelopes and were not considered until after the committee had ranked the Proposals. Fees were then evaluated, and interview selections were made.

Proposals were received from seven local (northern Utah) firms. The three firms who were rated highest after the evaluation of the proposals and qualifications were:

<u>Contractor</u>	<u>Proposed Fee</u>
Ascent Construction	\$369,506.50
Hughes Construction	\$674,703.00
Hogan Construction	\$484,000.00

Of these three, Ascent and Hogan were selected for interviews. The selection committee felt that Hughes Construction had effectively priced themselves beyond the City's capacity to

include them in the interview process. Both Ascent and Hogan have strong backgrounds with remodeling projects which are similar to the work anticipated at City Hall. Both companies have completed a tremendous portfolio of public and private projects, and are regularly awarded contracts for the Davis School District. Ascent was chosen over Hogan because of the significant difference in fees (\$114,000), the advantage of having a project superintendent who is a Bountiful resident, and because of the architect's experience with Ascent's management of current projects. Ascent has aggressively pursued other recent city facilities, and has strategically positioned itself for this project.

Department Review

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

Recommendation

The selection committee recommends that the City Council approve the selection of Ascent Construction as the Construction Manager/General Contractor for the Bountiful City Hall Remodel project.

Significant Impacts

\$6.5M has been allocated for the project in the Legislative Capital Buildings budget for the current FY.

Attachments

Seven pages of the written proposal showing the project team organization and past relevant projects.



ABOUT ASCENT CONSTRUCTION

Founded in 2000, Ascent is a Davis County contractor and one of "Utah's Top 10" commercial contractors. Our mission is to positively impact lives in the communities we serve. Our greatest strengths are problem solving, adding value and building long-term relationships—culminating in *Extraordinary Construction Experiences*.

PROPOSAL CONTACT

Bob Murri, VP Business Development
c 801.232.4022 | o 801.299.1711
bobm@ascentconstruction.com

BUSINESS ADDRESS

310 West Park Lane
Farmington, UT 84025
www.ascentconstruction.com

OWNERSHIP/PRINCIPAL OFFERERS

Brad L. Knowlton, President/CEO
Brack@ascentconstruction.com
Scott Johansen, Sr. VP/CFO
Scottj@ascentconstruction.com

LICENSE CLASSIFICATION/TYPE

B100/ Contractor with LRF
E100 Supplemental Classification

STATE OF UTAH LICENSE

Reference Number: 3084302-5501
Issued: 03/08/2000
Expiration: 11/30/2019

LEGAL STATUS

Utah-based Corporation

OUR PEOPLE

Ascent is a collection of people who desire to deliver exceptional construction services. We focus on projects we are passionate about. Constructing facilities that help cities deliver services more effectively is one of our passions.

PRESENCE IN UTAH

2017 Ranking: Number eight (8) in Utah in size of firm
Average Number of Employees Over Five Years: 100+
Geographic Territory: Mountain West, w/ permanent office in Farmington, Utah

FINANCIAL STABILITY

Last Three Year's Annual Revenue:

2017 – \$190 million

2016 – \$156 million

2015 - \$137 million

Company Assets:

\$33 million

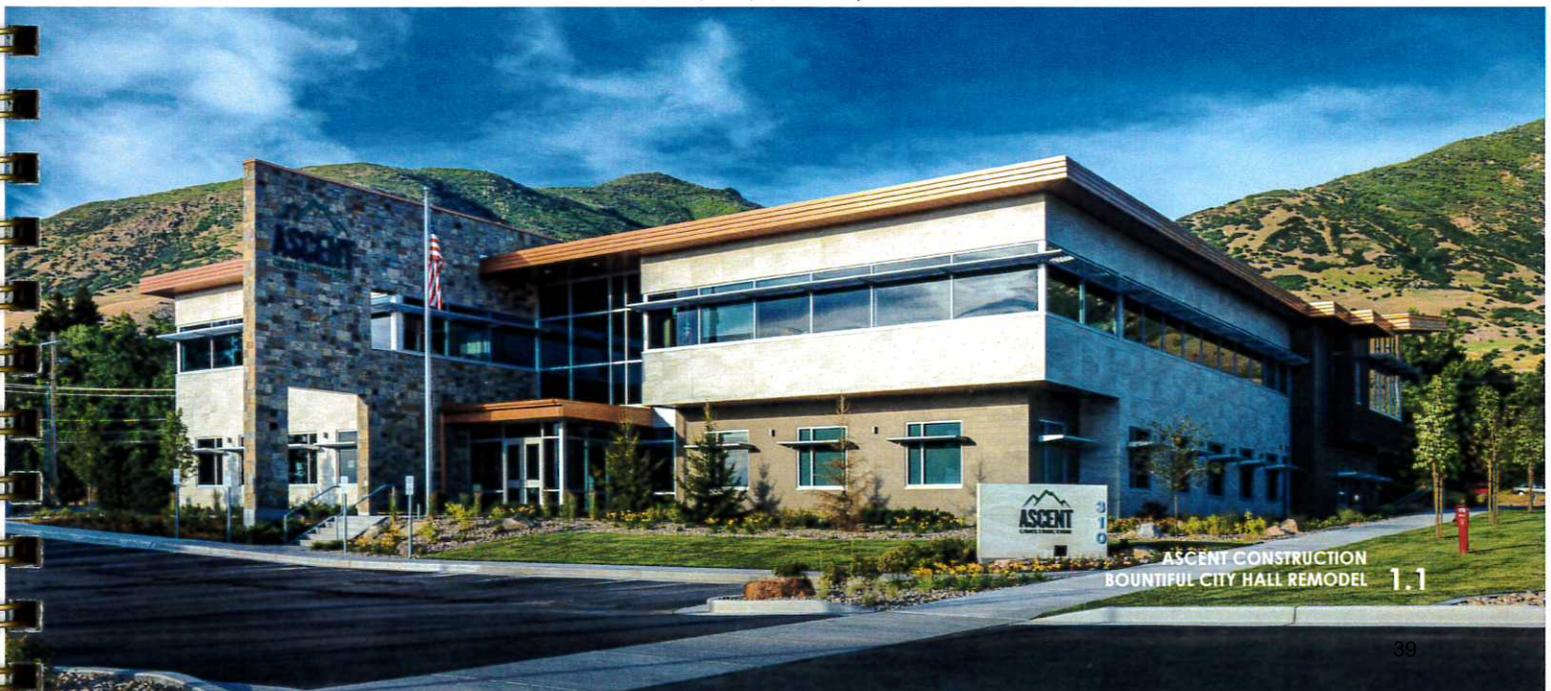
Bonding Capacity:

\$250M Aggregate & \$150 Single

CERTIFICATION

The statements made in this proposal are true and correct representations. If selected, Ascent Construction, Inc. will comply with all required services.

Brad L. Knowlton
Ascent Construction, Inc., President/CEO





BRAD KNOWLTON
Principal/CEO

RELATED EXPERIENCE

- Lehi Fire Station No. 83
 Lehi, Utah | November 2017 | \$5.5 & 14,236 gsf
- Farmington Police Station
 Farmington, Utah | February 2009 | \$2.4M & 12,600 gsf
- Tooele City Emergency Operations Center
 Tooele, Utah | May 2009 | \$4.5M & 15,700 gsf
- Utah State Capitol Emergency Operations Center
 Salt Lake City, Utah | March 2011 | \$2.4M & 6,500 gsf
- Northern Utah Interagency Fire Dispatch Center (CMGC)
 Draper, Utah | March 2012 | \$2.4M & 18,500 gsf
- Utah Valley 911 Dispatch
 Spanish Fork, Utah | November 2016 | \$4.6M & 12,870 gsf
- Park City Fire District Fleet Service Bwuilding (CMGC)
 Park City, Utah | January 2018 | \$1.9M & 11,175 gsf
- Eaglewood Fire Station No. 82
 North Salt Lake, Utah | May 2013 | \$1.5 & 8,592 gsf
- Woods Cross Public Works (CMGC)
 Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf
- Sandy City Public Works (CMGC)
 Sandy, Utah | April 2019 | \$4.3M & 22,000 gsf

LICENSES AND REGISTRATIONS

- E.I.T. Examination, October 1982
- Advanced Advantage Priced – Certified
- FMI Seminars – Project Management, Tight Job Control Strategic Pricing and Bidding

EDUCATION

- BS, Civil Engineering, University of Utah
- Graduate Level Studies at University of Utah including: Construction Contracting, Engineering Law, Engineering in Construction, Planning and Scheduling (C.P.M.), Special Topics and Law, Traffic Engineering, Real Estate Principles, Finance, and Engineering Management

YEARS EXPERIENCE	40	YEARS WITH ASCENT	18	NUMBER SIMILAR PROJECTS	20
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BEN STRINGHAM
Project Manager

RELATED EXPERIENCE

- St Marks Free Standing Emergency Department Facility
 West Valley City, Utah | \$5.2 M | April 2019 | 10,700 gsf
- Crescent Assisted Living Center
 Sandy, Utah | 2018 | \$14.4 M | 123,000 gsf
- Salt Palace Renovation, Expansion, and Upgrades* (CMGC)
 Salt Lake City, Utah | 2014-2017 | \$4.6 M
- Salt Lake County Government Projects* (CMGC)
 Salt Lake City, Utah | October 2016-Present | \$1.17 M
- Sandy Library Roofing & HVAC (CMGC)
 Sandy, Utah | 2013 | \$400 K
- Copper Hills High School Weight Room & Auditorium Renovation
 West Jordan, Utah | 2017 | \$1.3 M
- Salt Lake County Ice Sheet Murray* (CMGC)
 Murray, Utah | October 2013 | \$190 K & 30,000 gsf
- Salt Lake County Ice Sheet Dimple Dell* (CMGC)
 Sandy, Utah | October 2013 | \$190 K & 30,000 gsf
- Draper Senior Center* (CMGC)
 Draper, Utah | December 2012 | \$7.5 M & 20,000 gsf

LICENSES AND REGISTRATIONS

- Certified Public Manager
- OSHA 10-Hour & 30-Hour Training
- ACI Concrete Testing Tech 1
- USGBC Member

EDUCATION

- Weber State University,
 BS, Construction Management Technology
- University of Utah,
 2 yrs PreArchitecture and History
- Utah State University,
 3yr Civil Engineering

Experience Prior to Ascent

YEARS EXPERIENCE	23	YEARS WITH ASCENT	3	NUMBER SIMILAR PROJECTS	15
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VINCE STEINFELDT

Project Engineer

RELATED EXPERIENCE

- Lehi Fire Station 83
Lehi, Utah | December 2017 | \$5.6 M & 14,236 gsf
- Woods Cross Public Works (CMGC)
Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf
- The Rock Loft Addition/Remodel (CMGC)
Fruit Heights, Utah | January 2018 | \$1.6M & 6,824 gsf
- Wasatch Mental Health
Payson, Utah | May 2017 | \$4.7 M & 19,663 gsf
- Sugarmont Apartments
Salt Lake City, Utah | March 2019 | \$58 M & 567,291 gsf
- Station at Gardner Mill
West Jordan, Utah | February 2019 | \$44M & 110,087 gsf
- Rocky Mountain Care Heber Skilled Nursing Facility
Heber, Utah | December 2018 | \$16.2 M & 68,099 gsf
- Superior Air Handling
Ogden, Utah | July 2017 | \$1.3 M & 13,000 gsf
- Grease Monkey
West Wendover, Nevada | August 2017 | \$1.8 M & 3,121 gsf



LICENSES AND REGISTRATIONS

OSHA 30-Hour Training
SWPPP

EDUCATION

Bachelors of Industrial Design,
ITT Technical Institute

YEARS EXPERIENCE	20	YEARS WITH ASCENT	3	NUMBER SIMILAR PROJECTS	10
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RICK SANDBERG

Cost Estimator

RELATED EXPERIENCE

- Hansen Federal Building (Design-Build/CMGC)*
Ogden, Utah | November 2017 | \$2.4 M
- Utah State Capital ADA Walkway
Salt lake City, Utah | July 2018 | \$400K & 11,111 gsf
- APA Charter School Auditorium (Design-Build/CMGC)
Draper, Utah | January 2020 | \$10M & 43,000 gsf
- APA Charter School Classrooms (Design-Build/CMGC)
West Valley, Utah | August 2019 | \$4M & 16,400 gsf
- West Bountiful Elementary School (CMGC)
Bountiful, Utah | August 2020 | \$17M &
- Springville Division of Wildlife Resources Regional Office
Springville, Utah | June 2019 | \$3.4M & 9,000 gsf
- Logan Gateway Apartments*
Logan, Utah | 2018 | \$8.3 M
- Hilton Hotel*
Park City, Utah | November 2014 | \$1.3 M
- Home 2 Suites Hotel*
Salt Lake City, Utah | March 2015 | \$1.2 M
- Cosentino Salt Lake City Center
Salt Lake City, Utah | August 2018 | \$850K & 3,500 gsf Experience Prior to Ascent*



LICENSES AND REGISTRATIONS

OSHA 10-Hour Training
Army CORP CQM Training
Proficient in Microsoft Office, On-Screen Takeoff,
and Planswift

EDUCATION

BS, Weber State University,
Construction Management
Technology

YEARS EXPERIENCE	20	YEARS WITH ASCENT	1	NUMBER SIMILAR PROJECTS	4
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ASCENT CONSTRUCTION
 BOUNTIFUL CITY HALL REMODEL 2.3



BRANDT KNOWLTON

Quality Control Manager

RELATED EXPERIENCE

- Management Training Center
Centerville, Utah | 2014 | \$8 M & 54,000 gsf
- Davis School District Technology Building CMGC
Layton, Utah | 2012 | \$3.3 M & 32,000 gsf
- Salt Lake County Fleet
Salt Lake City, Utah | 2014 | \$7.8 M
- Sugarmont Apartments
Salt Lake City, Utah | March 2019 | \$62M & 567,291 gsf
- Bodhi Apartments
Salt Lake City, Utah | February 2018 | \$12M & 107,360 gsf
- Station at Gardner Mill Apartments
West Jordan, Utah | April 2019 | \$40M & 480,000 gsf
- Crescent Senior Assisted Living
Sandy, Utah | August 2018 | \$14M & 127,000 gsf
- East Point Lane Condos
Salt Lake City, Utah | October 2007 | \$16M & 80,000 gsf
- Wasatch Point Senior Apartments
Logan, Utah | April 2013 | \$7.2M & 116,000 gsf
- Layton High School Remodel Addition Phases 1 & 2 CMGC
Layton, Utah | May 2012 | \$31 M & 128,752 gsf

LICENSES AND REGISTRATIONS

- OSHA Certification
- Concrete Testing Certification

EDUCATION

- Weber State University
- BS, Construction Management

YEARS
EXPERIENCE

20

YEARS
W/ ASCENT

18

NUMBER
SIMILAR PROJECTS

15



MIKE THOMPSON

Superintendent

RELATED EXPERIENCE

- St Marks Free Standing Emergency Department Facility
West Valley City, Utah | \$5.2 M | April 2019 | 10,700 gsf
- USTAR Life Science Research Facility * CMGC
Logan, Utah | 2010 | \$58 M & 300,000 gsf
- University of Utah Fredrick Albert Sutton Geology Building* CMGC
Salt Lake City, Utah | April 2009 | \$28 M & 91,000 gsf
- Sugarmont Apartments
Salt Lake City, Utah | Ant. March 2019 | \$58 M & 567,291 gsf
- Utah State University Regional Campus and Distance Education Building* CMGC
Salt Lake City, Utah | September 2012 | \$12 M & gsf
- Utah State University Tooele Science and Technology Building*
Tooele, Utah | January 2016 | \$12 M & 30,000 gsf
- Woods Cross Public Works
Woods Cross, Utah | February 2018 | \$6.4 M & 48,000 gsf
- Copper Hills High School Addition/Renovation
South Jordan, Utah | November 2017 | \$1.2 M & 2,500 gsf
- University of Utah Ivor Thomas Lab*
Salt Lake City, Utah | October 2010 | \$2 M & 134,000
- Red Butte Gardens* CMGC
Salt Lake City, Utah | May 2017 | 3 acres

*40 YEAR RESIDENT OF BOUNTIFUL

LICENSES AND REGISTRATIONS

- Certified Public Manager
- OSHA 10-Hour & 30-Hour Training
- ACI Concrete Testing Tech I
- USGBC Member

EDUCATION

- Weber State University,
- BS, Construction Management Technology
- University of Utah,
- 2 yrs PreArchitecture and History
- Utah State University,
- 3yr Civil Engineering

YEARS
EXPERIENCE

21

YEARS
W/ ASCENT

1

NUMBER
SIMILAR PROJECTS

12

Experience Prior to Ascent



GARY WEBB

Preconstruction Manager/CMGC

RELATED EXPERIENCE

- Farmington Police Station
Farmington, Utah | February 2009 | \$2.4M & 12,600 gsf
- West Wendover Government Complex
West Wendover, Nevada | August 2009 | \$7.5M & 31,517 gsf
- Eaglewood Fire Station No. 82
North Salt Lake, Utah | May 2013 | \$1.5 & 8,592 gsf
- Sandy City Public Works (CMGC)
Sandy, Utah | April 2019 | \$4.3M & 22,000 gsf
- Utah State Capitol Emergency Operations Center
Salt Lake City, Utah | March 2011 | \$2.4M & 6,500 gsf
- Northern Utah Interagency Fire Dispatch Center (CMGC)
Draper, Utah | March 2012 | \$2.4M & 18,500 gsf
- Carbon Courthouse and Administration Building
Price, Utah | May 2015 | \$16.9M & 58,000 gsf
- Mueller Park Jr. High School Addition & Renovation (CMGC)
Bountiful, Utah | July 2018 | \$9.7 M & 123,730 gsf
- West Bountiful Elementary School (CMGC)
Bountiful, Utah | 2020 | \$17M & 90,000 gsf
- Layton High School Remodel Addition Phases 1 & 2 (CMGC)
Layton, Utah | May 2012 | \$31 M & 128,752 gsf



LICENSES AND REGISTRATIONS

- CM/GC Expert
- Butler Advantage Training
- Butler and Varco-Pruden™
- Focus Seminars
- Butler and Varco-Pruden™
- Sales Meetings
- MC2® Estimating Software Training, ICE for Windows

EDUCATION

- Brigham Young University,
General Education

YEARS
EXPERIENCE

30

YEARS
W/ ASCENT

18

NUMBER
SIMILAR PROJECTS

20

QUALITY MANAGEMENT

This is a high-profile project. High quality and meeting the schedule and budget are critical.

Quality workmanship is found in every aspect of our work. Aside from our numerous quality awards, we know that quality must be in our people, communication, relationships, materials, management approach, subcontractors and construction best practices.

Every project is important to us. The personal attention we provide and our unwavering commitment to the success of every project helps to ensure the end result.

Our commitment to our word helps ensure consistency and quality performance, this is one of the key characteristics clients appreciate about Ascent. The quality that Ascent represents is in every aspect of our performance and in our promise to do our best work on every project.

COMMUNICATION PLAN





BRIGHAM CITY LIBRARY

Mountain States Construction Bronze Award Restoration

Brigham City, Utah

This project consists of the historic renovation and seismic upgrade of a 20,000 SF, 100-year old library building. The project includes complete seismic retrofit—sheer walls, drag struts, framing braces and epoxy coring of the outside walls to make them stronger and more rigid. Included in the renovation is the application of craftsmen construction methods and materials to preserve the historic look and feel of the interior and exterior of the library. Project included a complete interior remodel, replacement of the roof and reinforcement of the 30-foot chimney.



\$550K
 COST

20,000
 SQUARE FEET

2010
 COMPLETION

HIGHLIGHTS
 Program Elements
 Public Client
 Historical Building Standards
 Seismic Retrofit
 Interior Remodel
 Chimney Reinforcement

TEAM
 Brad L. Knowlton, Project Executive
 Robert Squires, Estimator

SCHEDULE
 Completed on time
 21 change orders

SANDY CITY PUBLIC WORKS BUILDING (CMGC)

Sandy, Utah

Performed with JRCA Architects

CMGC approach to build a new Sandy City Public Works Building. The facility will total 90,000 sf, with components including, conference rooms, offices, vehicle storage, shop space, fuel island, brine storage, and bulk storage.



\$4.4M
 COST

90,000
 SQUARE FEET

2019
 COMPLETION
 ASCENT CONSTRUCTION
 BOUNTIFUL CITY HALL REMODEL **3.1**

HIGHLIGHTS
 CMGC Delivery
 Public Client
 New Construction
 Occupied Site
 Multiple Stakeholders/Users
 High Performance Standards
 Critical Schedule
 Administrative Areas
 Site Work (paving, gates, fencing)

TEAM
 Brad L. Knowlton, Project Executive
 Kelly Rasmussen, Project Manager
 Dusten Jones, Superintendent
 Andrew Hill, Estimator

SCHEDULE
 Completed on time
 0 change orders



WEST WENDOVER GOVERNMENT COMPLEX/POLICE STATION

West Wendover, Nevada

Construction of a new government complex, which included a new city hall, courts, police station, and 911 dispatch.



HIGHLIGHTS

- Public Client
- New Construction
- Administrative Offices
- Winter Conditions
- Geo-Exchange HVAC System
- LEED Standards
- Site Work (steel frame, exterior panels)
- Design Standards
- Restrooms

TEAM

Brad L. Knowlton, Project Executive
 Gary Webb, Estimator

SCHEDULE

Completed on time
 34 change orders

\$7.5M
 COST

31,500
 SQUARE FEET

2009
 COMPLETION

LAYTON HIGH SCHOOL RENOVATION/ADDITION (CMGC)

ENR 2012 - Best Overall Renovation

Layton, Utah

Multi-phase addition/renovation on an active campus. Renovation of the Little Theater, coaching offices, existing classroom areas, new state-of-the-art media center, fitness center, classroom addition, commercial kitchen, cafeteria, commons



HIGHLIGHTS

- CMGC Delivery
- Renovation/Additions
- Occupied and Fully Operational
- Site & Building
- Classroom Addition
- Architectural Finishes
- Counseling Center Addition
- Administrative Office Addition
- New Commercial Kitchen, Media Center, Fitness Center, Cafeteria, Commons Area
- Winter Construction

TEAM

Brandt Knowlton, Project Executive
 Justin Brady, Superintendent
 Gary Webb, Estimator

SCHEDULE

Completed on time
 110 change orders

\$31M
 COST

128,752
 SQUARE FEET

2012
 COMPLETION

City Council Staff Report

Subject: Downtown Plaza Guaranteed Maximum Price (GMP)
Author: City Engineer
Department: Engineering
Date: November 13, 2018



Background

In March of this year, Hogan Construction was selected to act as the Construction Manager/General Contractor (CM/GC) for the Downtown Plaza project. Since that time, they have worked with the design team of EPG (the landscape architect) and City Staff fine tuning the design, providing estimates of construction costs and conducting the bidding process for the work. Now that the bidding process is in its final stages, it is an appropriate time to approve the Guaranteed Maximum Price (GMP) for the project. This will allow Hogan to begin signing contracts with subcontractors, and secure the quoted pricing obtained in the bidding process.

Analysis

The CM/GC contract is awarded in two parts: the first being the selection of the CM/GC and the establishment of the project management fees; and the second when the final construction costs for the project has been determined.

Hogan Construction has established a GMP based on the fees established earlier this year, current design documents, subcontractor bids, approved value engineering and assigned allowances. **The GMP as proposed is \$4,984,637.00. Of this amount, \$4,400,000.00 is allocated to the actual construction costs. The remainder (\$584,000.00) represents the “soft costs” or fees for Hogan’s services.** It is important to note that the GMP total also includes a contingency of \$263,993.00, (approximately 6.4% of the construction costs) which can be used for unforeseen conditions during construction.

In an effort to manage costs, the design team will continue to evaluate alternate construction methods and materials for specific elements in the plaza. The following features are currently being reviewed:

1. Seat walls along the linear water feature.
2. Seat walls next to the splash pools.
3. Seat walls which form the border of the east side of the plaza, between the linear water feature and 100 East Street.
4. Shade structure over the stage.
5. Lighting elements on the restroom and concession buildings.

As the construction costs for these items are finalized, the allowances will be adjusted to reflect the actual fixed costs. In the event that the actual costs exceed the allowance, the design team may choose to adjust the scope of other plaza elements or allocate funds from the construction contingency to make up the difference. Regardless of which option is selected, the final value of the GMP will remain as proposed.

Department Review

This proposal has been reviewed by the City Manager and the City Engineer/Public Works Director and the Planning Director.

Recommendation

I recommend that the Council accept the Guaranteed Maximum Price of **\$4,984,637.00** from Hogan Construction for the construction of the Downtown Plaza.

Significant Impacts

Funding for the project was included in Light & Power Fund (\$500,000.00) and the current RDA budget (\$3,500,000.00). Due to increased construction costs, it is proposed that an additional \$400,000.00 (10%) be allocated from the Capital Projects fund balance. The remaining “soft cost” expenses (\$584,637.00) have been budgeted in the Capital Project Fund. Any difference in the current budget will be amended in the upcoming year.

Attachments

Summary of Hogan GMP breakdown

EXHIBIT A
Guaranteed Maximum Price Amendment
To AIA Document A133 – 2009 Agreement between Owner and Construction Manager

For the following PROJECT: **Bountiful Downtown Plaza, Bountiful, Utah**

THE OWNER: **Bountiful City Corporation**

THE CONSTRUCTION MANAGER: **Hogan & Associates Construction, Inc.**

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement dated **13 March 2018**, the Owner and Construction Manager hereby amend the agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum, including any alternates listed below, is guaranteed by the Construction Manager not to exceed **Four million nine hundred and eighty-four thousand six hundred and thirty-seven dollars (\$4,984,637)** subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

See Attachment 1, dated November 2, 2018

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

No Alternates included

§ A.1.1.4 The Guaranteed Maximum Price is based on the following Drawings, Specifications, Addenda and General, Supplementary and other Conditions of the Contract:

See Attached Drawing index, Specification index and cover sheets of Addenda 1-4

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment is: **Oct 31, 2019**

OWNER

CONSTRUCTION MANAGER

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Date

Date

ATTEST

ATTEST



HOGAN GMP
CONSTRUCTION MANAGER • GENERAL CONTRACTOR

Project: Bountiful City Plaza
 Owner: Bountiful City
 Architect: epg
 CMGC: Hogan & Associates
 Date: 2-Nov-18

Division/ Trade	Subcontractor/ Vendor	Bid Day
		Amount Used
010000 Allowances, Site Specific Conditions	-----Total	\$ -
020000 Existing Condition	-----Total	\$ 50,300
030000 Concrete	-----Total	\$ 1,057,115
040000 Masonry	-----Total	\$ 212,905
050000 Metals	-----Total	\$ 220,672
060000 Woods, Plastics, Composites	-----Total	\$ 4,100
070000 Thermal & Moisture Protection	-----Total	\$ 31,673
080000 Openings	-----Total	\$ 30,803
090000 Finishes	-----Total	\$ 34,455
100000 Specialties	-----Total	\$ 28,268
130000 Special Construction	-----Total	\$ 647,181
22-23 Plumbing, HVAC	-----Total	\$ 185,709
26, 27, 28 Electrical, Communication, Safety & Security	-----Total	\$ 708,364
31, 32 Earthwork, Utilities	-----Total	\$ 509,000
320000 Exterior Improvements	-----Total	\$ 415,462

	Bid Subtotal	\$ 4,136,007	\$ 4,136,007
	Project GMP Contingency:		\$ 263,993
	Construction Costs GMP:		\$ 4,400,000
	Project Soft Costs/General Conditions :		\$ 584,637
	GRAND TOTAL		\$ 4,984,637

Bountiful City Plaza GMP Narrative

11-2-2018

02 0000 Selective Demolition	This section appears to be complete.
03 0000 Concrete	Concrete costs for this item include the building concrete and site concrete, excluding the water feature. This section appears to be complete.
04 0000 Masonry	We are still carrying \$75,000 for the river boulders . Other costs for masonry are complete.
05 0000 Metals	This section appears to be complete.
06 0000 Woods Etc.	We are awaiting a quote for the counters. Other costs in this section are complete.
07 0000 Thermal & Moisture	This section appears to be complete.
08 0000 Openings	This section appears to be complete.
09 0000 Finishes	This section appears to be complete.
10 0000 Specialties	Need to see if apparent low sign contractor included handicap/parking signs on site. Other costs in this section are complete.
13 0000 Special Construction	Apparent low water feature sub has been met with. Included in their price is a complete treatment system, water feature jets and jets with integral lights, 4" gravel layer under a shotcrete basin with formed seat walls. Cost also includes some type of Pebbletec finish with a tile or caulk bead between color changes. Their electrical includes power connections lower than 110v. Electrician has included money to connect equipment above 110v. They have been asked for a mockup section and to price the site seat walls in shotcrete. There are no costs included for the ice rink at this time.
22-23 0000 Plumbing, HVAC	This section appears to be complete.
26-28 0000 Electrical	Single electrical contractor. There are no designs for communication devices, racks or cabling . We are carrying \$25,000 for these items if needed. The contractor has included some conduit for these items. He has also included costs for wiring the higher voltage equipment in the water feature.

We still need costs for the FIIZ signs and cabling to the site speaker system. We're carrying \$1,500 for power to the FIIZ signs and \$5,000 for power and wiring to the speaker systems.

Other items in this section appear to be complete.

31 0000 Earthwork, Utilities This section appears to be complete.

32 0000 Exterior Improvement This section appears to be complete.



HOGAN GMP
CONSTRUCTION MANAGER • GENERAL CONTRACTOR

Project: Bountiful City Plaza
 Owner: Bountiful City
 Architect: epg
 CMGC: Hogan & Associates
 Date: 2-Nov-18

Division/ Trade	Subcontractor/ Vendor	Bid Day
		Amount Used
010000 Allowances, Site Specific Conditions		
010000 Allowances, Site Specific Conditions	Subtotal	\$ -
010000 Allowances, Site Specific Conditions	-----Total	\$ -
020000 Existing Condition		
024119 Selective Demolition	Subtotal	\$ 50,300
020000 Existing Condition	-----Total	\$ 50,300
030000 Concrete		
032000 Concrete Reinforcing	Subtotal	\$ 57,865
033000 Cast-in-Place Concrete	Subtotal	\$ 998,550
033500 Concrete Finishing	Subtotal	\$ -
034000 Precast Concrete	Subtotal	\$ 700
030000 Concrete	-----Total	\$ 1,057,115
040000 Masonry		
042000 Unit Masonry	Subtotal	\$ 137,905
042100 Masonry Reinforcing	Subtotal	\$ -
044000 Stone Assemblies	Subtotal	\$ 75,000
040000 Masonry	-----Total	\$ 212,905
050000 Metals		
051200 Structural Steel Framing	Subtotal	\$ 76,330
05 3100 Metal Joist & Deck	Subtotal	\$ 54,298
054000 Cold Formed Metal Framing	Subtotal	\$ -
055000 Metal Fabrications	Subtotal	\$ 90,044
050000 Metals	-----Total	\$ 220,672
060000 Woods, Plastics, Composites		
06 1000 Rough Carpentry	Subtotal	\$ 4,100
06 4020 Interior Architectural Woodwork	Subtotal	\$ -
060000 Woods, Plastics, Composites	-----Total	\$ 4,100
070000 Thermal & Moisture Protection		
071113 Bituminous Dampproofing	Subtotal	\$ 3,100
071326 Self Adhering Sheet Waterproofing	Subtotal	\$ 1,800

Division/ Trade	Subcontractor/ Vendor	Bid Day
		Amount Used
071913 Water Repellents	Subtotal	\$ -
072100 Building Insulation	Subtotal	\$ 2,738
075423 Membrane Roofing	Subtotal	\$ 15,610
076200 Flashing & Sheet Metal	Subtotal	\$ -
077200 Roof Specialties & Accessories	Subtotal	\$ 2,625
079200 Joint Sealants	Subtotal	\$ 5,800
070000 Thermal & Moisture Protection	-----Total	\$ 31,673
080000 Openings		
081100 Metal & Wood Doors & Frames	Subtotal	\$ 19,696
083100 Access Doors & Panels	Subtotal	\$ -
084000 Storefront, Curtain Walls, Glazing	Subtotal	\$ 11,107
08 7100 Finish Hardware	Subtotal	\$ -
080000 Openings	-----Total	\$ 30,803
090000 Finishes		
092216 Non Structural Metal Framing	Subtotal	\$ 17,090
092900 Gyp Board/ Drywall	Subtotal	\$ -
095100 Acoustical Walls & Ceilings	Subtotal	\$ -
096513 Resilient Wall Base	Subtotal	\$ 865
099100 Painting & Coating	Subtotal	\$ 16,500
090000 Finishes	-----Total	\$ 34,455
100000 Specialties		
101426 Post & Panel Signage	Subtotal	\$ 10,700
102113.19 Plastic Toilet Compartments	Subtotal	\$ 4,559
102800 Toilet & Bath Accessories	Subtotal	\$ 6,002
104400 Fire Protection Specialties	Subtotal	\$ 596
107516 Flagpoles	Subtotal	\$ 6,411
100000 Specialties	-----Total	\$ 28,268
130000 Special Construction		
131001 Water Feature	Subtotal	\$ 647,181
131800 Ice Rinks	Subtotal	\$ -
130000 Special Construction	-----Total	\$ 647,181
22-23 Plumbing, HVAC		
22-23 Plumbing, HVAC	Subtotal	\$ 185,709
22-23 Plumbing, HVAC	-----Total	\$ 185,709
26, 27, 28 Electrical, Communication, Safety & Security		
26, 27, 28 Electrical, Comm., Safety, Security	Subtotal	\$ 708,364
26, 27, 28 Electrical, Communication, Safety & Security	-----Total	\$ 708,364
31, 32 Earthwork, Utilities		
31, 32 Earthwork & Utilities	Subtotal	\$ 509,000
31, 32 Earthwork, Utilities	-----Total	\$ 509,000
320000 Exterior Improvements		
321216 Asphalt Paving, Parkings	Subtotal	\$ 99,710
321300 Concrete Site Work	Subtotal	\$ -
321400 Unit Paving	Subtotal	\$ -
321816.13 Playground Protective Surfacing	Subtotal	\$ 18,810
323300 Site Furnishings	Subtotal	\$ 76,962

Division/ Trade	Subcontractor/ Vendor	Bid Day
		Amount Used
328-329 Irrigation, Planting	Subtotal	\$ 219,980
320000 Exterior Improvements	-----Total	\$ 415,462

	Bid Subtotal	\$ 4,136,007	\$ 4,136,007
	Project GMP Contingency:		\$ 263,993
	Construction Costs GMP:		\$ 4,400,000
	Project Soft Costs/General Conditions :		\$ 584,637
Preconstruction Fee		\$ 9,000	
General Conditions		\$ 270,350	
Supervision		\$ 90,000	
CM Fee		\$ 165,440	
Bond		\$ 49,846	
	GRAND TOTAL		\$ 4,984,637

City Council Staff Report

Subject: Vehicle Mobile Radios
Author: Chief Tom Ross
Department: Police Department
Date: November 13, 2018



Background

The following is a request to approve the purchase of 13 Motorola Vehicle Radios. Funding for this equipment has been approved in our FY 2019 budget.

Analysis

Our current vehicle radios were purchased approximately 18 years ago and are analog radios that are being phased out by the Federal Government. Public safety has been told by the Utah Communications Authority that we must have radios that are digitally compliant by January 2019 due to all analog radios being shut down to reduce the costs of supporting both types of radios. We have spread the radio costs over two fiscal year budgets FY2018 and FY2019 to reduce the financial impact in a single budget year. In June of 2018, you approved our purchase of 43 Motorola radios for \$98,452 with a plan to purchase the remaining radios in FY2019.

Motorola has provided us with a Utah State Bid contract price of \$2,289.56 per radio or \$25,186 for 11 radios and \$4,279.13 per radio or \$8,559 for 2 dispatch radios for a total of \$33,745. This price includes a \$1,724 credit for each of our old analog radios that without the credit would retail for \$4,014 each. The 43 mobile radios that were purchased in FY2018 are Motorola brand radios and it is necessary to have the same brand for the radios we are purchasing now. Due to this need and the credit we received from Motorola for our old radios, we did not solicit additional bids.

Department Review

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

Significant Impacts

Sufficient funds are currently budgeted.

Recommendation

I respectfully request your approval to purchase 13 Motorola radios in the amount of \$33,745. Thank you for your time and consideration in this matter.

Attachments

Motorola Price Quote



MOTOROLA
SOLUTIONS

Bountiful Police Department Price Quote 11-1-18
APX 6500 & APX 8500

APX 6500					
Item	Model	Description	Unit Cost	Qty	Ext. Cost
1	M25URS9PW1 N G241/G51 G442/G444 G66/ W22/B18 G335 / QA01749	APX6500 Mobile, 35 Watt 800 MHz, with Analog Operation, Smartzone Roaming Software, 870 Modes, Dash Mount, 4 Line 14 Character Alpha Numeric Display, Speaker, Palm Microphone, Antenna, Mounting Hardware.	\$2,289.56	11	\$25,185.16
1a	G24	Two Year Extended Warranty - Three full Years	Included	11	Included
1b	G806	Astro Digital P25 Common Air Interface (CAI)	Included	11	Included
1c	G361	P25 9600/3600 Baud Phase I Interoperability, includes OmniLink	Included	11	Included
APX 6500 Total					\$25,185.16
APX 8500					
Item	Model	Description	Unit Cost	Qty	Ext. Cost
2	M37TSS9PW1AN G444/G442AJ W22 B18 GA01513AA G51AT	APX8500 Mobile, 800 MHz/VHF Mid-Power, with Analog Operation, Smartzone Roaming software, TRI-Band Operation, 3000 Modes, 35 Watts, O5 Control Head, Remote Mount Configuration, Standard Palm Mic, External Speaker, All Band Antenna.	\$4,863.13	2	\$9,726.26

2a	G806	Astro Digital Common Air Interface (CAI)	Included	2	Included
2b	G361	P25 9600 / 3600 Baud Phase 1 Capable Interoperability and OmniLink			
2c	G78AT	Two Year Extended Warranty – Three Full Years	Included	2	Included
2d	GA05509A	Delete UHF Band	-\$584.00	2	-\$1,168.00
APX 8500 Total					\$8,558.26
Grand Total					\$33,743.42

Price is based on Special Trade-In Promotional for Legacy Radios Unless expanding fleet

**State Contract #AR1884
Terms Net 30 Days**

**ASTRO® Digital APX 6500
Mobile Subscriber
700/800 MHz (10 – 35 Watts)
Secure and Trunked Radio Systems**

**ASTRO® Digital APX8500
Mobile Subscriber
700/800 MHz (1 – 35 Watts)
VHF - 136 -174 (1-50, Watts)
Secure and Trunked Radio Systems**

City Council Staff Report



Subject: Interlocal Agreement with South Davis Recreation District for an Ice Ribbon
Author: Clinton Drake
Dept: Legal
Date: November 13, 2018

Background

As has been discussed in previous work sessions, as part of the Bountiful Historic Main Street Area Plaza design stage the City is exploring various elements that will provide year round opportunities for residents and visitors to utilize. After in depth discussions with Staff regarding an ice ribbon/trail the Council has given direction to proceed with an interlocal agreement with the South Davis Recreation District. The Interlocal Agreement addresses the construction, operation, and maintenance of the ice ribbon/trail.

Analysis

Under the proposed Agreement, the City and the District would have their own respective responsibilities as well as joint responsibilities. A summary of these responsibilities is follows:

- **City Responsibilities-** The City will pay for the initial capital construction of the ice facility including the ice sheet and related equipment, a building for skate rentals and storage, and an ice resurfacers (Zamboni). The City will maintain the landscaping and flowerbeds around the ice ribbon
- **District Responsibilities-** The District will be responsible for all operating expenses including utilities, staffing, maintenance and purchase of rental equipment. All operating revenues would go to the District.
- **Joint Responsibilities-** Bountiful and the District will share capital replacement costs in the future. This includes the ice ribbon, chilling equipment, vending/equipment buildings and structures, lighting, ice resurfacing machine (Zamboni), and all mechanical and electrical equipment related to the operation of the facility.

A couple of other provisions of the Agreement are the operation of the ice ribbon/trail and the term of the Agreement.

Operation- The Agreement also requires the District to maintain a minimum regular operating hours schedule that is designed to encourage regular daytime and evening usage

as may be appropriate. Although the exact schedule is yet to be determined, the ice ribbon will be open for at least three months between December through February, and could be up and running as early as November into March. Hours of operation will likely be weekdays from 4 to 9, and weekends as early as noon until 9-10 pm.

Term- The term of the Agreement will be for 30 years.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

Staff believes that a winter element to the Plaza is very important to attract families and visitors downtown throughout the year. The ice ribbon idea addresses this important need. It also matches the desire of District to provide more open ice time for their patrons. It may also be a beneficial project for residents and businesses downtown.

Recommendation

It is recommended that the City Council approve the Interlocal Agreement between Bountiful City and the South Davis Recreation District for the construction, operation, and maintenance of an ice ribbon.

Attachments

Interlocal Agreement between Bountiful City and the South Davis Recreation District for the Construction, Operation, and Maintenance of an Ice Ribbon.
Resolution 2018-13

**Interlocal Cooperation Agreement Between
Bountiful City and the South Davis Recreation District
for the Construction, Operation, and Maintenance of an Ice Ribbon/Trail
at the Bountiful Downtown Plaza**

THIS AGREEMENT is made this day ____ of _____, 2018, by and between Bountiful City, a municipal corporation of the State of Utah (hereinafter the "City"), and the South Davis Recreation District, a special service district of the State of Utah (hereinafter the "District"). Collectively referred to as "the Parties".

WHEREAS, the Parties are governmental entities which are authorized under the law of Utah to plan for and construct facilities for their citizens; and

WHEREAS, the Parties hereby undertake to construct, maintain, and operate certain improvements including an ice ribbon/trail and associated facilities, (the "Project"); and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, the "Interlocal Cooperation Act," authorizes agreements between public entities for the performance of any governmental service or activity that each public entity is authorized by law to perform; and

WHEREAS, the Parties desire to enter into an Agreement whereby their respective responsibilities concerning the Project can be specified.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

1. **Project and Purpose.** The City and the District will jointly create a public, outdoor ice trail/ribbon for the benefit of residents and visitors. The City and the District will jointly design the Project; the City will construct the Project; and the District will operate and maintain the Project. The Project is to be designed, constructed, and operated in a way that is intended to expand District services, benefit the historic Main Street business area, and welcome residents, patrons, and visitors. The Project will operate as an ice skating facility during the winter months. It will begin operation as early in the winter season as possible and will conclude as late in the season as conditions permit. Operating hours will be set in a way that maximizes the benefit to patrons, the Main Street business area, and the District. Non-winter operations may include roller skating or a related use as approved by the District and the City.
2. **City Obligations.** The City shall be responsible for the following:
 - a. Initial capital construction of the ice ribbon/trail and associated building for housing skates and other equipment necessary to operate the ice ribbon.
 - i. These costs shall include any design and engineering costs.
 - b. Purchase of ice resurfacing machine such as a Zamboni or similar.
 - c. Maintain all flowerbeds and landscaping surrounding the ice ribbon and associated facilities.

3. **District Obligations.** The District shall be responsible for the following:
 - a. All operating costs, including utilities, necessary for the operation of the ice ribbon and supporting equipment including fire pits and rental/storage building.
 - b. Purchase, maintain, and replace all rental equipment and equipment necessary to operate the ice ribbon, except for the ice resurfacing machine (Zamboni or similar) which will be initially provided by the City and shall be a joint responsibility of the parties thereafter.
 - c. Provide adequate staffing necessary to operate the ice ribbon.
 - d. Maintain and clean the ice ribbon and associated facilities, including the building for housing equipment but not the flowerbeds and landscaping.
4. **Joint Responsibilities.** The City and District shall share responsibility equally for replacement of all capital improvements and capital equipment. This will include the ice ribbon, chilling equipment, vending/equipment buildings and structures, lighting, ice resurfacing machine (Zamboni or similar), and all mechanical and electrical equipment related to the operation of the facility.
5. **Revenue.** All operating revenue shall be collected and retained by the District.
6. **Dates and Hours of Operation.** The District shall maintain a minimum regular operating hours schedule that is designed to encourage regular daytime and evening usage as may be appropriate, taking in to account holidays, weekends, times in which K-12 schools are not in session, and any other factor that may affect the number of patrons and visitors during certain dates and times.
 - a. **Non-Winter Use.** The District may operate the ribbon for roller skating or other use during non-winter operation. It is the preference of the City that such use be free to the public (rentals not included).
 - b. **Other Use.** The District may not lease or rent the ice ribbon and related space unless done according to a policy approved by the City.
 - c. **Special Events.** The City will coordinate with the District in the event a City-sponsored event in the plaza conflicts with operation of the ice ribbon.
7. **Effective Date and Term of Agreement.** This Agreement shall be effective as of the date first written above and upon execution by the Parties and shall remain in effect for thirty (30) years from that date.
8. **Termination.** This Agreement may be terminated as follows:
 - a. Mutual written agreement of the Parties; or
 - b. By either Party after any material breach of this Agreement. Termination by material breach may only be invoked after the non-breaching party provides notice and allows the breaching party to cure, as follows:
 - i. Thirty (30) calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely

cure such material breach; provided however, the cure period shall be extended if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach and the breaching party commences the cure within the thirty calendar day period and continuously and diligently pursues the cure to completion.

9. **City Representative.** The City hereby appoints the Bountiful City Manager, or the City Manager's designee, as representative in the administrative management of this Agreement.
10. **District Representative.** The District hereby appoints the South Davis Recreation District Director, or the District Director's designee, as representative in the administrative management of this Agreement.
11. **Notices.** Any notice required by this Agreement may be served by mailing such notice or payment to the following addresses:

City: Bountiful City
 Attn: City Manager
 790 South 100 East
 Bountiful, Utah 84010

District: South Davis Recreation District
 Attn: District Director
 550 North 200 West
 Bountiful, Utah 84010

12. **Governmental Immunity Act.** The City and the District are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
13. **Insurance.** The Parties agree that each party shall be individually responsible for insuring all of its employees, buildings and assets (a written list may be developed and attached as an addendum to this Agreement by the Parties upon completion of construction), and activities including, but not limited to, comprehensive all risk insurance, commercial general liability insurance, worker's compensation insurance, motor vehicle liability coverage for owned and non-owned vehicles, and umbrella liability insurance, for the benefit of both the City and the District, in such amounts as may be prudent or legally required to protect against any risk, loss, cost, damage and/or liability respecting the provision of the Project. Notwithstanding the foregoing, the District acknowledges that the City may be self-insured as deemed prudent by the City.
14. **Indemnification.** Pursuant to the Governmental Immunity Act, and as provided herein, each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, contractors, or employees. No Party waives any defenses otherwise available under

the Act, nor does any Party waive any limits of liability currently provided by the Act. To the extent permitted by law, each Party agrees to indemnify and defend the other Party, including the officers, agents, and employees of the other Party, against all claims for damage or injury caused by the negligent acts or omissions of the indemnifying Party and arising out of the indemnifying Party's actions in conformance with the terms of this Agreement. Each Party to this Agreement shall cooperate and assist the other Party in defending against any such claims.

15. **Employees and Benefits.** The respective representatives, agents, contractors, officers, officials, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not employees of the other Party.
16. **Assignment Restricted.** This Agreement may not be assigned without the prior written consent of both of the Parties.
17. **Utah Law.** This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waiver of any term, condition, or other provision of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.
20. **Default.** If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.
21. **No Separate Entity Created.** No separate entity is created by the terms of this Agreement. No real or personal property shall be jointly acquired by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner consistent with its respective policies and/or procedures of such Party.
22. **Legislative Body/Board Approval.** This Agreement shall be authorized by resolution of the legislative or governing body of each Party.
23. **Approved as to Form.** This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party.
24. **Counterpart.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party.
25. **Costs of Project and Agreement.** Unless otherwise specified herein, each Party shall be responsible for its own costs for any action done pursuant to this Agreement, and for any financing of such costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

Bountiful City

Randy Lewis
Bountiful City Mayor
Dated: _____

ATTEST:

Shawna Andrus
Bountiful City Recorder

Approved as to form:

Clinton R. Drake
Bountiful City Attorney

South Davis Recreation District

Dated: _____

ATTEST:

Approved as to form:



BOUNTIFUL

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
John Marc Knight
Chris R. Simonsen
CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2018-13

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE RIBBON BETWEEN BOUNTIFUL CITY AND THE SOUTH DAVIS RECREATION DISTRICT

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. §§ 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, Bountiful City is in the process of designing and constructing a plaza in the Bountiful Historic Main Street business area; and

WHEREAS, the City desires to incorporate uses into the plaza that will provide year round opportunities for residents and visitors to utilize the plaza; and

WHEREAS, an ice ribbon/trail achieves the City's goal of providing year round opportunities for residents and visitors to utilize the plaza; and

WHEREAS, the South Davis Recreation District provides recreational opportunities to residents and visitors, including an indoor ice rink in Bountiful City; and

WHEREAS, the District desires to expand its services by providing ice skating opportunities other than the indoor ice rink; and

WHEREAS, the District has the capability and desires to operate and maintain the ice ribbon/trail pursuant to the terms of an Interlocal Agreement between the City and the District.

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

Section 1. Agreement Approved. The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to implement the Agreement.

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. The Agreement shall take effect as described therein.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS
13TH DAY OF NOVEMBER, 2018.**

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: City Council Meeting and Voting
Procedure for Filling City Council Vacancy
Author: Clinton Drake
Dept: Legal
Date: November 13, 2018

Background

At the last City Council meeting Staff provided the Council with an overview of the eligibility and notice of vacancy requirements for appointing an interested person to the vacant Bountiful City Council position. After receiving direction from the Council regarding the content of the application form and the meeting schedule for appointing, Staff has created the application and packet and posted the Notice of City Council Vacancy. There has already been a great deal of interest. As of the time of drafting this Staff Report, 32 interested persons have taken applications and we have received two completed applications. We expect both of these numbers to increase. With the process now underway, the Council will need to determine a clear and organized procedure for interviewing and appointing an interested person to fill the Council vacancy.

Analysis

A straightforward procedure will provide interested persons clarity in the process which will allow interested persons to better prepare for the interview and is transparent to the public. It will also ensure that the meeting is carried out in an efficient and orderly manner.

The law provides flexibility in how the Council can go about selecting the candidate. The only legal requirement is that all interested persons be interviewed by the Council in an open and public meeting. With that in mind, there are three main components to consider as the Council develops its procedure for preparing, interviewing, and selecting a new Council member:

- 1) Application Review (reviewed by the Council before the November 20 meeting)
- 2) The Interview
- 3) Selection/Voting

Farmington City recently went through the process of filling a vacant position on the Farmington City Council. We reached out to them for information and they shared lessons they learned from their experience. They have been a valuable resource. Much of the

discussion and recommendations contained in this Staff Report are based on what we learned from Farmington City.

- 1) Application Review- Under the Council’s direction, Staff has put together a uniform application for interested persons to fill out. As we receive these applications we will provide them to you for your review. Additionally, names of the interested persons are on the website. After the November 15 application deadline, Shawna will e-mail to you a complete list of the names of interested persons who submitted their application in a timely manner. Due to the amount of applications we are expecting, it will be important to review these applications before the meeting. A copy of each application will be printed and provided to each Council member at the November 20 meeting for reference but please review them before the meeting.

- 2) Interview- Farmington City received 20 total applications and four withdrew before the interview for a total of 16 interested persons interviewed. Each interested person was given a total of three minutes to present to the Council. We recommend following the same format. At the end of the three minutes the Council may ask follow up questions, if any. Because we have already given out 32 application packets, it is likely we will interview more interested persons than Farmington. The following table illustrates the total interview time if the each interested person were to take the full three minutes and the Council’s questions were for an additional minute:

Number of Applicants	Total Interview Time (4 minutes each)
10	40 minutes
15	1 hour
20	1 hour 20 minutes
25	1 hour 40 minutes
30	2 hours

- 1) Selection/Voting- After interviewing all interested persons, each member of the Council will need to select their top three choices. The Mayor does not vote. There can be discussion before the Council makes their selection if the Council would like. Shawna will provide each member of the Council a list of all interested persons that interviewed and each member of the Council will select their top three choices in order of preference with your first choice getting the highest number. (Top choice gets three points. Second choice gets two points. Third choice gets one point.) A sample copy of the list of interested persons is attached to this Staff Report. At the meeting it will contain the names of all interested persons interviewed. Each Council member will make their selections on that sheet. After the selections are made, Shawna will gather the

sheets and the Council will take a 15 minute recess to allow time to tally the votes. When the totals have been tallied, the results will be posted on the wall for the Council, interested persons, and public to see.

At that point a member of the Council can make a motion to appoint the new Councilmember to fill the vacancy and the Council can vote or additional time will be given to the three finalists receiving the most points. If there is a tie for third most votes, both interested persons will be considered as a finalist. If the Council wishes to hear from the finalists, each person will be provided one minute. The Council may ask any questions of the interested persons following their respective one minute statements. At that point the Council will need to make a motion to appoint a person to fill the vacancy and the Council will vote. If the motion fails, another motion will need to be made until someone is appointed.

Department Review

This Staff Report was prepared by the City Attorney.

Please note: The City Manager has not been involved in the preparation of this Staff Report and will not be in attendance at the meeting. The only staff members that will be present at the meeting are the City Attorney, the City Recorder and the Recording Secretary. Staff will be there only to ensure the meeting complies with all legal requirements, assist the Council with procedure, tally votes, and take minutes. This is intentional so as to avoid the appearance of influencing the Council's decision. Any questions regarding this Staff Report or the filling of the Council vacancy should be directed to City Attorney or the City Recorder.

Significant Impacts

The Council's selection will fill the vacancy due to the resignation of Councilmember Holbrook. The person selected by the Council will serve the rest of her term (ending December 31, 2019). After that, the seat will be filled by vote in the next election.

Recommendation

It is recommended the Council follow the attached Meeting Procedure Outline during the November 20, 2018, meeting to select a new councilmember to fill the vacancy created by Councilmember Holbrook's resignation.

Attachments

Interested Person Interview Ranking Chart
Meeting Procedure Outline

Councilmember _____

The three interested persons who receive the most points will be finalists.

Interested Person	1st Choice (3 points)	2nd Choice (2 points)	3rd Choice (1 point)
Person A			
Person B			
Person C			
Person D			
Person E			
Person F			
Person G			
Person H			
Person I			
Person J			
Person K			

Bountiful City Council City Council Vacancy Selection Meeting November 20, 2018

1) Pre-Meeting

- a. Each Council member will review each application on their own.

2) Interviews

- a. Order- Each interested person's name will be pre-printed on a piece of paper and placed in a box. The City Recorder will randomly select the names from the box one at a time and interested persons will be interviewed in that order.
- b. Time- Each interested person will be provided three minutes to present. The time will be displayed on the timer in front of the Mayor as with public comment in a regular meeting.
- c. Follow-up- The Council may ask questions of each interested person after they have finished addressing the Council.
- d. The Council may choose to make comments or have discussion before making their selections in the meeting.

3) Selection/Voting

- a. The City Recorder will pass out the Interested Person Interview Ranking Chart. Each Councilmember will write their name at the top of their sheet and select their top three choices with their first choice receiving three points, their second choice receiving two points, and their third choice receiving one point. The three interested persons receiving the highest number of points will be the finalists.
- b. The City Recorder will gather the sheets from the Council and there will be a 15 minute break to tally the votes.
- c. Motion can be made OR finalists will be provided 1 minute to address the Council. Councilmembers may ask any follow-up questions.
- d. A motion must be made and a vote taken. If a motion fails, another one should be made until a selection is made.