

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, January 9, 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. Representative Ray Ward
2. Open Public Meetings training – Mr. Clinton Drake

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 – December 12, 2017 p. 3
4. BCYC Report
5. Council Reports
6. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid December 4, 11, 18 & 25, 2017 p. 7
 - b. November 2017 Financial Report p. 13
7. Swearing in of newly elected officials – Mayor Randy Lewis, Councilwoman Kendalyn Harris and Councilman Chris Simonsen
8. Consider adoption of the interlocal agreement with South Davis Metro Fire for the calculation and collection of fire impact fees – Mr. Gary Hill p. 27
9. Consider approval of a bid from Electro Power Utah in the total amount of \$60,260 to build and install new control panels at the Upper Williams and 3100 South 400 East booster stations – Mr. Mark Slagowski p. 33
10. Adjourn


City Recorder

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

December 12, 2017 – 6:00 p.m.

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, John Marc Knight
City Manager Gary Hill
City Attorney Clinton Drake
City Engineer Paul Rowland
City Planner Chad Wilkinson

Department Directors/Staff:
Police Chief Tom Ross
Finance Director Tyson Beck
Parks Director Brock Hill
Power Director Alan Johnson
Information Tech Rex Pickett
Administrative Assistant Darlene Baetz

Excused: Councilmembers Beth Holbrook and John Pitt

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 6:05 p.m.

DOWNTOWN ZONE STANDARDS – MR. CHAD WILKINSON

Mr. Wilkinson presented the staff report and stated the two important things that will be discussed are the architecture and articulation of the area. Mr. Wilkinson asked the Council how they feel about the size and scale of the example buildings and what they want the downtown area to look like. The current setback was changed from 25 feet to 20 feet. Councilman Knight stated he would like to see it reduced to be a 10 foot setback. Staff and Council discussed the current building height and the incorporation of material standards on the façade. Councilman Knight mentioned an elevator standard, but Mr. Wilkinson was concerned about an overall elevator standard. Mr. Wilkinson brought the discussion back to articulation and the size and scale of the building standards. Councilwoman Harris asked if large buildings are a problem. Mr. Wilkinson responded that the size and scale of the building will determine the look and feel of the downtown area. Mayor Lewis inquired about the landscaping details around downtown. Staff discussed ground floor landscaping treatments, which includes parking issues. In conclusion, Mr. Wilkinson stated that ideally there needs to be a mix of articulation with flexibility, the size and scale of the area is still in question and a determination on whether or not there is a concern for larger buildings. Mr. Jesse Bell had concerns

1 with the appearance and dimensions and outdoor space needs to be included for the citizens. Mr.
2 Tom Smith stated the image of the city is very important. Councilman Higginson had concerns about
3 potentially seeing buildings as large as those at the Village on Main in the downtown area.
4

5 **Regular Meeting – 7:01 p.m.**
6 **City Council Chambers**
7

8 Mayor Lewis called the meeting to order at 7:01 p.m. and welcomed those in attendance. Jim
9 Clark, led the Pledge of Allegiance; Jim Bromley gave an opening prayer.
10

11 **PUBLIC COMMENT**

12 No comments were made.
13

14 **APPROVE MINUTES OF PREVIOUS MEETINGS – NOVEMBER 21 & 28, 2017**

15 Mayor Lewis presented the minutes from the previous meetings. Councilman Higginson
16 moved to approve the minutes and Councilwoman Harris seconded the motion. Voting was
17 unanimous with Councilpersons Harris, Higginson, and Knight voting “aye”.
18

19 **BCYC REPORT**

20 There were no Youth Council representatives present. Councilwoman Harris commented that
21 the Youth Council had their Christmas party last week and will be working on blankets to donate to a
22 children’s hospital.
23

24 **COUNCIL REPORTS**

25 Councilman Knight commented on Creekside Park and the great turnout at the park preview.
26 No other reports were made.
27

28 **CONSIDER APPROVAL OF:**

- 29 a. **WEEKLY EXPENDITURES > \$1,000 PAID NOVEMBER 20 & 27, 2017**
30 b. **OCTOBER 2017 FINANCIAL REPORT**
31

32 Mayor Lewis presented the expenditures/financial report and asked for a motion to approve.
33 Councilman Knight moved to approve the weekly expenditures/reports and Councilman Higginson
34 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson and Knight
35 voting “aye”.
36

37 **CONSIDER APPROVAL OF THE FOLLOWING APPOINTMENTS AND**
38 **REAPPOINTMENTS:**

- 39 a. **APPOINTMENT OF MR. JIM CLARK TO THE PLANNING COMMISSION**
40 b. **REAPPOINTMENT OF MR. JED PITCHER AND MR. DAN BELL TO THE POWER**
41 **COMMISSION**
42 c. **RESOLUTION 2017-11 REAPPOINTING MAYOR RANDY LEWIS TO THE SOUTH**
43 **DAVIS RECREATION SPECIAL DISTRICT ADMINISTRATIVE CONTROL**
44 **BOARD**
45

46 Councilman Knight made a motion to reappoint Jim Clark to the Planning Commission, and

1 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,
2 Higginson, and Knight voting “aye”.

3 Councilman Higginson made a motion to reappoint Jed Pitcher and Dan Bell to the Power
4 Commission and also approve Resolution 2017-11 reappointing Mayor Lewis the SDRD
5 Administrative Control Board and Councilwoman Harris seconded the motion. Voting was
6 unanimous with Councilpersons Harris, Higginson, and Knight voting “aye”.

7
8 **CONSIDER APPROVAL OF THE PUBLIC NOTICE OF BOUNTIFUL CITY COUNCIL**
9 **MEETINGS FOR 2018 – MR. GARY HILL**

10 Mr. Hill presented the 2018 Bountiful City Council Meeting Schedule. Councilman Knight
11 made a motion to approve the schedule and Councilman Higginson seconded the motion. Voting was
12 unanimous with Councilpersons Harris, Higginson, and Knight voting “aye”.

13
14 **CONSIDER APPROVAL OF RESOLUTION 2017-12 INCREASING GOLF FEES AT THE**
15 **BOUNTIFUL RIDGE GOLF COURSE – MR. BROCK HILL**

16 Mr. Hill stated the golf course is funded through user fees only. The proposed fee structure
17 would allow Bountiful Ridge to maintain the position of being a “Best Value” facility while also
18 meeting the demand of increased operational and maintenance costs. Staff recommends the increased
19 fee approval as outlined by staff. Councilman Higginson made a motion to approve Resolution
20 2017-02 and Councilman Knight seconded the motion. Voting was unanimous with Councilpersons
21 Harris, Higginson and Knight voting “aye”.

22
23 **CONSIDER APPROVAL OF THE PRELIMINARY SITE PLAN FOR CULVER’S**
24 **RESTAURANT LOCATED AT 620 NORTH 500 WEST (HIGHWAY 89) – MR. CHAD**
25 **WILKINSON**

26 Mr. Wilkinson presented the landscaping plans, drive thru service and future site plans for this
27 area. Staff recommends approval for the site plan with the six conditions listed. Mr. Matt Young
28 discussed the demographics when they chose this site and the proposed construction. Councilman
29 Higginson made a motion approve the preliminary site plan with the six conditions as outlined by
30 staff. Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons
31 Harris, Higginson and Knight voting “aye”.

32
33 **CONSIDER APPROVAL OF A CHANGE IN OWNERSHIP BEER LICENSE FOR RITE**
34 **AID #6123 LOCATED AT 535 SOUTH MAIN STREET, WALGREEN COMPANY,**
35 **APPLICANT – MR. CHAD WILKINSON**

36 Mr. Wilkinson presented the staff report. Staff recommends approval of the Beer license for
37 the new ownership of Rite Aid. Councilman Higginson made a motion to approve the license and
38 Councilman Knight seconded the motion. Voting was unanimous with Councilpersons Harris,
39 Higginson and Knight voting “aye”.

40
41 **CONSIDER APPROVAL OF A CELL TOWER LEASE AGREEMENT WITH AT&T ON**
42 **HIDDEN LAKE CIRCLE – MR. CLINT DRAKE**

43 Mr. Drake stated the City is still waiting to hear back from AT&T and will need to be tabled.
44 Councilwoman Harris made a motion to table the agreement and Councilman Higginson seconded
45 the motion. Voting was unanimous with Councilpersons Harris, Higginson and Knight voting “aye”.

1 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
2 Higginson made a motion to adjourn the meeting and Councilwoman Harris seconded the motion.
3 The regular session of the City Council was adjourned at 7:28 p.m.

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5

Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
December 4, 11, 18 & 25, 2017

Author: Tyson Beck, Finance Director

Department: Finance

Date: January 4, 2018



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid December 4, 11, 18 & 25, 2017.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid December 4, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1046	ADVENTURES IN ADVERTISING	Streets	10.4410.448000.	Operating Supplies	\$1,211.50	199974	RDA2162636	Uniform Hooded Sweatshirts
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-Rec	\$1,484.02	199977	1162161N	U-Bolt & 1272 Clamps
6561	ALSTOM GRID, LLC	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$3,047.52	199978	18692	138 Breaker Control Parts
1164	ANIXTER, INC.	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$3,697.90	199980	3731498-00	Sub Control Cables
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	\$2,682.80	199982	77980	Patching
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$3,084.24	199983	84I74317	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$3,084.24	199983	84I74417	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$3,855.76	199983	82Y51917	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$4,112.32	199983	82Y52017	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$4,678.58	199983	83R41617	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$5,114.27	199983	83R41517	Tree Trimming
1262	BALL HORTICULTURAL	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	\$1,447.10	199984	96817963	Plants and Flowers
1294	BASLER ELECTRIC CO	Light & Power	53.5300.448627.	Echo Hyrdo	\$1,124.69	199987	2627716	Repair Voltage Reg for Echo Hydro
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	\$3,578.45	199998	11222017	Acct # 801-578-0401 452B
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-Rec	\$2,053.00	200008	72897	Transmission Line
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$366,553.84	200008	72878	Project BCP-012 138kV Transformer #2 Replacement
2126	FAIRBANKS SCALES	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	\$1,291.00	200010	1366454	Scale Maintenance
2223	FREEDOM TRUCK & TRAILER	Streets	10.4410.425000.	Equip Supplies & Maint	\$1,206.59	200017	161826	Parts
2223	FREEDOM TRUCK & TRAILER	Streets	10.4410.425000.	Equip Supplies & Maint	\$2,094.21	200017	161872	Brake Calipers
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	\$1,980.09	200032	353402	Road Base
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.473106.	New Storm Drains > 400'	\$51,314.91	200037	5	2017 Storm Drain Projects
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	\$1,332.75	200045	S102423442.001	Valve Repair Kit
9388	NINTH WEST WELDING	Streets	10.4410.425000.	Equip Supplies & Maint	\$5,348.23	200049	489756	Wet Kit for Transport Truck
3321	NORTHERN POWER EQUIP	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-Rec	\$23,772.71	200050	50257	8700' 1272 ACSR Wire
8040	OTTO ENVIRONMENTAL	Sanitation	58.5800.448010.	Garbage Containers	\$1,337.18	200053	ELOY 22482	Garbage Containers
3634	RAIN FOR RENT-SALT LAKE	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	\$1,223.12	200063	1135880	Parts
6266	REPMASERS,INC	Water	51.5100.448000.	Operating Supplies	\$1,795.00	200067	083018	Valve Operator
9407	SPECIALTY ELECTRICS	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$47,139.00	200079	1752-1	Termination cabinets & relay panels
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	\$2,336.00	200085	1429647	Chlorine
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	\$1,389.85	200089	0266842	Oil for the Shop
9168	TRAVELERS CASUALTY	Parks	45.4510.473100.	Improv Other Than Bldgs	\$421,221.62	200090	T004	Project #2017001// Creekside Park #15-106
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	\$1,480.67	200097	9796784991	Acct # 771440923-00001
4456	VIRGINIA TRANSFORMER	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$430,334.40	200100	51847	Transformers for Substation
4567	WESTERN REFUSE & REC	Sanitation	58.5800.425000.	Equip Supplies & Maint	\$1,742.42	200103	149446	Hydraulic Cylinders
<u>TOTAL:</u>					\$1,409,149.98			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid December 11, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5281	DOMINION ENERGY UTAH	Water	51.5100.427000.	Utilities	\$ 1,023.22	200148	12012017B	Acct # 9591363682
4775	ROCKY MOUNTAIN VALVE	Water	51.5100.448400.	Dist Systm Repair & Maint	1,054.00	200234	1777-6245	Repair Kits
4450	VERIZON WIRELESS	Water	51.5100.428000.	Telephone Expense	1,164.94	200269	9797221443	Acct # 442080322-00001
1585	CARSON ELEVATOR COMPANY	Water	51.5100.426000.	Bldg & Grnd Suppl & Maint	1,194.96	200123	J46838	Repairs Order #'s 50066, 50073 & 50084
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	1,339.29	200252	905029126	Golf Balls
2334	GRAINGER, INC	Water	51.5100.448000.	Operating Supplies	1,390.72	200165	9626224654	Fans
3790	RURAL WATER ASSOC OF UTAH	Water	51.5100.421000.	Books Subscr & Mmbrshp	1,475.00	200235	2126	Membership Dues
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,478.39	200253	0264902	Fuel
2003	DUNCAN ELECTRIC SUPPLY	Light & Power	53.5300.448632.	Distribution	1,704.00	200150	95974-1	OH Temps
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	200187	SLC12170194	Custodial Services for December 2017
2503	HOLBROOK, BETH	Legislative	10.4110.423000.	Travel & Training	1,780.64	200176	12012017	NLC Summit In Charlotte, NC Nov. 11-14th 2017
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,923.20	200230	2860539	Tires and Service
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.448636.	Special Equipment	2,062.50	200132	S6204824.001	Milwaukee Crimper
4369	UTAH DEPT OF WORKFORCE	Light & Power	53.5300.413060.	Unemployment Reimb	2,096.00	200263	12112017	NOVEMBER UNEMPLOYMENT CLAIMS
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	2,335.95	200230	2860540	Tires and Service
1975	DLT SOLUTIONS, INC.	Light & Power	53.5300.429300.	Computer	2,497.02	200147	S1378635	Autodesk Infrastructure Design
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	2,571.16	200253	0266771	Fuel
4334	USDA-FOREST SERVICE	Light & Power	53.5300.448627.	Echo Hyrdo	3,127.46	200262	BF041901X0182	Salt Lake Ranger Dist.
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	3,288.25	200211	S102444749.001	Valve Repair Kit
1602	CDW GOVERNMENT, INC.	Information Technology	10.4136.425000.	Equip Supplies & Maint	3,700.00	200124	LBR5670	Cisco Firewall Support & Subscription Renewal
4801	SMITH HARTVIGSEN	Redevelopment Agency	73.7300.431000.	Profess & Tech Services	3,878.00	200243	36277	Legal Fees
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,951.26	200116	84U72217	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,826.84	200116	84U72117	Tree Trimming
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	5,163.00	200244	AFS19001069	Annual Maintenance
6330	MGB+A INC	Parks	45.4510.473100.	Improv Other Than Bldgs	5,937.50	200206	2017-0081	Creekside Park
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	9,474.32	200189	12112017	November 2017 Payment
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448611.	Natural Gas	10,254.03	200148	12042017J	Acct # 6056810000
2799	KELLERSTRASS ENTERPRISES	Streets	10.4410.425000.	Equip Supplies & Maint	20,644.98	200192	928030	HiTech Diesel Winter Additive/Bulk Fuel
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collectn Service	32,622.15	200108	12012017	Recycling for November 2017
4844	LEGACY EQUIPMENT	Streets	45.4410.474500.	Machinery & Equipment	105,000.00	200196	82764	Vin # 3ALAG0BS7DDFE0220 //Oil Distributor Truck
4844	LEGACY EQUIPMENT	Landfill	57.5700.474500.	Machinery & Equipment	134,919.00	200197	83242	Vin # 1HTMSTAR1JH342685// Water Truck
TOTAL:					\$ 375,652.78			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid December 18, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3323	BLUE TARP FINANCIAL	Landfill	57.5700.425000.	Equip Supplies & Maint	\$ 1,282.27	200283	38962313	Honda Trash Pump for Landfill
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,637.59	200286	25865	Road Salt
1845	D & L SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,250.00	200295	0000071477	Valve Box
1889	DAVIS COUNTY GOVERNMENT	Legislative	10.4110.452200.	Election Expense	17,452.27	200296	86490	2017-12 Election Services Agreement
5281	DOMINION ENERGY UTAH	Police	10.4210.427000.	Utilities	3,636.69	200301	12082017	Acct # 3401140000
9275	ENVIRONMENTAL PLANNING	Legislative	45.4110.466000.	Contingency	9,140.67	200302	8213	Project # Bountiful 0001 Downtown Plaza
2501	HOGAN & ASSOCIATES	Water	51.5100.473110.	Water Mains	139,460.00	200308	04	Project#00.17.528 //Bountiful WaterTreatment Plant
2501	HOGAN & ASSOCIATES	Water	51.5100.472100.	Buildings	242,948.00	200308	04	Project#00.17.528 //Bountiful WaterTreatment Plant
2510	HOLLAND EQUIPMENT CO	Streets	45.4410.474500.	Machinery & Equipment	95,978.00	200309	59151	Replaced Dump Body w/ Plow & De-Icer
9446	KELLY PAPER COMPANY	Treasury	10.4143.429050.	Util Billing Supplies	2,796.75	200315	8925958	Paper
8137	LAKEVIEW ASPHALT PRODUCT	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,780.68	200317	2148	Patching
4844	LEGACY EQUIPMENT	Storm Water	49.4900.474600.	Vehicles	87,747.00	200320	83411	Water Truck
8092	PERFORMANCE CHRYSLER	Police	45.4210.474500.	Machinery & Equipment	70,821.00	200333	12192017	For, Vin #JH198327, Vin #JH198328, Vin# JH198329
4064	STEVE REGAN CO	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	3,328.34	200349	891928	Weed Barrier, Complete Soil & Misc Supplies
5095	UTAH DEPARTMENT OF HEALTH	Water	51.5100.431000.	Profess & Tech Services	2,554.50	200359	18L000000000713	Lab Fees
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,103.89	200360	9797208571	Acct # 371517689-00001
4533	WEBER BASIN WATER CO	Water	51.5100.461400.	Purchase Of Water	91,705.00	200363	0048860	Annual Water Charges for 2018
4536	WEBER-BOX ELDER	Light & Power	53.5300.448628.	Pineview Hydro	16,123.85	200364	12142017	4Q 2017 Generation
4567	WESTERN REFUSE & RECYCLING	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,293.34	200365	149280	Parts
4574	WHEELER MACHINERY CO	Landfill	57.5700.425000.	Equip Supplies & Maint	3,895.73	200366	PS000592137	Parts
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	200368	100523	Janitorial Cleaning Services for Dec 2017
TOTAL:					<u>\$ 818,830.57</u>			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00

Paid December 25, 2017

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$ 4,304.24	200373	85Q14117	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	200373	85Q14017	Tree Trimming
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	2,345.25	200428	2861038	Tires & Service
4229	TOM RANDALL DIST. CO	Landfill	57.5700.425000.	Equip Supplies & Maint	1,514.95	200442	0267191	Bulk Oil
5000	U.S. BANK CORPORATE	Finance	10.4140.423000.	Travel & Training	1,019.89	200444	12112017GR	Trvl&Train,GFOA Conf.// Acct #-8851
5000	U.S. BANK CORPORATE	Water	51.5100.423000.	Travel & Training	1,425.02	200444	12112017BE	Trvl&Tain// Acct #- 8851
5000	U.S. BANK CORPORATE	Parks	10.4510.425000.	Equip Supplies & Maint	1,533.78	200444	12112017BH	Trvl&Train,Park Equip// Acct #-8851
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	1,536.14	200444	12112017TK	OfficerTraining,Cell Ph//Acct #4-8851
5000	U.S. BANK CORPORATE	Light & Power	53.5300.448631.	Hyrdo Transmission	2,593.56	200444	12112017AJ	Trvl&Train,Equip Rental//Acct #-8851
4334	USDA-FOREST SERVICE	Water	51.5100.472100.	Buildings	1,467.17	200446	BF041901X0181	Special Permit // Payer Code 0003293232
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,468.19	200447	12252017	December 2017 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448628.	Pineview Hydro	4,708.46	200447	12252017	December 2017 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	172,841.03	200447	12252017	December 2017 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	353,401.72	200447	12252017	December 2017 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	356,376.82	200447	12252017	December 2017 Power Resource Payment
8518	VCBO ARCHITECTURE	Legislative	45.4110.466000.	Contingency	2,625.00	200450	3	Professional Services for 11/01-11/30/2017
TOTAL:					<u>\$ 914,092.58</u>			

City Council Staff Report

Subject: November 2017 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: January 9, 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 November 2017 compared to the past three fiscal YTD periods through each respective August.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2018 budget portion of these reports is the originally adopted FY2018 budget approved by the City Council in June of 2017.

Recommendation

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

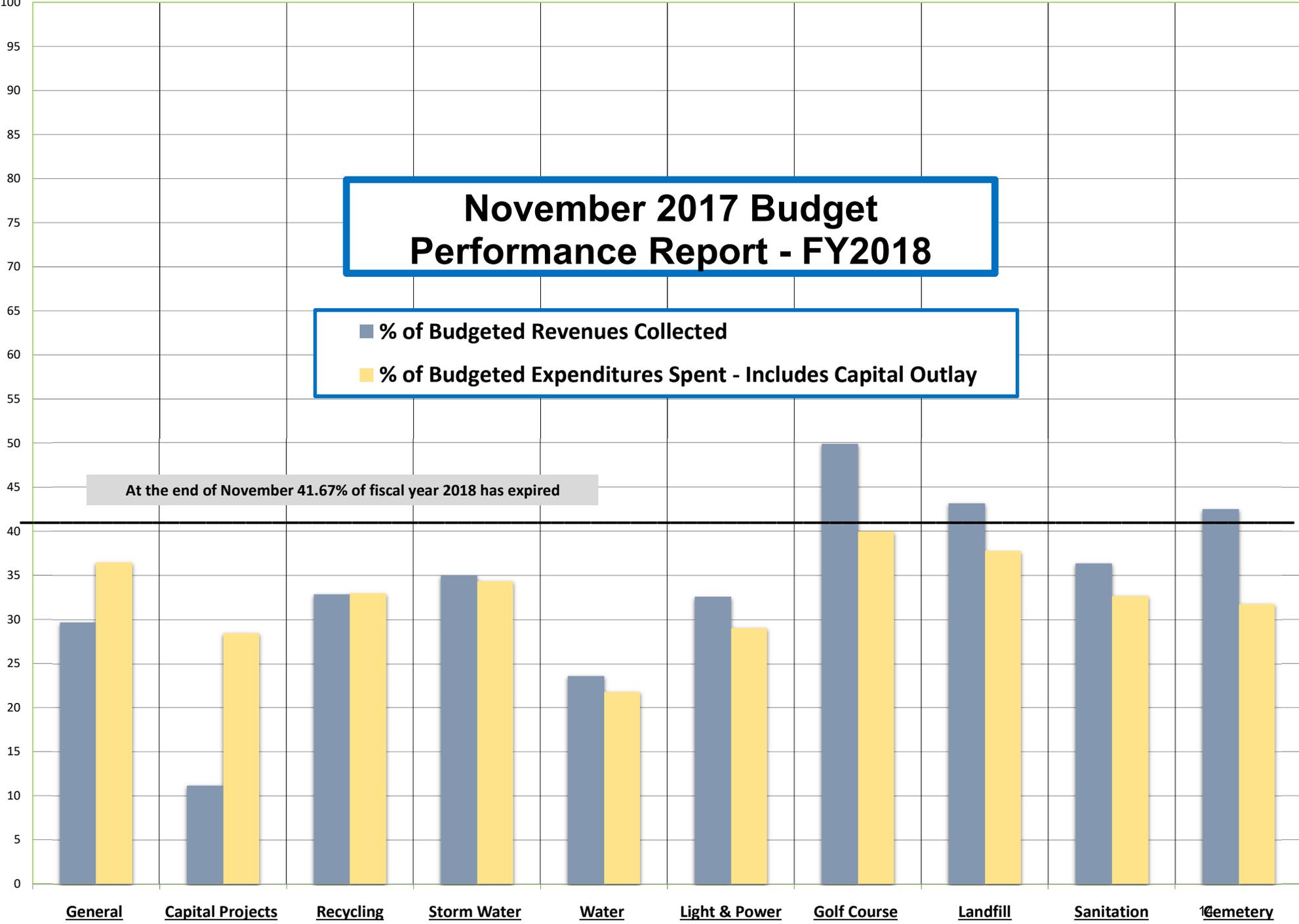
Attachments

- November 2017 Fiscal YTD Revenue & Expense Report – FY2018

November 2017 Budget Performance Report - FY2018

■ % of Budgeted Revenues Collected
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of November 41.67% of fiscal year 2018 has expired



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City of Bountiful, UT
NOVEMBER YTD REVENUES - FY 2018

P 1
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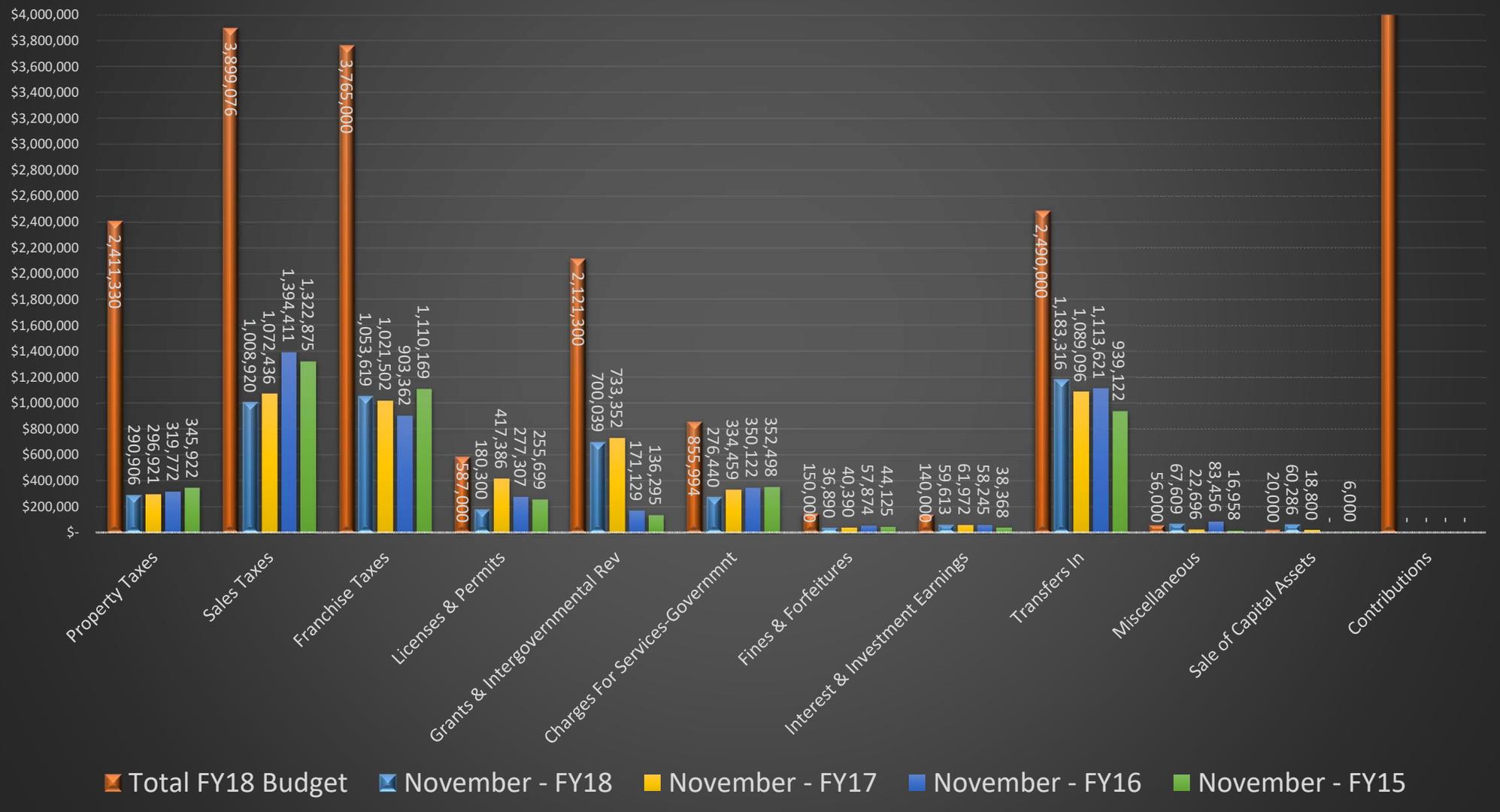
FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,585,700	-16,585,700	-4,917,937.24	-1,435,462.36	.00	-11,667,762.76	29.7%
30 DEBT SERVICE	-115	-115	-115.37	-20.74	.00	.37	100.3%
44 MUNICIPAL BUILDING AUTHORITY	-170,315	-170,315	-2,513.69	-361.59	.00	-167,801.31	1.5%
45 CAPITAL IMPROVEMENT	-9,675,200	-9,675,200	-1,079,581.04	-350,222.59	.00	-8,595,618.96	11.2%
48 RECYCLING	-421,254	-421,254	-138,748.69	-35,205.22	.00	-282,505.31	32.9%
49 STORM WATER	-1,601,304	-1,601,304	-559,790.97	-136,968.57	.00	-1,041,513.03	35.0%
51 WATER	-9,305,863	-9,305,863	-2,192,512.40	-444,286.53	.00	-7,113,350.60	23.6%
53 LIGHT & POWER	-34,500,206	-34,500,206	-11,264,278.97	-2,164,158.44	.00	-23,235,927.03	32.6%
55 GOLF COURSE	-1,549,000	-1,549,000	-773,626.80	-57,709.50	.00	-775,373.20	49.9%
57 LANDFILL	-1,854,341	-1,854,341	-800,241.70	-174,057.51	.00	-1,054,099.30	43.2%
58 SANITATION	-1,151,124	-1,151,124	-419,026.04	-95,453.96	.00	-732,097.96	36.4%
59 CEMETERY	-624,650	-624,650	-265,359.29	-74,230.66	.00	-359,290.71	42.5%
61 COMPUTER MAINTENANCE	-41,328	-41,328	-41,349.78	-54.56	.00	21.78	100.1%
63 LIABILITY INSURANCE	-544,655	-544,655	-368,917.36	-2,176.26	.00	-175,737.64	67.7%
64 WORKERS' COMP INSURANCE	-283,670	-283,670	-106,477.37	-21,522.56	.00	-177,192.63	37.5%
72 RDA REVOLVING LOAN FUND	-208,248	-208,248	-138,514.00	-28,481.91	.00	-69,734.00	66.5%
73 REDEVELOPMENT AGENCY	-1,143,113	-1,143,113	-28,540.08	-5,049.74	.00	-1,114,572.92	2.5%
74 CEMETERY PERPETUAL CARE	0	0	-1,501,084.34	-8,742.37	.00	1,501,084.34	100.0%
78 LANDFILL TRUST	0	0	-5,266.35	-1,096.36	.00	5,266.35	100.0%
83 RAP TAX	-534,000	-534,000	-138,946.56	-49,406.40	.00	-395,053.44	26.0%
92 OPEB TRUST	0	0	-2,614.53	272.67	.00	2,614.53	100.0%
99 INVESTMENT	0	0	262,256.66	158,131.25	.00	-262,256.66	100.0%
GRAND TOTAL	-80,194,086	-80,194,086	-24,483,185.91	-4,926,263.91	.00	-55,710,900.09	30.5%

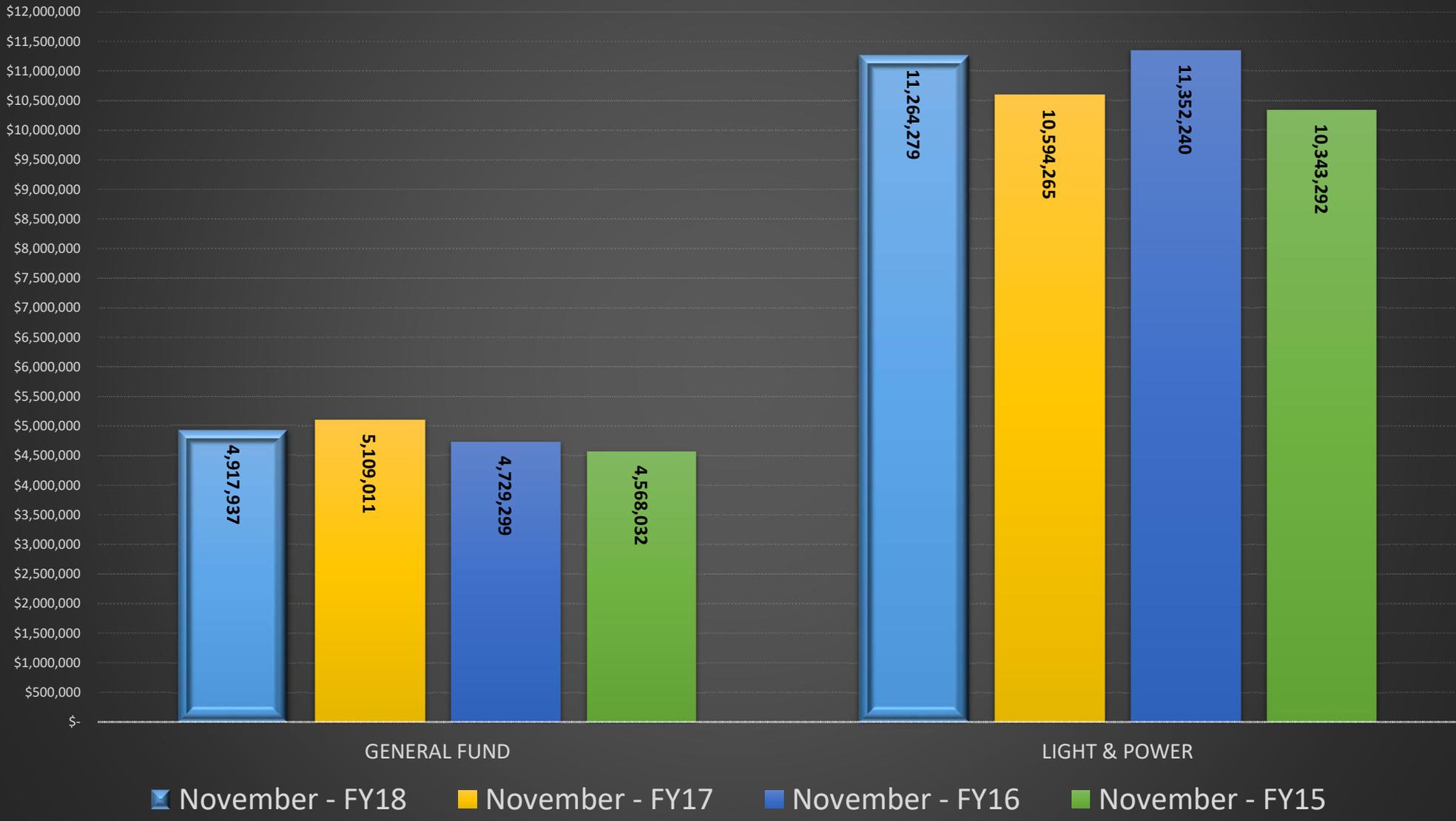
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General Fund Detailed Revenues

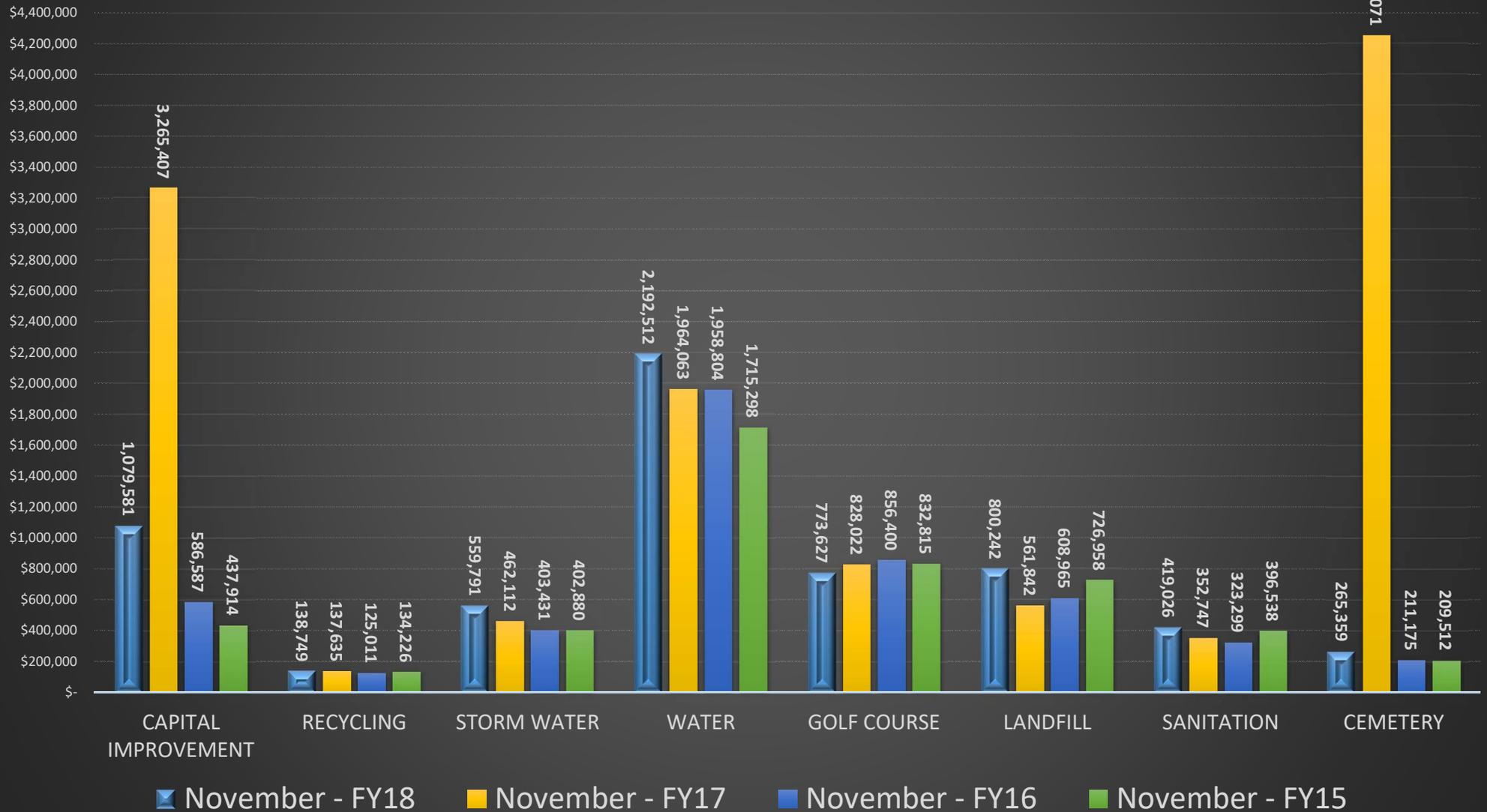
November 2017 YTD Revenues (Fiscal Year 2018) Compared to The 2018 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years



November 2017 YTD Revenues (Fiscal 2018) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



November 2017 YTD Revenues (Fiscal 2018) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
NOVEMBER YTD EXPENSES - FY 2018

P 1
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FOR 2018 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	806,490	806,490	240,702.76	32,362.97	.00	565,787.24	29.8%
4120 Legal	294,824	294,824	103,652.27	19,291.24	.00	191,171.73	35.2%
4130 Executive	172,142	172,142	52,837.22	9,924.44	.00	119,304.78	30.7%
4134 Human Resources	136,428	136,428	58,440.82	8,407.67	.00	77,987.18	42.8%
4136 Information Technology	398,358	398,358	149,099.30	32,106.37	.00	249,258.70	37.4%
4140 Finance	396,647	396,647	156,724.10	25,324.00	.00	239,922.90	39.5%
4143 Treasury	141,849	141,849	57,516.68	-4,304.49	.00	84,332.32	40.5%
4160 Government Buildings	116,349	116,349	34,908.70	6,483.06	.00	81,440.30	30.0%
4210 Police	5,952,313	5,952,313	2,097,889.48	433,831.50	.00	3,854,423.52	35.2%
4215 Reserve Officers	10,000	10,000	3,286.29	1,526.50	.00	6,713.71	32.9%
4216 Crossing Guards	147,350	147,350	48,148.86	15,586.20	.00	99,201.14	32.7%
4217 PROS	349,483	349,483	128,562.03	28,040.66	.00	220,920.97	36.8%
4218 Liquor Control	39,025	39,025	7,874.64	2,178.74	.00	31,150.36	20.2%
4219 Enhanced 911	595,000	595,000	219,307.24	40,380.90	.00	375,692.76	36.9%
4220 Fire	1,984,865	1,984,865	987,804.82	.00	.00	997,060.18	49.8%
4410 Streets	3,181,095	3,181,095	956,435.49	150,465.43	.00	2,224,659.51	30.1%
4450 Engineering	682,766	682,766	242,255.66	48,400.95	.00	440,510.34	35.5%
4510 Parks	875,401	875,401	415,398.20	96,552.74	.00	460,002.80	47.5%
4610 Planning	305,315	305,315	88,590.25	14,727.74	.00	216,724.75	29.0%
TOTAL GENERAL FUND	16,585,700	16,585,700	6,049,434.81	961,286.62	.00	10,536,265.19	36.5%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	115	115	120.64	32.56	.00	-5.64	104.9%
TOTAL DEBT SERVICE	115	115	120.64	32.56	.00	-5.64	104.9%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	170,315	170,315	195.99	46.23	.00	170,119.01	.1%
TOTAL MUNICIPAL BUILDING AUTHORITY	170,315	170,315	195.99	46.23	.00	170,119.01	.1%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT
NOVEMBER YTD EXPENSES - FY 2018

P 2
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FOR 2018 05

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	6,675,000	6,675,000	1,465,870.06	4,731.30	.00	5,209,129.94	22.0%
4136	Information Technology	40,000	40,000	-473.62	.00	.00	40,473.62	-1.2%
4140	Finance	17,640	17,640	7,352.91	1,466.78	.00	10,287.09	41.7%
4210	Police	443,000	443,000	2,138.00	.00	.00	440,862.00	.5%
4410	Streets	1,499,560	1,499,560	911,026.41	346,514.74	.00	588,533.59	60.8%
4510	Parks	1,000,000	1,000,000	371,355.92	4,617.75	.00	628,644.08	37.1%
	TOTAL CAPITAL IMPROVEMENT	9,675,200	9,675,200	2,757,269.68	357,330.57	.00	6,917,930.32	28.5%
48 RECYCLING								
4800	Recycling	421,254	421,254	139,174.57	34,420.88	.00	282,079.43	33.0%
	TOTAL RECYCLING	421,254	421,254	139,174.57	34,420.88	.00	282,079.43	33.0%
49 STORM WATER								
4900	Storm Water	1,601,305	1,601,305	550,920.26	217,293.84	.00	1,050,384.74	34.4%
	TOTAL STORM WATER	1,601,305	1,601,305	550,920.26	217,293.84	.00	1,050,384.74	34.4%
51 WATER								
5100	Water	9,305,863	9,305,863	2,027,882.24	621,007.83	.00	7,277,980.76	21.8%
	TOTAL WATER	9,305,863	9,305,863	2,027,882.24	621,007.83	.00	7,277,980.76	21.8%
53 LIGHT & POWER								
5300	Light & Power	34,500,206	34,500,206	10,051,478.37	1,959,416.63	.00	24,448,727.63	29.1%
	TOTAL LIGHT & POWER	34,500,206	34,500,206	10,051,478.37	1,959,416.63	.00	24,448,727.63	29.1%
55 GOLF COURSE								

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City of Bountiful, UT
NOVEMBER YTD EXPENSES - FY 2018

P 3
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FOR 2018 05

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,549,001	1,549,001	618,830.81	106,456.20	.00	930,170.19	40.0%
	TOTAL GOLF COURSE	1,549,001	1,549,001	618,830.81	106,456.20	.00	930,170.19	40.0%
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57	LANDFILL							
5700	Landfill	1,854,342	1,854,342	701,847.62	160,697.10	.00	1,152,494.38	37.8%
	TOTAL LANDFILL	1,854,342	1,854,342	701,847.62	160,697.10	.00	1,152,494.38	37.8%
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58	SANITATION							
5800	Sanitation	1,151,125	1,151,125	376,048.44	126,017.35	.00	775,076.56	32.7%
	TOTAL SANITATION	1,151,125	1,151,125	376,048.44	126,017.35	.00	775,076.56	32.7%
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59	CEMETERY							
5900	Cemetery	624,650	624,650	198,654.12	50,079.65	.00	425,995.88	31.8%
	TOTAL CEMETERY	624,650	624,650	198,654.12	50,079.65	.00	425,995.88	31.8%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	41,327	41,327	7,101.55	1,624.19	.00	34,225.45	17.2%
	TOTAL COMPUTER MAINTENANCE	41,327	41,327	7,101.55	1,624.19	.00	34,225.45	17.2%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	544,656	544,656	388,119.10	5,734.36	.00	156,536.90	71.3%
	TOTAL LIABILITY INSURANCE	544,656	544,656	388,119.10	5,734.36	.00	156,536.90	71.3%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
NOVEMBER YTD EXPENSES - FY 2018

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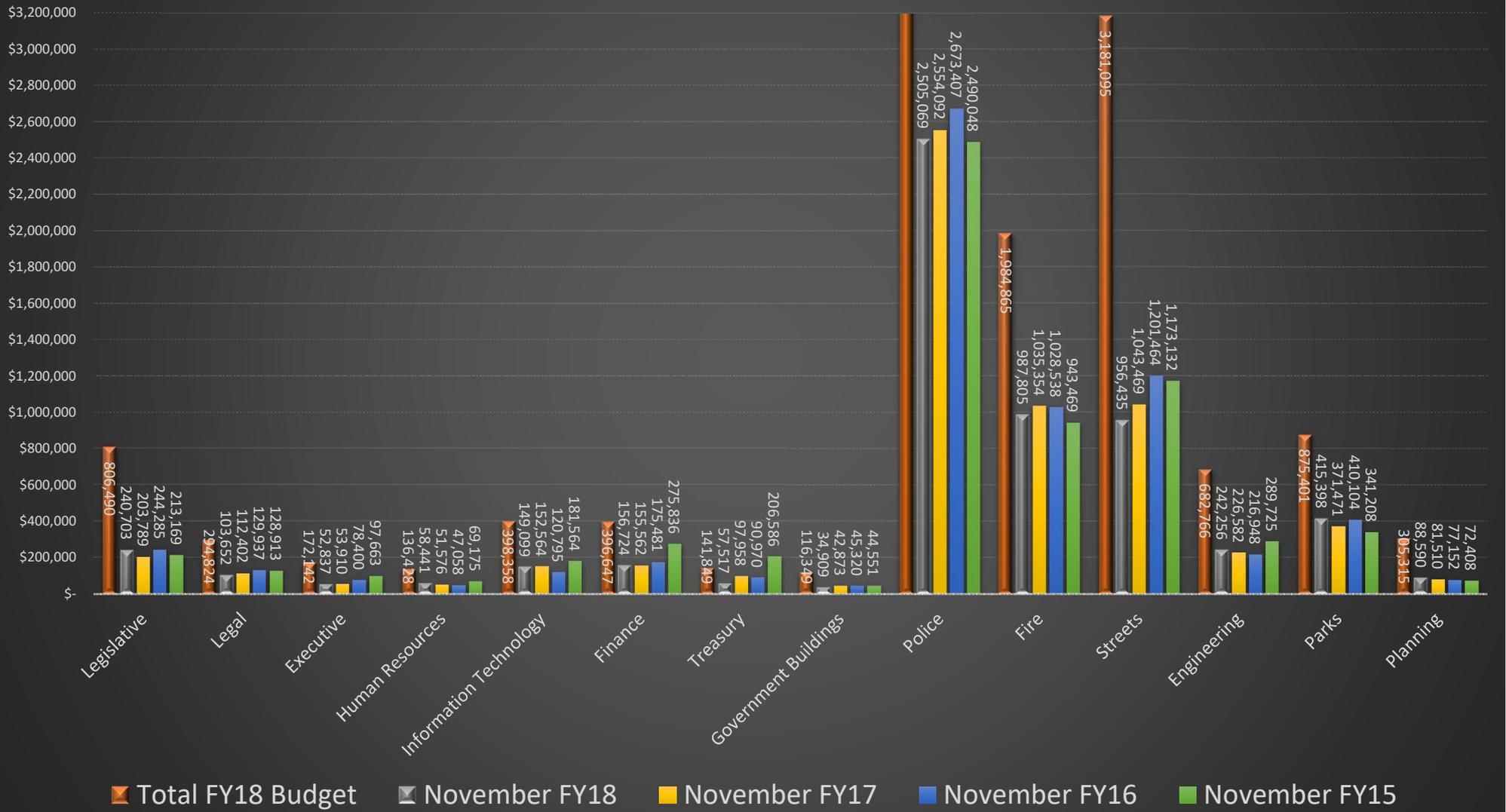
FOR 2018 05

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	283,670	283,670	117,024.79	6,328.42	.00	166,645.21	41.3%
	TOTAL WORKERS' COMP INSURANCE	283,670	283,670	117,024.79	6,328.42	.00	166,645.21	41.3%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	2,400	2,400	43,949.67	216.03	.00	-41,549.67	1831.2%
	TOTAL RDA REVOLVING LOAN FUND	2,400	2,400	43,949.67	216.03	.00	-41,549.67	1831.2%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,621,184	3,621,184	229,433.83	10,829.86	.00	3,391,750.17	6.3%
	TOTAL REDEVELOPMENT AGENCY	3,621,184	3,621,184	229,433.83	10,829.86	.00	3,391,750.17	6.3%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	432.22	104.52	.00	-432.22	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	432.22	104.52	.00	-432.22	100.0%
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83	RAP TAX							
8300	RAP Tax	534,000	534,000	82,597.93	78.14	.00	451,402.07	15.5%
	TOTAL RAP TAX	534,000	534,000	82,597.93	78.14	.00	451,402.07	15.5%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	18,880.53	3,945.34	.00	-18,880.53	100.0%
	TOTAL OPEB TRUST	0	0	18,880.53	3,945.34	.00	-18,880.53	100.0%
	GRAND TOTAL	82,466,313	82,466,313	24,359,397.17	4,622,946.32	.00	58,106,915.83	29.5%

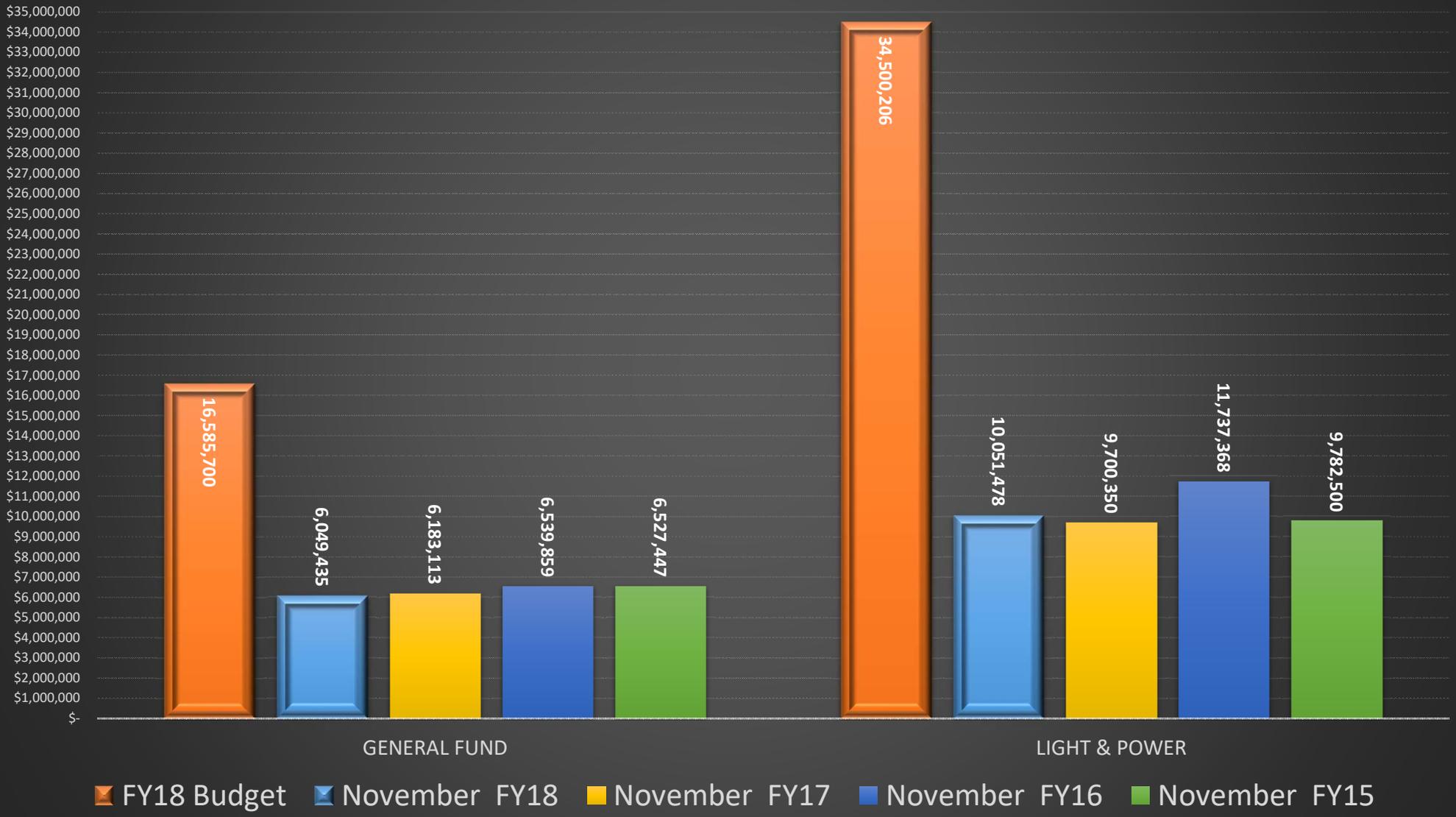
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General Fund Detailed Expenditures

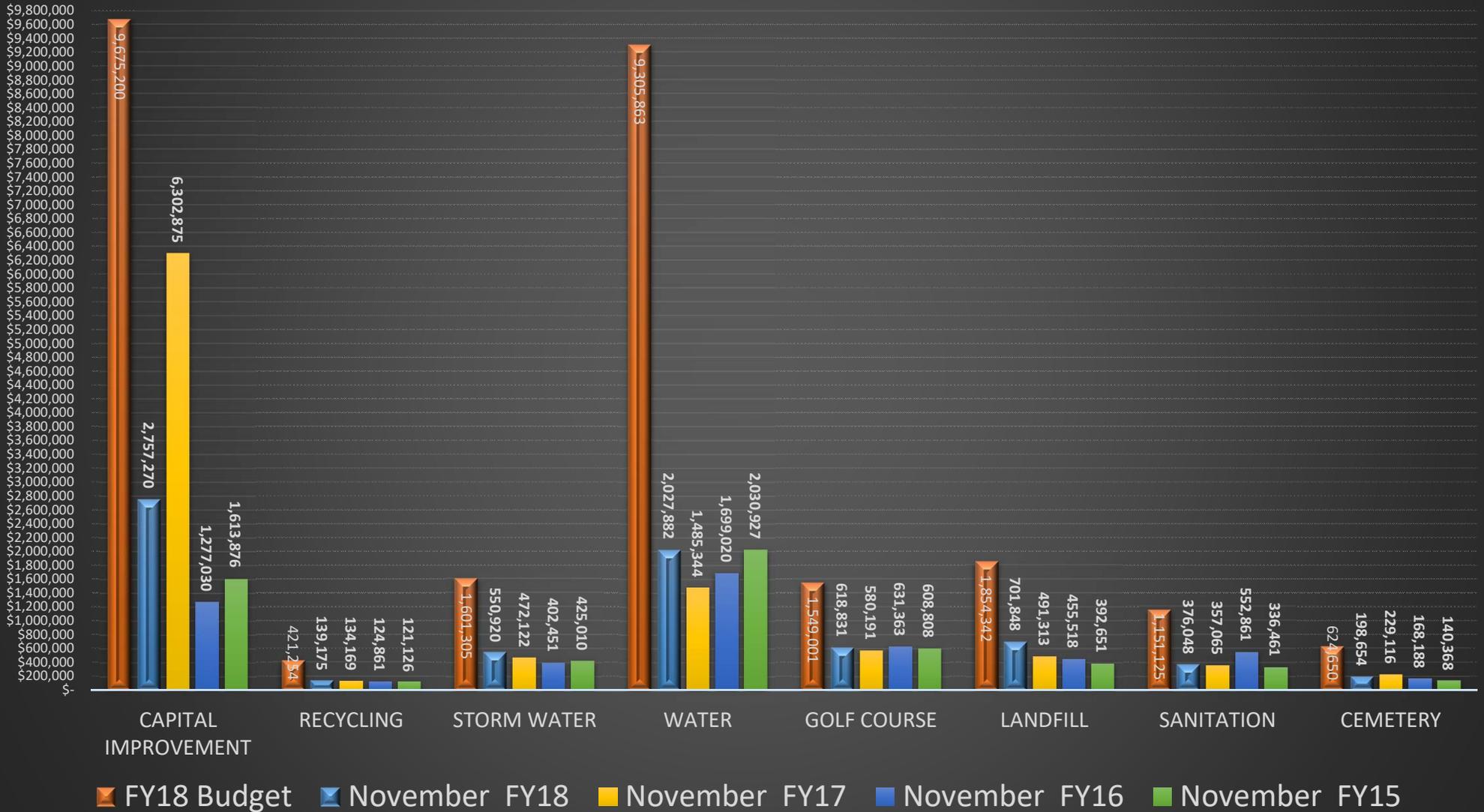
November 2017 Fiscal YTD Expenditures Compared to the Fiscal 2018 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



November 2017 YTD (Fiscal 2018) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



November 2017 YTD (Fiscal 2018) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report



Subject: Interlocal Agreement to Collect Fire Impact Fees
Author: Gary Hill
Department: Administration
Date: January 9, 2018

Background

The South Davis Metro Fire Service Area (SDMFSA), of which Bountiful is a part, has authorized the collection of impact fees within its boundaries. Impact Fees are paid during the development process to offset the costs associated with new growth in a community.

The attached interlocal agreement authorizes Bountiful to calculate the fees to be paid by applicants and then collect and remit the fees to SDMFSA.

Analysis

Bountiful City did not collect fire impact fees prior to the creation of SDMFSA last year. SDMFSA approved a fire impact fee in June 2017. Because impact fees must be collected by the entire service area, those fees have now been imposed within the boundaries of Bountiful City. Calculating and remitting fees on behalf of other entities is a common practice and helps streamline the application process for development.

Department Review

This report was prepared by the City Manager

Significant Impacts

None at this time

Recommendation

Staff recommends adopting the interlocal agreement with South Davis Metro Fire for the calculation and collection of fire impact fees.

Attachments

- Interlocal Agreement

INTERLOCAL AGREEMENT FOR THE CALCULATION AND COLLECTION OF FIRE
IMPACT FEES

This Interlocal Agreement for the calculation and collection of impact fees imposed by the South Davis Metro Fire Service Area on development within its boundaries is made and entered into to be effective as of the 9th day of January, 2018, by and between South Davis Metro Fire Service Area, a local district and political subdivision of the State of Utah, (“SDMFSA”) and Bountiful City, a municipal corporation and political subdivision of the State of Utah (the “City”) collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, SDMFSA is authorized to impose impact fees for public safety facilities within its boundaries and has satisfied the requirements of UCA 11-36a-101 et seq. For the imposition of public safety impact fees;

WHEREAS, SDMFSA duly adopted a Resolution imposing the public safety impact fees on June 19, 2017 to take effect on September 18, 2017 to apply to all development activity within the boundaries of SDMFSA, which includes the corporate boundaries of City;

WHEREAS, the public safety impact fees are calculated on either a per unit basis or a square footage basis depending on the type of development receiving final approval from City; and

WHEREAS, it is most efficient for SDMFSA, City and the property developer if City calculates the public safety impact fee due on the approved development, collects said impact fee as part of the development approval process and remits the collected fees to SDMFSA.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Effective Date. This agreement shall take effect as of the date first above written and shall continue until terminated in accordance with Paragraph 2, below.

2. Termination. This agreement may be terminated by either party upon that party giving thirty (30) days written notice of its intent to terminate the agreement to the other party. Notice shall be given in accordance with Paragraph ___ of this agreement.

3. Calculation of Public Safety Impact Fees. City agrees that it shall calculate public safety impact fees on development activity occurring within its boundaries in accordance with the public safety impact fee schedule attached hereto as Exhibit 1, and by this reference incorporated herein. In the event that there is a dispute as to the applicability of the public safety impact fee schedule to any development activity or the calculation of the public safety impact fees, City agrees to make an initial determination of applicability or amount and refer the matter to the Fire Chief for resolution by SDMFSA. SDMFSA agrees to timely resolve the referred matter and transmit its determination to the designated City building official.

4. Collection and Remittance of Public Safety Impact Fees. City agrees to collect as part of its development approval process all public safety impact fees imposed by SDMFSAs as calculated by City. Impact fees collected by City shall be separately accounted for and deposited in an interest bearing account in a qualified depository on a daily basis, if practicable, but no later than once every three banking days. Funds so collected and deposited shall be remitted to SDMFSAs by the tenth day of the month following the month of collection in accordance with UCA 51-4-2. Interest earnings on the deposited funds shall be paid to SDMFSAs at the same time as the funds themselves are remitted to SDMFSAs.

5. Indemnification. Each party is a governmental entity subject to the provisions of the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. The parties do not waive any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Each party agrees to defend, indemnify and hold harmless the other party from all claims, causes of action, costs or damages arising out of the indemnifying party's negligence. SDMFSAs agree to defend, indemnify and hold harmless City from all claims, causes of action, costs or damages arising out of SDMFSAs's imposition of the public safety impact fees, including, without limitation, procedural defects in the adoption of the public safety impact fees, determination of the amounts or levels of public safety impact fees imposed by SDMFSAs, the impact fee analysis and the impact fee facilities plan approved by SDMFSAs. City agrees to indemnify and hold harmless SDMFSAs from any miscalculation of the public safety impact fees or the loss of public safety impact fees prior to their remittance to SDMFSAs.

6. No Third Party Beneficiaries. This agreement is made and entered into solely for the benefit of the parties. No third party beneficiaries are intended to be created or are created by it and no third party shall have any right to enforce or claim the benefit of the terms hereof.

7. No Interlocal Entity Created. No interlocal entity is created by the execution of this agreement and no governing board is created hereunder. No joint administrator or joint board is created for the administration of the agreement. Questions or issues related to the performance of the services under this agreement shall be by the City Manager, or the City Manager's designee, on behalf of the City and the Fire Chief, or designee of the Fire Chief, on behalf of SDMFSAs.

8. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

a. If to City:

Gary Hill, City Manager
Bountiful City

790 South 100 East
Bountiful, UT 84010

b. If to SDMFA:

Fire Chief
South Davis Metro Fire Service Area
P.O. Box 1547
255 S. 100 W.
Bountiful, UT 84010

9. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and City and District have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

11. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

12. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

13. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

14. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assign of the respective parties hereto.

15. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

16. Waiver of Breach. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

17. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

18. Exhibits and Recitals. All exhibits annexed to this Agreement and Recitals included herein are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

19. Disputer Resolution and Attorneys' Fees. The parties agree that should a dispute arise regarding their rights and obligations under this Agreement or interpretation of this Agreement, the parties shall in good faith attempt to resolve their issues amicably. In the event they are unable to resolve their disputed issues the parties may, but are not required to submit to non-binding mediation. In the event the dispute leads to litigation, the succeeding party shall be entitled to court costs and reasonable attorney's fees.

20. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. §11-13-209.

IN WITNESS WHEREOF, CITY, by Resolution of its municipal Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder, and DISTRICT by Resolution duly adopted by its Board of Trustees, a certified copy of which is attached hereto, caused this Agreement to be signed by its Chief Executive Officer and attested by its Clerk. This Agreement shall become effective on the date the Parties affix their signatures hereto.

BOUNTIFUL CITY

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____

SOUTH DAVIS METRO FIRE SERVICE
AREA

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____

City Council Staff Report

Subject: Upper Williams and 3100 So. Pump Stations
Author: Mark Slagowski
Department: Water Department
Date: January 9, 2018



Background

We included in our 2017-2018 budget funds to upgrade the aging control panels at the Upper Williams booster station and at the 3100 South 400 East booster station.

Analysis

We sent out three requests for proposal to vendors that supply this equipment. We received two bids. They are as follows...

Electro Power Utah	I-D Electric	Wes Tech
Upper Williams – 2 panels \$22,740	Upper Williams- 2 panels \$31,338	No Bid
3100 South - 2 panels \$29,320	3100 South – 2 panels \$25,970	
Installation - \$8,200	Installation - \$8,200	
Total - \$60,260	Total \$65,508	

Department Review

I have reviewed this with appropriate staff, the City Engineer and with the City Manager.

Recommendation

Staff recommends Council accept the bid from Electro Power Utah and approve a total amount of \$60,260 to build and install these pump control panels.

Significant Impacts

These controls have served us well but are worn out. The new equipment will allow better motor protection and remote monitoring of amperage and efficiency.

Attachments

None – Bid details available upon request