## BOUNTIFUL CITY COUNCIL Tuesday, March 25<sup>th</sup>, 2025 6:00 p.m. - Work Session 7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 795 South Main Street, Bountiful, Utah, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans with Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

The meeting is also available to view online, and the link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

#### AGENDA

6:00 p	.m. – Work Session	
1.	Community Garden – Mr. Gary Hill	pg. 3
2.	General Plan – Mr. Francisco Astorga	pg. 9
7:00 p	.m. – Regular Meeting	
1.	Welcome, Pledge of Allegiance and Thought/Prayer	
2.	Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your	
	name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than	
	ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to	
	receive new information and perspectives.	
3.	Consider approval of the minutes of the previous meeting held on February 25th, 2025	pg. 19
4.	Council reports	
5.	Consider approval of:	
	a. Expenditures greater than \$1,000 paid on February 19th, 26th, March 5th, 12th, 2025	pg. 25
	b. January 2025 Financial Report	pg. 31
6.	Recognize Power Commissioner Paul Summers for his 17 Years of Service – Mayor Kendalyn	
	Harris	
7.	Recognize Jan Whittaker for her years of service as a BHS Drill Coach and induction into the	
	UHSAA Circle of Fame – Mayor Kendalyn Harris	
8.	Recognize the Bountiful High School Drill and Girls Basketball teams for their State	
	Championship Titles - Mayor Kendalyn Harris	4.7
	Appoint Taylor Cook to the Bountiful City Community Service Council – Mayor Kendalyn Harris	pg. 47
10	. Consider approval of the purchase of a TACO Water Pump from Johnson Controls in the total amount of \$69,089 – Lieutenant Michael Sheldon	pg. 49
11	. Consider approval of the purchase of a Laars NeoTherm NT2H800 condensing boiler from	pg. 53
11	Johnson Controls in the total amount of \$44,854 - Lieutenant Michael Sheldon	P5.00
12	. Consider approval of the purchase of 15 fire hydrants from Ferguson Waterworks in the total	pg. 55
	amount of \$52,875 – Mr. Kraig Christensen	10
13	. Consider approval of the contract extension with All Star Striping / Road Safe Traffic Systems Inc.	pg. 57
	in the total amount of \$160,048 – Mr. Charles Benson	
14	. Consider approval of the purchase of dispatch lighting equipment from Shupe Electric in the total	pg. 59
	amount of \$33,571 – Mr. Allen Johnson	
15	. Consider approval of the purchase of Northwest Substation Relay Panels from Specialty	pg. 61
	Electronics in the total amount of \$180,375 – Mr. Allen Johnson	

16. Consider approval of the purchase of Echo Hydro Transmission Line Materials from Anixter-Wesco in the total amount of \$36,841 – Mr. Allen Johnson	pg. 63
17. Consider approval of the purchase of 50 distribution power poles from Stella-Jones in the total amount of \$62,325 – Mr. Allen Johnson	pg. 65
18. Consider approval of the directional boring bid from Salt City Drilling in the total amount of \$306,376 – Mr. Allen Johnson	pg. 67
19. Consider approval of the purchase of Dispatch Center inverters from LTI Power Systems in the total amount of \$32,118 – Mr. Allen Johnson	pg. 73
20. Consider approval of the purchase of a Southeast Substation Battery Bank from Power & Tel in the total amount of \$24,632 – Mr. Allen Johnson	pg. 75
21. Consider approval of the release of the Public Utility Easements on Lot 166 of the Bountiful Ridge Subdivision, Phase 1 – Mr. Lloyd Cheney	pg. 77
22. Consider approval of the lease agreement between Bountiful City and Lucky Slice for the property	pg. 85

- at 135 S Main Street Mr. Bradley Jeppsen 23. Adjourn

71 Jand <u>City Recorder</u>

## **City Council Staff Report**



Subject: Community Gardens Authors: Gary Hill Department: Executive Date: March 25, 2025

#### **Background**

On June 25, 2024 the City Council held a work session regarding a possible community garden. The Council considered a variety of levels of involvement using the matrix below as a starting point for discussion:

Possible Levels of City Involvement				
	Education	Facilitation	Operation	
Description	Promote better use of private garden resources in Bountiful. The City acts as a clearinghouse for information on the benefits of gardening. Develop permissive gardening ordinaces. A City webpage could be created. Links to helpful resources and organizations would be included.	The City provides garden space to a non-profit group or organization that manages all aspects of the community garden. The organization would need to demonstrate the ability to run the program with mininal impact on City operations.	the spring and fall.	
Program Goal	Promote the benefits of gardening and encourage private property owners to share resources.	Allow an already-organized group to use city property for gardening with limited cost or disruption of existing city services.	Find residents to volunteer and participate in a community garden. Manage all finances and infrastructure to make the garden successful.	
Initial Construction	None	Extension of irrigation lines and spigots to plots or planter box areas. Possible importation of topsoil. All other construction would be the requirement of the managing organization.	Extension of irrigation lines and spigots to plots or planter box areas. Drip irrigation system would likely be required. Possible importation of topsoil. Construction of planter boxes if desired. Construction of pathways if desired. Storage shed installation. Fencing. Purchase of equipment.	
Equipment	None	Trash cans?	Tiller, hoses and irrigation equipment, storage shed, garden boxes (if desired), trash cans, shovels, rakes, etc.	
StaffTime	Minimal. Creation of city webpage and occasional updating. Social media posts.	Moderate. Creation and management of a lease agreement with the managing organzion. Employee point of contact with organization. Response to neighbor complaints or site issues. Coordination between organization and city departments.	Significant. Roles would inlelude promotion to find participants, registration, payment, and plot assignment. Management of volunteer projects. Coordination with city departments and volunteers for spring and fall plot preparation. Nuisance control. Drafting and enforcement of policies. Coordination with neighbors, etc.	
Additional Staff Required?	No	Possibly	Yes	
Cost	Minimal. Staff time to create webpage and update social media.	Moderate. Initial cost to prepare site for leasing, inkluding physical ground preparation. One to two hours of staff time per week estimated thereafter.	Significant. Purchase of all necessary equipment. Hiring o additional staff to manage the program and volunteers. Initial construction of plot areas or planter boxes. Annual spring and fall projects to prepare the ground for planting.	
Nuisance Management -weeds -irrigation water left on -parking complaints -produce theft	None	Minimal. All nuisance issues would need to be dealt with by the managing organization. City staff would not respond to resident (or participant) complaints.	A staff project manager would need to be identified to manage the community garden. This individual would oversee nuisance response.	
Insurance and Liability	None	Limited. The City would require the operator to obtain insurance and indemnify the city.	The City would carry all liability responsibility. Additional insurance might need to be purchased.	

The direction given at the meeting by the majority of the Council was to provide garden space if an organized community group came forward to run the operation, as basically depicted in the Facilitation column above. On February 27, 2025 a group of gardeners met

with City representatives to pitch a community garden for the upcoming season. The organizers and City agreed that a plot east of the Bountiful Cemetery would be the best location. Irrigation lines and hose bibs would need to be installed by the Parks Department along with other necessary amenities like footpaths.

City Staff also prepared a summary of roles and responsibilities. The draft was prepared assuming the garden organization would be responsible for all garden operations and the City's role would be basically that of a landlord. A copy of the draft document is attached to this staff report and summarized below:

#### **<u>City Responsibilities</u>**

- Provide property for use
- Install and maintain irrigation
- Coordinate with volunteer leaders
- Draft agreement with volunteer group
- Provide trash services

#### **Volunteer Organization Responsibilities**

- Enter into an agreement with the City
- Obtain insurance and name the City as additional insured
- Provide all site preparation including spring tilling
- Manage and maintain the garden throughout the season
- Collect and manage fees from participants (if desired)

After discussion, it became apparent that there was a disagreement about the City's role. For example, it is the hope of the Volunteers that Bountiful will borrow/rent a tiller from a neighboring community and City employees will prepare the garden in the Spring. Staff assumed that the lessee (the garden organization) would take care of all operations. The other outstanding questions involved insurance and collection of fees. In the end it was decided that a follow-up conversation with the City Council was necessary to clarify the City's role. In addition to clarity on the City's role generally, two specific questions were to be asked:

- 1. Would the City be willing to waive the insurance requirement and carry the liability for the community garden, and
- 2. Would the City be able and willing to collect fees from participants.

#### <u>Analysis</u>

<u>Insurance</u> - The City requires users of city property such as Handcart Days, the Rotary Club car show, or the Historical Society to obtain a certificate of insurance of at least \$2 million per occurrence with a \$2 million aggregate limit naming Bountiful City, its officers, employees, and volunteers as additional insured. The question of insurance is key to defining the City's level of involvement and risk. At the February 27 meeting City staff asked the volunteer group to find out how much this insurance policy would cost them (as of the writing of this memo the volunteer group reports they have not yet found an answer. However, the Joy Foundation reports that liability insurance costs them \$800/year, and an additional \$300 for the Chalk Art Festival.). City Staff in turn were asked to contact other communities with gardens and provide an assessment of possible issues. A summary of those conversations and a recommendation is provided by City Attorney Brad Jeppsen:

Despite minimal involvement there remain concerns associated with a community garden on municipal property. Based on discussions with Olympus Insurance [the City's insurance broker], Centerville City attorneys, and Clearfield City attorneys, the most significant issue is the volume of complaints logged with the city, as disputes over plot assignments, maintenance, and rule enforcement. If the city is involved in any way beyond serving as a landlord, it will naturally become a participant for resolving these conflicts.

While the overall liability risk is minimal, it remains present, particularly regarding the city's duty to maintain the property in a safe condition. Even with participant waivers, the city is responsible for ensuring compliance with ADA accessibility standards, mitigating the risk of flooding neighboring properties due to irrigation, and addressing any latent hazardous conditions that could cause injury.

If the entity managing the community garden does not have insurance with an agreement to indemnify the city, the city must manage potential risks related to personal injury, discrimination, and harassment within the community garden. If the city fails to maintain safe pathways, ensure proper irrigation control, or address hazardous conditions, it could be held liable for injuries sustained on the premises. Disputes among participants could escalate into allegations of harassment or hostile behavior, placing an obligation on the city to establish and enforce a clear code of conduct. Given these issues, it is recommended that [if the Council chooses to waive the insurance requirement,] the city maintain some level of employee oversight to mitigate risks, ensure compliance with safety and accessibility regulations, and establish and enforce policies to fairly and efficiently resolve conflicts.

<u>Payments</u> – Staff was also asked what the process would look like if the City collected fees from participants on behalf of the volunteer organization. Finally, it was unclear how these funds would be used: would the City be responsible for payments, or could the funds be issued to the volunteer organization. Information from the Finance Department is as follows:

#### Cash Receipting

The City currently can accept non-utility online payments through our website. Card payments have a processing fee assessed by Tyler Payments (\$2 minimum fee for cards and \$1.25 for Echecks). Accepting non-utility payments requires some extra work for both the payee and the City. The payee would be prompted to complete some informational fields before payment is accepted to ensure proper accounting and reporting. Because these general payments are not directly tied to our software, a manual journal entry to record the payment must be performed by City staff for each one. In person or mail-in payments could also be accepted and do not require the same manual entry.

#### **Document Collection**

The City's financial software does not have the capability to accept electronic documents from participants at time of payment. So, a document like a liability waiver would have to be emailed, mailed, or brought in person to then be processed and tracked by staff. There would also need to be document

sharing between the City and the group organizing and managing the garden to make sure all parties know who has paid and signed the necessary documents.

#### Cash Disbursements

Operating costs for the community garden (e.g., supplies, utilities, reimbursements, etc.) could be processed through the City's regular accounts payable process provided proper documentation and authorization could be obtained beforehand. IRS regulations stipulate that the City collect W-9 forms from any vendor or individual that provides goods or services to the City and is paid via check. Additionally, the City's internal control policies require proper backup for every payment and that it is properly authorized by City management.

#### **Department Review**

This report was reviewed by the Parks, Legal, Finance, and Executive Departments.

#### Significant Impacts

The amount of staff time and cost to the City would vary greatly depending upon the desired level of involvement. If the City plays a role other than landlord, the City will need to dedicate staff time and resources and will carry some liability risk. There is also the natural consequence that concerns, disputes, and questions will come to the City.

#### **Recommendation**

Staff would like the City Council to determine what level of involvement the City should have in the creation of a community garden.

#### **Attachments**

Draft Roles and Responsibilities

## **Community Garden Roles and Responsibilities**

Managing a community garden involves organizing the garden space, planning what to plant, ensuring proper water management, maintaining the garden through weeding and pest control, assigning plots to community members, establishing clear rules and guidelines, and actively engaging the participants to contribute to the garden's upkeep and harvest.

## **Bountiful City will:**

- Provide garden location and site
  - Select suitable site
  - Generally, lay out garden area, size, paths, and common areas
  - Install irrigation system
    - From point of connection to garden site location
    - Provide agreed upon number of above ground hose bibs
  - Maintain Irrigation System
    - From point of connection to garden site location
    - o Above-ground hose bibs

### Coordinate with Community Garden Volunteer Leaders

- Reporting of issues/repairs/solutions
- Establishment of responsibilities/expectations
- City staff meet annually with leaders of garden group

### Develop any Necessary Agreements

- Agreement between Bountiful City and the garden organization
- Clarify expectations of owner (Bountiful City) and lessee (garden organization)
- Settlement of disputes

### Provide Trash Receptacles

- 30 gal.
- 300 gal.
- Establish acceptable items
- Weekly curbside trash pickup during season

## Garden Volunteer Organization responsibilities include:

### Agreement with Bountiful City

- Enter into a use agreement with Bountiful City to outline expectations for the property including:
- Time of year/season (water available April 15 Oct 15 best case scenario)
- No commercial or for-profit activity allowed
  - Fees collected must be to cover costs only
- Obtain a certificate of insurance of at least \$2 million per occurrence with a \$2 million aggregate limit naming Bountiful City, its officers, employees and volunteers as additional insured.

#### Garden Maintenance:

- Spring preparation of garden including tilling, amending, and preparing the soil
- Regular weeding and pest management
- Proper watering practices, including efficient irrigation systems
- Pruning and harvesting crops
- Trash and waste clean up
- End of season soil and site preparation

#### Community Engagement:

- Recruiting volunteers and forming a leadership team.
- Collecting fees (if desired) from participants
- Holding meetings to discuss garden plans, rules, and responsibilities.
- Outreach efforts to inform the community about the garden and encourage participation.
- Participant application and selection process, agreement document.
- Orientation of gardeners

#### Rules and Regulations:

- Establishing clear guidelines for plot assignments, watering schedules, and harvest practices
- Implementing rules regarding sharing tools/repairs, cleaning up after use, and addressing conflicts
- Type of acceptable plantings (illegal plant types)
- No personal property left/stored on site
- Shared responsibility for of common areas
- Rules for abandonment of garden plots
- Management of issues like pets, music, smoking, etc.

#### Addressing Challenges:

- Managing potential issues like vandalism, theft, and uneven participation.
- Issue-reporting process (how, who, expectation for resolution)
- Enforcement of rules

## City Council Staff Report



Subject:Work Session General Plan Direction:<br/>Bountiful By Design Goals and ActionsAuthor:Francisco Astorga, AICP, Planning DirectorDate:March 25, 2025

#### Background

The City Council has been having work session discussions to review the current comprehensive general plan update. The updated general plan, Bountiful by Design, is intended to provide the City with guidance in decision-making over the next 20 years.

On February 11, 2025, the City Council held a work session discussion during the City Council work session. The Council provided input and direction regarding the Future Land Use Map in relationship to the drafted Place-type descriptions. The purpose of this work session is for Council to provide direction regarding all of the drafted goals and actions.

#### Analysis

Council has reviewed in work sessions the drafted Community Vision Statement, Guiding Principles, and Goals:

#### Drafted Community Vision Statement:

Bountiful provides a high quality of life for residents with a vibrant Main Street, abundant recreation opportunities, an array of housing options, and locally focused retail. Bountiful is a safe, family-friendly, and welcoming community that is the anchor of South Davis County.

#### Drafted Guiding Principles: Bountiful is...

- *a welcoming community built for everyone*
- *a business-friendly community* that serves the community with a variety of locally focused services, shopping, and entertainment options.
- *a connected community* with complete networks for pedestrians, bicycles, transit, and vehicles.
- *an active community* with diverse outdoor recreational opportunities and access to our mountain backyard.
- an efficient and resilient community with effective utilities and robust services.
- *a friendly community* with lively community events, and neighborly connections.

#### Drafted Goals:

#### A Welcoming Community-

Goal 1. Encourage the preservation and creation of welcoming and attractive neighborhoods.

Goal 2. Support development of diverse housing choices.

*Goal 3.* Consider opportunities that combine additional housing with effective transit service. *Goal 4.* Support efforts to develop more affordable housing options.

#### A Business-Friendly Community-

Goal 1. Spark investment and development in downtown through strategic infrastructure improvements. Goal 2. Encourage the growth of high-quality local businesses through economic development of entry corridors and other commercial nodes.

Goal 3. Encourage land use regulations that support business opportunities and reduce barriers to commercial development.

#### A Connected Community-

Goal 1. Balance travel modes to move people safely and efficiently throughout the city. Goal 2. Enhance access to and connectivity of non-motorized travel options. Goal 3. Consider future multimodal transportation projects and initiatives in an updated transportation master plan.

#### An Active Community-

Goal 1. Maintain and enhance existing city parks and amenities for all users. Goal 2. Expand and connect mountain trail networks and connections with the urban trail network. Goal 3. Protect Bountiful's natural sensitive lands and viewsheds.

#### An Efficient and Resilient Community-

Goal 1. Maximize the resiliency and fiscal sustainability of community services and utilities. Goal 2. Maintain existing infrastructure and carefully consider benefits vs. costs when adding new services.

Goal 3. Serve as a leader in reliability by prioritizing efficient design of public facilities, utilities, and infrastructure.

Goal 4. Protect the future of Bountiful through wise stewardship of natural resources.

#### A Friendly Community-

Goal 1. Invest in public spaces such as Main Street and city parks where the community can gather. Goal 2. Enhance community identity by improving the appeal of key urban spaces. Goal 3. Support events that bolster community identity, belonging, and build social capital.

The goals and actions, see Attachment 1, have been thoroughly reviewed by the Council during the examination of each individual General Plan Element. Throughout this process, the Council has provided feedback and direction to ensure that the goals and actions align with the community's vision and strategic objectives. The purpose of this work session is to present a comprehensive overview of all the drafted goals and actions, compiled into a single, cohesive document. This will allow for a more holistic review and facilitate a clearer understanding of how the various elements interconnect and support the overall General Plan framework.

#### **Department Review**

This Staff Report was written by the Planning Director and reviewed by the City Manager.

#### **Significant Impacts**

None.

#### Recommendation

Staff requests that the Council provide input regarding the drafted Goals and Actions of the General Plan.

#### Attachments

1. Goals and Actions

## Goals and Actions

#### Overview

Bountiful by Design has identified an array of opportunities for how the community can achieve the community vision as it grows and changes over time. This document has organized these opportunities around the guiding principles. Each guiding principle features a number of goals. Each goal contains a series of actions that can help achieve that goal.

Guiding	A <u>Welcoming Community</u> For Everyone.		
Principle	A welcoming Community For Everyone.		
Goal 1	Encourage the preservation and creation of welcoming and attractive		
A 1	neighborhoods.		
Action 1	Promote improvement and replacement of the urban tree canopy to		
	enhance neighborhood walkability during the summer months by seeking		
Action 2	ways to maximize participation.		
Action 2	Widen and/or buffer pedestrian facilities along high traffic roads. Pedestrian buffer efforts should be balanced with traffic flow needs and be		
	cost effective.		
Goal 2	Support development of diverse housing choices.		
Action 1	Analyze the Land Use Code to determine appropriate lot size and density		
	based on use, location, character, etc., in conjunction with the Future Land		
	Use Map and Place-Type policies.		
Action 2	Review network connectivity and gap closure in new projects by		
	connecting existing development with future infill development areas.		
Action 3	Analyze development review processes and consider streamlining.		
Goal 3	Consider opportunities that combine additional housing with effective		
	transit service.		
Action 1	Partner with regional planning organizations to develop a plan for land		
	development surrounding transit stops to incorporate long-term		
	transportation and mobility considerations.		
Action 2	Analyze parking requirements surrounding high-frequency transit areas.		
Goal 4	Support efforts to develop more affordable housing options.		
Action 1	Create or allow for, and reduce regulations related to, internal or detached		
	accessory dwelling units in residential zones. (MIH Plan strategy 1).		
Action 2	Zone or rezone for higher density or moderate-income residential		
	development in commercial or mixed-use zones near major transit		
	investment corridors, commercial centers, or employment centers. (MIH		
Action 3	Plan strategy 2).		
Action 5	Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near		
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	major transit investment corridors. (MIH Plan strategy 3).		

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Guiding	A <u>Connected Community</u> with Complete Networks for Pedestrians,		
Principle	Bicycles, Transit, And Vehicles.		
Goal 1	Balance travel modes to move people safely and efficiently		
	throughout the city.		
Action 1	Consider implementing traffic calming and safety countermeasures, such		
	as improved crossings and buffering strategies, to eliminate or reduce		
	traffic-related conflicts. Use temporary materials and pilot programs, and		
	prioritize improvement locations based on data, with a focus on		
	addressing potential collision hotspots.		
Action 2			
	relevant plans, for <u>future</u> roadway projects. Complete streets are designed		
	to facilitate safe, comfortable, and efficient travel for all modes of		
	transportation.		
Goal 2	Enhance access to and connectivity of non-motorized travel options.		
Action 1	Work with neighboring municipalities and regional partners to identify a		
	non-motorized (i.e. bicycle and pedestrian) corridor between		
	communities.		
Action 2	Work with neighboring municipalities and regional partners including the		
	County, UTA, and WFRC to develop strategies for increasing transit		
	ridership and enhancing first-last mile access to the regional		
	transportation system.		
Action 3			
	allocation; consider adding bicycle facilities, such as bike lanes, physical		
	buffers, etc.		
Goal 3	Consider future multimodal transportation projects and initiatives in		
	an updated transportation master plan.		
Action 1	Consider street designs that enhance comfort and safety for travelers of all		
	modes of transportation.		

Guiding	An Active Community with Diverse Outdoor Recreational	
Principle	<b>Opportunities and Access to Our Mountain Backyard.</b>	
Goal 1	Maintain and enhance existing city parks and amenities for all users.	
Action 1	Analyze park accessibility based on resident proximity to identify	
	possible needs.	
Action 2	Use Recreation, Arts, and Parks Tax funds to refurbish and improve	
	existing city parks.	
Action 3	Consider water wise landscaping principles in City owned property.	
Goal 2 Expand and connect mountain trail networks and connections		
	the urban trail network.	
Action 1	Regularly evaluate goal attainment in the 2019 Trails Master Plan and	
	evaluate potential barriers to action, including funding, staff, and	
	community buy-in.	
Action 2	Analyze bicycle and pedestrian safety countermeasures at high use areas	
	and possible points of conflict.	
Action 3	Evaluate parks, trailheads, and recreation facilities that support physical	
	activity as key destination points to link neighborhoods when evaluating	
	future pedestrian, bikeway, and transit improvements.	
Goal 3	Protect Bountiful's natural sensitive lands and viewsheds.	
Action 1	Strategic acquisition of open space for public use. Build an inventory of	
	existing public lands that are currently used for parks or recreation	
	activities and consider the feasibility of acquiring certain parcels.	
Action 2	Maintain low intensity uses along the foothills and analyze development	
	standards for steep slopes to minimize impacts on the environment,	
	watersheds, habitats, and viewsheds. Consider measures to preserve	
	natural slopes and vegetation.	

Guiding	Ţ	An Efficient and Resilient Community with Effective Utilities and	
Principl		Robust Services.	
Goal 1		Maximize the resiliency and fiscal sustainability of community	
		services and utilities.	
	Action 1	Discourage high intensity development in the eastern foothill areas to	
		minimize cost of utility installation, maintenance, and other City services.	
	Action 2	Analyze utility capacity in areas better suited for redevelopment and infill.	
Goal 2		Maintain existing infrastructure and carefully consider benefits vs.	
		costs when adding new services.	
	Action 1	Continue investing in a citywide fiber internet network to ensure residents	
		have access to this vital utility.	
	Action 2	Review utility capital plans to account for currently permitted and future	
		land uses.	
	Action 3	Collaborate with water providers to meter and reduce secondary water	
		consumption.	
Goal 3			
		facilities, utilities, and infrastructure.	
	Action 1	Inventory existing street trees to evaluate the urban tree canopy.	
	Action 2	Based on need, consider updating existing municipal buildings through	
		higher efficiency building lighting, restoration of native vegetation,	
<u> </u>		installation of low-flow water fixtures, etc.	
Goal 4		Protect the future of Bountiful through wise stewardship of natural	
	A 1	resources.	
	Action 1	Partner with educational institutions, non-profits, and other community-	
	Action 1	Partner with educational institutions, non-profits, and other community- based organizations to provide educational opportunities and services	
		Partner with educational institutions, non-profits, and other community- based organizations to provide educational opportunities and services related to sustainability resources and initiatives.	
	Action 1 Action 2	Partner with educational institutions, non-profits, and other community- based organizations to provide educational opportunities and services related to sustainability resources and initiatives. Evaluate the landscaping code to promote efficient irrigation use,	
		Partner with educational institutions, non-profits, and other community- based organizations to provide educational opportunities and services related to sustainability resources and initiatives. Evaluate the landscaping code to promote efficient irrigation use, appropriate drought tolerant tree species, and continue partnering with	
		Partner with educational institutions, non-profits, and other community- based organizations to provide educational opportunities and services related to sustainability resources and initiatives. Evaluate the landscaping code to promote efficient irrigation use,	

Guiding	A Friendly Community with Lively Community Events, And
Principle	Neighborly Connections.
Goal 1	Invest in public spaces such as Main Street, City Hall Campus, and
	City parks where the community can gather.
Action 1	
	right-of-way near key destinations and transit facilities.
Action 2	Invest in development and maintenance of park infrastructure to
	encourage community gathering.
Action 3	Continue to implement beautification activities.
Goal 2	Enhance community identity by improving the appeal of key urban
	spaces.
Action 1	Analyze front setbacks and allow driveway consolidation for commercial
	uses to encourage pedestrian access.
Action 2	
	adding bike racks, along Main Street.
Action 3	
	and galleries on vibrancy and sales tax revenue. Take steps to preserve the
	tree canopy.
Goal 3	Support events that bolster community identity, belonging, and build
	social capital.
Action 1	Consider temporary closures in the DN Corridor in order to link Town
	Square to Main Street for significant events.
Action 2	
Action 3	Provide clear guidelines for community and business requests to
	implement temporary street closures.

			(City Council minutes February 25, 2025)			
1	Minutes of the					
2	BOUNTIFUL CITY COUNCIL					
2	February 25, 2025 – 6:00 p.m.					
4	redruary 23, 2023 - 0.00  p.m.					
4 5 6 7 8	the Bountif	ful City Website and the	Incil Meeting was given by posting an Agenda at City Hall and on Utah Public Notice Website and by providing copies to the culation: The City Journal and Standard Examiner.			
9		Ţ	Work Session – 6:00 p.m.			
10		-	City Council Chambers			
11			<u>ent, countri chambers</u>			
12	Present:	Mayor	Kendalyn Harris			
13		Councilmembers	Kate Bradshaw, Beth Child, Matt Murri, Cecilee Price-			
14			Huish			
15		City Manager	Gary Hill			
16		City Attorney	Brad Jeppsen			
17		City Engineer	Lloyd Cheney			
18		Planning Director	Francisco Astorga			
19		Finance Director	Tyson Beck			
20		Streets Director	Charles Benson			
21		<b>Recording Secretary</b>	Maranda Hilton			
22	Excused:	Councilmember	Richard Higginson			
23						
24 25	Ma	yor Harris called the mee	ting to order at 6:03 pm and welcomed those in attendance.			
26	OPEN ME	ETINGS ACT TRAIN	ING – MR. BRADLEY JEPPSEN			
27			ley Jeppsen, conducted a training about the Open and Public			
28		Act as required annually b				
29						
30		<u>OM OUR LEGISLATO</u>				
31	-		nd Melissa Ballard discussed the current state legislative session,			
32	listening to	the Council's concerns a	and answering any questions they had.			
33			22			
34	The	work session ended at 7	:00 pm.			
35						
36						
37						
38						
39 40						
40						
41						
42 43						
43 44						
44 45						
45 46						
40 47						
• /						

1		Dom	lan Maating 7.00 n m	
1	<u>Regular Meeting – 7:00 p.m.</u>			
2 3			ty Council Chambers	
3 4	Present:	Mayor	Kendalyn Harris	
5	i lesent.	Councilmembers	Kate Bradshaw, Beth Child, Matt Murri, Cecilee Price-	
6		counciliations	Huish	
7		City Manager	Gary Hill	
8		City Engineer	Lloyd Cheney	
9		Planning Director	Francisco Astorga	
10		Finance Director	Tyson Beck	
11		Power Director	Allen Johnson	
12		Streets Director	Charles Benson	
13		Senior Planner	Amber Corbridge	
14		Recording Secretary	Maranda Hilton	
15	Excused:	Councilmember	Richard Higginson	
16	Encuseu.	Counciliation	Richard Ingginson	
17	WELCON	IE. PLEDGE OF ALLEGI	ANCE AND THOUGHT/PRAYER	
18			to order at 7:12 pm and welcomed those in attendance. Ms.	
19			e and Mr. Alex Densley offered a prayer.	
20				
21	PUBLIC C	COMMENT		
22		public comment period was	opened at 7:14 pm.	
23		1 I I	ident, said that he is concerned about the impact squirrels are	
24	having on power lines and suggested the City approve a resolution that prohibits them within a			
25	certain distance of energized equipment.			
26	The public comment period was closed at 7:15 pm.			
27				
28	CONSIDE	R APPROVAL OF MINU	TES OF THE PREVIOUS MEETINGS HELD ON	
29	JANUARY	7 9 <sup>th</sup> , 10 <sup>th</sup> , AND FEBRUAR	Y 11 <sup>th</sup> , 2025	
30			e a motion to approve the minutes from the previous meetings	
31			e motion. The motion passed with Councilmembers	
32	Bradshaw,	Child, Murri and Price-Huisl	h voting "aye."	
33				
34	<b>COUNCIL</b>	<u> REPORTS</u>		
35		incilmember Murri did not h	ave a report.	
36	Cou	incilmember Price-Huish rep	orted that the BCYC served at the Bountiful Food Pantry last	
37			ir exemplary efforts. She also reported that she will	
38			p conference at Utah State in a couple weeks.	
39			was happy to receive an email from a resident expressing	
40			and staff in the engineering department.	
41		uncilmember Child did not ha		
42	Councilmember Bradshaw did not have a report.			
43				
44				
45				
46				
			Page <b>2</b> of <b>6</b>	

1	<b>CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID FEBRUARY</b>
2	<u>5<sup>th</sup> AND 12<sup>th</sup></u>
3	Councilmember Murri made a motion to approve the expenditures paid February 5 <sup>th</sup> and 12 <sup>th</sup> ,
4	2025, and Councilmember Child seconded the motion. The motion passed with Councilmembers
5 6	Bradshaw, Child, Murri, and Price-Huish voting "aye."
7	<u>APPOINT MATTHEW MYERS TO THE POWER COMMISSION – MAYOR KENDALYN</u>
8	HARRIS
9 10	Mayor Harris introduced Mr. Matthew Myers, saying that he is a qualified individual with an engineering background who will be an asset to the commission.
10	Councilmember Price-Huish said she was glad the City accepted applications for this position,
12	and she is excited to work with him in her role on the Power Commission. Councilmember Bradshaw
12	said she knows Mr. Myers and feels he will be a wonderful addition to the Commission.
13 14	Councilmember Price-Huish made a motion to approve the appointment of Matthew Myers to
14	the Power Commission and Councilmember Bradshaw seconded the motion. The motion passed with
15 16	Councilmembers Bradshaw, Child, Murri, and Price-Huish voting "aye."
17	Councilinembers Dradshaw, Clind, Wulli, and Thee-Huish voting aye.
18	CONSIDER APPROVAL OF ORDINANCE 2025-05 REGARDING OMNIBUS LAND USE
19	CODE TEXT AMENDMENTS FOR TITLE 14 – MS. AMBER CORBRIDGE
20	Mr. Francisco Astorga explained that this omnibus text amendment ordinance is a regular
20	occurrence that seeks to take care of many small edits to the land use code to improve its accuracy,
22	order and clarification.
23	Ms. Corbridge went through each section of the ordinance and made sure there was a
23 24	consensus among the Council to approve that specific change.
25	Councilmember Child noticed an oversight in Section 10 and staff agreed that removing
26	"body piercing" from the use table in the mixed-use zone would make sense, since piercings are now
27	covered under the new category of "body art establishments."
28	Councilmember Price-Huish noticed an inconsistency with Section 11, regarding sign permit
29	approvals bodies, so staff recommended leaving it out of the ordinance until they could look into it
30	further.
31	Mr. Jeppsen clarified, for the benefit of the minutes, that line 797 will be removed from the
32	existing code as part of these changes.
33	Councilmember Bradshaw made a motion to approve Ordinance 2025-05, with the
34	amendment that section 11 be struck from inclusion in the documents. Councilmember Price-Huish
35	seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Murri, and Price-
36	Huish voting "aye."
37	
38	CONSIDER APPROVAL OF THE PURCHASE OF AN AIR HANDLER FROM CLIMATE
39	CONTROL IN THE TOTAL AMOUNT OF \$48,055 – MR. ALLEN JOHNSON
40	Mr. Johnson explained that this purchase is for the power plant, it will keep the smaller
41	generator cool, which is important as they prepare for the increased generation of power in the
42	summer months. The old air handler is in disrepair and was going to cost more to fix than to replace.
43	It was installed in 2001.
44	Councilmember Murri made a motion to approve the purchase of an air handler from Climate
45	Control and Councilmember Price-Huish seconded the motion. The motion passed with
46	Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye."

1	
2	CONSIDER APPROVAL OF THE PURCHASE OF A 46 KV TURNER TRANSMISSION
3	SWITCH FROM ANIXTER-WESCO IN THE TOTAL AMOUNT OF \$26,638 – MR. ALLEN
4	JOHNSON
5	Mr. Johnson explained that they had to replace a transmission switch recently after its arcing
6	device wore out. They would like to order a new one to have in their inventory as a backup. The
7	switches do not fail very often, but it is important they always have one in inventory because delivery
8	times are generally very long. They received 2 bids from suppliers at the same cost, so staff is
9	recommending the bid with the shorter delivery time.
10	Councilmember Bradshaw made a motion to approve the purchase of a transmission switch
11	from Anixter-Wesco and Councilmember Child seconded the motion. The motion passed with
12	Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye."
13	
14	CONSIDER APPROVAL OF THE PURCHASE OF TWO 150 KV A 240/120 GE/PROLEC
15	TRANSFORMERS FROM ANIXTER POWER SOLUTIONS IN THE TOTAL AMOUNT OF
16	<u>\$27,748 – MR. ALLEN JOHNSON</u>
17	Mr. Johnson explained that staff would like to purchase two of these transformers to place in
18	inventory. They recently had to replace a damaged one, and because they can be difficult to source
19	and there is a long lead time for delivery, they feel it will be better to order two at this time.
20	Councilmember Price-Huish made a motion to approve the purchase of transformers from
21	Anixter Power Solutions and Councilmember Child seconded the motion. The motion passed with
22	Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye."
23	
24	CONSIDER APPROVAL OF ORDINANCE 2025-06 REGARDING LAND USE CODE TEXT
25	AMENDMENTS FOR PAVED PARKING SURFACES – MR. FRANCISCO ASTORGA
26	Mr. Astorga explained that the Planning Commission reviewed this ordinance and forwarded
27	a positive recommendation to the Council. The ordinance was created based on recommendations and
28	direction from the Council in previous work session discussions.
29	Councilmember Murri asked about the amendment regarding the replacement of abandoned
30	driveways with standard curbs in section 5. He asked if the City or the homeowner was responsible
31	for paying for that. Mr. Astorga answered that the homeowner would pay for the repair.
32	Councilmember Price-Huish said the one-year timeframe seemed too short to her, and she felt
33	it might be an undue burden for homeowners. She suggested removing that language from the text.
34	Mr. Cheney said that the one-year time limit was not meant to punish people who have driveways
35	that are not used frequently, but rather to help fix those instances where a property has been
36 37	redeveloped, and an old drive approach is no longer useful because it does not lead to anything. Mr.
	Astorga added that if the one-year language was removed, these violations would go through the
38 39	normal enforcement process, which generally gives a property owner two weeks to resolve violations. Mr. Cheney said he was alright with taking out the "one year" language. He said it will still be
40	helpful for his department when they review plans, to be able to ask property owners to change drive
+0 41	approaches that no longer make sense for their lots.
42	Councilmember Murri suggested making a clarification, saying that the "project should be
+2 43	removed or replaced with standard gutter, park strip and sidewalk within one year <i>of notice</i> as
+3 44	required by the City engineer."
45	Councilmembers Child and Bradshaw both said they felt the language was fine as it stood.
	Counciliation of the and Drudshuw of an and they for the funguage was find as it stood.

Councilmember Price-Huish asked if Councilmember Child would consider supporting
 Councilmember Murri's suggested edit of the language. Councilmember Child said she would
 consider that.

Mr. Jeppsen explained that "notice" has not been defined in the code, which would cause a problem. He suggested the following language, "existing drive approaches which are deemed abandoned by the City engineer, by non-use, which are located as part of an approved development project, should be removed and replaced with standard gutter, park strip and sidewalk within one year."

9 Councilmember Price-Huish asked if the "hard surfaces" leading to permeable parking 10 surfaces could be brick pavers. Mr. Cheney explained that "or any other reasonable substitute, as 11 determined by the City engineer" is also included in the language about hard surfaces, which would 12 be determined by that substitute's ability to pass water through it. He said there are many kinds of 13 pavers, so that would play a role in determining what is allowable as a "hard surface."

Councilmember Price-Huish made a motion to approve Ordinance 2025-06 with the amended language as suggested by the City Attorney and Councilmember Child seconded the motion. The motion passed with Councilmembers Child, Murri and Price-Huish voting "aye" and Councilmember Bradshaw voting "nay."

18

# 19 <u>CONSIDER APPROVAL OF A LIQUOR LICENSE FOR ST. OLAF CATHOLIC SCHOOL</u> 20 <u>LOCATED AT 1793 SOUTH ORCHARD DRIVE – MR. FRANCISCO ASTORGA</u>

Mr. Astorga explained that this permit is for an annual fundraising event to be held at St. Olaf
 School. The application was reviewed and found to be acceptable.

Councilmember Child made a motion to approve the liquor license and Councilmember
 Bradshaw seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Murri
 and Price-Huish voting "aye."

26

# 27 <u>CONSIDER APPROVAL OF SECOND EXTENSION OF THE 2023 CONCRETE</u> 28 <u>REPLACEMENT CONTRACT WITH JMR CONSTRUCTION – MR. LLOYD CHENEY</u>

Mr. Cheney explained that a considerable amount of maintenance is done every year in preparation for street overlays and reconstructions, but also for repair work for the various City departments. This contract with a third party allows the City to complete those repairs. Staff is recommending that the Council approve the second, and final, extension of the original contract with JMR Construction for those repair and maintenance projects. JMR has been a trusted partner many times over the past several decades, and staff feels confident they will do a great job. This extension comes with an increase of 5%, due to increasing costs in the construction industry.

- Councilmember Bradshaw made a motion to approve the contract extension with JMR
   Construction and Councilmember Murri seconded the motion. The motion passed with
- 37 Construction and Councilmentoer Multi-seconded the motion. The motion 38 Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye."
- 39

## 40 <u>CLOSED SESSION</u>

At 8:23 pm Councilmember Bradshaw made a motion to move into a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s). Councilmember Price-Huish seconded the motion. The motion passed with the following roll call vote:

- 45
- 46

- 1 Child Aye 2 Bradshaw Aye 3 Murri Aye 4 Price-Huish Aye 5 6 The closed session began at 8:26 pm. 7 Mayor Harris, Councilmembers Bradshaw, Child, Murri, and Price-Huish, Mr. Gary Present: 8 Hill, Mr. Bradley Jeppsen, and Mr. Lloyd Cheney. 9 Councilmember Bradshaw made a motion to leave the closed session and return to the regular 10 meeting and Councilmember Murri seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye." 11 12 13 **ADJOURN**
- 14 Councilmember Child made a motion to adjourn the regular meeting and Councilmember 15 Bradebau seconded the motion. The motion passed with Councilmembers Bradebau. Child Murri
- Bradshaw seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Murri and Price-Huish voting "aye."
- 17 and Theo Haish voting uye.
- 18 The meeting was adjourned at 8:36 pm.

Mayor Kendalyn Harris

City Recorder

## **City Council Staff Report**

Subject: Expenditures for Invoices > \$1,000 paid February 19 & 26 and March 5 & 12, 2025 Author: Tyson Beck, Finance Director Department: Finance Date: March, 2025



#### **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.

#### <u>Analysis</u>

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 February 19 & 26 and March 5 & 12, 2025.

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid February 19, 2025

VENDOR VENDOR NAME	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	ACCOUNT DESC	<u>AMOUNT</u>	CHECK NO INVOICE	<u>DESCRIPTION</u>
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	2,496.72	243968 51589468	Repairs - Customer #98370
1105 ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	4,382.34	243968 51592198	Repairs - Customer #98370
14713 ANGEL ARMOR	Police	104210 445100	Public Safety Supplies	15,470.85	243969 INV81189	Tactical Carrier/Multi Cam
15878 APPLICANTPRO	Human Resources	104134 429200	Computer Software	5,592.00	243970 305558	Annual Applicant Pro - Cust # 14314
1447 BP ENERGY COMPANY	Light & Power	53 213100	Accounts Payable	51,082.07	243972 21391763	Natural Gas - Contract # 23191
4806 CHEMTECH-FORD, INC	Water	515100 431000	Profess & Tech Services	1,095.00	243976 24J2459	Lab Fees
4806 CHEMTECH-FORD, INC	Water	515100 431000	Profess & Tech Services	1,200.00	243976 24L0574	Lab Fees
2875 CURTIS BLUE LINE	Police	104210 445100	Public Safety Supplies	2,520.00	243979 PINV969086	Exfil Ballistic Visor
5351 DEERE CREDIT, INC.	Cemetery	595900 474500	Machinery & Equipment	41,338.67	243981 117691643	ProGator and Misc. Parts
5310 FLEETPRIDE	Landfill Operations	585820 425000	Equip Supplies & Maint	1,046.92	243986 123575292	Misc. Parts/Supplies - Acct # 815961
12227 GRAHAM FIRE APPARAT	Streets	104410 425000	Equip Supplies & Maint	1,381.00	243988 963	Misc. Parts/Supplies
5458 HANSEN, ALLEN & LUCE	Landfill Operations	585820 431300	Environmental Monitoring	5,948.25	243990 54002	Bountiful Groundwater Sampling
6959 JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,883.10	243997 SLC02250046	February Janitorial Services - Cust # 065075
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,496.31	244008 \$106781678.001	Misc. Parts/Supplies - Cust # 18498
3271 NETWIZE	Information Technology	104136 429300	Computer Hardware	3,250.00	244010 26039	MFA Devices
3271 NETWIZE	Computer Maintenance	616100 429200	Computer Software	4,762.02	244010 26056	Fortinet Software Renewals
5429 PERFORMANCE FORD LIN	Streets	104410 425000	Equip Supplies & Maint	1,239.63	244015 26807	Misc. Parts/Supplies - Cust ID 243521-W
3812 SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	1,374.25	244021 192804	Misc. Parts & Supplies - Cust ID 00330
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	22,014.10	244026 0394251	Fuel - Acct # 000275
5000 U.S. BANK CORPORATE	Police	104210 423000	Travel & Training	1,093.90	244028 02102025MS	Trvl Expense & Misc Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Streets	104410 425000	Equip Supplies & Maint	4,034.15	244028 02102025JE	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Streets	104410 425000	Equip Supplies & Maint	5,500.00	244028 02102025CB	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Engineering	104450 423000	Travel & Training	1,140.36	244028 02102025LC	Trvl&Train Expense - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Parks	104510 423000	Travel & Training	2,897.44	244028 02102025BH	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Planning	104610 423000	Travel & Training	2,440.25	244028 02102025FA	Trvl&Train Expense - Acct #4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300 423000	Travel & Training	3,763.25	244028 02102025AJ	Trvl Expense & Misc Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300 445201	Safety Equipment	1,952.78	244028 02102025AJ	Trvl Expense & Misc Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Golf Course	555500 448000	Operating Supplies	1,169.52	244028 02102025BH	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	<b>Recycle Collection Operations</b>	585810 425000	Equip Supplies & Maint	1,334.85	244028 02102025JE	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Cemetery	595900 423000	Travel & Training	1,273.72	244028 02102025BH	Misc. Parts/Supplies - Acct# 4246-0445-5571-8851
4450 VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,359.74	244033 6104918497	Account # 371517689-00001
			Т	OTAL: 198,533.19		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid February 26, 2025

VENDOR VENDOR NAME	DEPARTMENT	ACCOUNT	ACCOUNT DESC	AMOUNT	CHECK NO INVOICE	<b>DESCRIPTION</b>
1177 APPLIED CONCEPTS, IN	Police	104210 425200	Communication Equip Maint	3,435.00	244041 S311702	Radar system/ parts
1177 APPLIED CONCEPTS, IN	Liquor Control	104218 445100	Public Safety Supplies	6,870.00	244041 S311702	Radar system/ parts
13077 AVID TRAILS	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	65,171.65	244043 Mueller Park A-03.1	Trail construction
13077 AVID TRAILS	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	179,948.72	244043 Mueller Park B-03.1	Trail Construction
15863 COMPUTECH CONSULTIN	Information Technology	454136 474500	Machinery & Equipment	45,872.57	244056 27447	Access Controls
15175 COOK, JOHN	Legislative	104110 492010	Contr-Btfl/Davis Art Ctr	1,905.00	244057 2/20/2025	BCYC Youth Conf Reimbursement
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,864.80	244059 76553	Power Line Tree Trimming
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,060.00	244059 76554	Power Line Tree Trimming
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,060.00	244059 76556	Power Line Tree Trimming
2055 ELECTRICAL CONSULTAN	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	33,546.60	244062 128777	Northwest Substation
2199 FORCE AMERICA, INC.	Streets	104410 425000	Equip Supplies & Maint	1,060.79	244067 IN001-2044490	Plow controls
2329 GORDON'S COPYPRINT	Legislative	104110 422000	Public Notices	1,409.00	244072 50194	Newsletter printing
5458 HANSEN, ALLEN & LUCE	Water	515100 431000	Profess & Tech Services	6,875.25	244074 54072	Water Rights services
15891 HAYDEN INDUSTRIAL	Light & Power	535300 448614	Power Plant Equipment Repairs	2,064.73	244076 88558	Cust# 11343000
2830 KIMBALL EQUIPMENT CO	Landfill Operations	585820 425000	Equip Supplies & Maint	1,354.72	244084 PSO172829-1	2 in rubber balls
8137 LAKEVIEW ASPHALT PRO	Water	515100 461300	Street Opening Expense	2,327.52	244085 431431	Cust# - BCTY07399 - Road Base
8137 LAKEVIEW ASPHALT PRO	Water	515100 461300	Street Opening Expense	3,703.52	244085 431379	Cust# BCTY07399 - Road Base
15881 M & G FARM	Landfill Operations	585820 425000	Equip Supplies & Maint	18,963.12	244089 00608	Compactor Parts
15061 MIWALL CORPORATION	Police	104210 445100	Public Safety Supplies	2,047.10	244096 1013644	Parts
3200 MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	3,885.89	244098 XA101089726:01	Parts
5553 PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,263.28	244116 280101669	Tires for streets dept
3649 RASMUSSEN EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	11,000.00	244118 10192358	Excavator Bucket
3757 ROCKY MOUNTAIN WIRE	Light & Power	535300 448636	Special Equipment	1,491.50	244121 3033773-IN	Cust# BOUCIT 3/4 ton Hoist/Chains
3933 SKAGGS COMPANIES, IN	Police	104210 414000	Uniform Allowance	4,307.00	244126 450_A_1065023F_2	Starcard Payment
3933 SKAGGS COMPANIES, IN	Police	104210 414000	Uniform Allowance	4,307.00	244126 450_A_1065023F_3	Starcard Payment
4045 STATE FIRE	Light & Power	535300 448614	Power Plant Equipment Repairs	1,195.00	244130 12602390	CO2 system insp.
4051 STATE OF UTAH	Light & Power	535300 448627	Echo Hydro Operating Costs	3,599.31	244131 2025 Notice	Acct# 103250 2025 Water Assessment Echo
4051 STATE OF UTAH	Light & Power	535300 448628	Pineview Hydro Operating Costs	4,153.30	244131 2025 Notice A	Acct# 101498 2025 Water Assessment Pineview
4171 THATCHER COMPANY	Water	515100 448000	Operating Supplies	6,917.25	244134 2025100102212	Cust C1303 - Chlorine
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	22,534.02	244136 0394783	Unleaded gasoline & diesel fuel
5322 UCS WIRELESS	Light & Power	535300 474600	Vehicles	1,320.00	244139 82970	Unit #5010 Radio
4341 UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Accrual	1,410,382.33	244142 02252025	Jan 2025 pmt for power resoruces
10811 UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	65,600.00	244146 CONBF-014	Jan 2025 Fiber connection fees
10811 UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	1,051,531.19	244146 2/18/2025	Network construction fees Jan 2025
7732 WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,363.85	244151 020168	Janitorial srvc
			TOTAL:	3,008,391.01		

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid March 5, 2025

#### VENDOR VENDOR NAME

15916 FACILTY SERVICE LLC 2329 GORDON'S COPYPRINT 8756 IRBY ELECTRICAL DIST 13267 SLATE ROCK FR LLC

**DEPARTMENT** Parks Light & Power Light & Power Light & Power

ACCOUNT 104510 426000 535300 448635 Vehicles 535300 448636 Special Equipment 535300 445202 Uniforms

ACCOUNT DESC Bldg & Grnd Suppl & Maint

#### AMOUNT CHECK NO **INVOICE**

2,101.84 244171 25106 1,125.00 244172 50195 1,400.00 244175 S014064684.001 10,390.62 244199 86541

#### **DESCRIPTION**

Town Square / ice ribbon & splashpad service Truck logo stickers Cust# 221694 Burndy Wej Tool FR shirts, hoodies & wests

TOTAL: 15,017.46

#### Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid March 12, 2025

VENDOR VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>	ACCOUNT DESC	AMOUNT C	HECK NO INVOICE	DESCRIPTION
1195 ARNOLD MACHINERY CO	Landfill Operations	585820 425000	Equip Supplies & Maint	1,149.96	244216 PS1063080-1	Cust# B10003428 - Joystick for backhoe
1211 ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,540.00	244217 1460478	Cust# 5628 - Asphalt patching
1211 ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,547.70	244217 1459031	Cust# 5628
1211 ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,570.80	244217 1460137	Cust# 5628 - Asphalt patching
1473 BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	22,677.20	244225 50301	Road salt
1473 BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	22,959.76	244225 50224	Salt for roads
15138 CHUGG, HEIDI	Human Resources	104134 415000	Employee Education Reimb	1,977.50	244230 3/10/25	Employee reimbursement for travel and tuition
1716 CMT ENGINEERING LABO	Landfill Operations	585820 473100	Improv Other Than Bldgs	1,350.00	244232 3454	Testing for January
9982 DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,404.10	244240 76557	Tree Trimming
2141 FARWEST LINE SPECIAL	Light & Power	535300 448636	Special Equipment	2,569.08	244249 7402150	Lineman belt, climbers
15574 ISLAND VIEW PLUMBING	Planning	104610 426000	Bldg & Grnd Suppl & Maint	2,869.89	244261 3910	Police restroom repairs
8901 KB WELDING LLC	Light & Power	535300 448627	Echo Hydro Operating Costs	4,350.00	244264 375	Echo Penstock repair
8635 LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	7,350.00	244266 February 28, 2025	Legal services
2987 M.C. GREEN & SONS IN	Water	515100 473110	Water Mains	141,982.43	244273 5298	Contracted projects
15940 MILLER, TONI	Liability Insurance	636300 451150	Liability Claims/Deductible	1,875.34	244276 3/10/25	Snow Plow accident
3195 MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	2,626.51	244280 S106798842.001	Cust# 18498 - Couplers inventory
14442 NAVAL SURFACE	Police	104210 445100	Public Safety Supplies	2,400.00	244283 N00164LE1123-25	Agreement April 2025 - April 2026
3271 NETWIZE	Computer Maintenance	616100 429200	Computer Software	6,400.60	244285 26100	Backup licensing
3271 NETWIZE	Computer Maintenance	616100 429200	Computer Software	13,989.00	244285 25954	Security Monitoring Software
3649 RASMUSSEN EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	1,257.74	244299 10192829	Acct# 09503 - Haul truck service
3791 RUSH TRUCK CENTER-SA	Streets	454410 474500	Machinery & Equipment	168,516.10	244302 2101-02492	Plow chassis approved by council
3816 SAGE SOFTWARE. INC.	Light & Power	535300 429200	Computer Software	3,708.62	244305 A-S00068999-2025	Annual Renewal
15518 SANBORN	Planning	104610 431000	Profess & Tech Services	3,000.00	244306 846544000122242241	Professional servcs
4229 TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	2,062.05	244318 0394954	Acct# 000275
4281 TWIN D INC.	Storm Water	494900 462400	Contract Equipment	28,487.69	244321 782128 RI	Cust# 4592160 - Storm drain Inspections
8128 UNITED RENTALS INC	Light & Power	535300 448627	Echo Hydro Operating Costs	3,636.95	244323 244657699-001	Cust# 2608499 - Heater Rental
10811 UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	5,169.46	244327 02282025	Installation fees
14946 WIDDISON WELL SRVC	Water	515100 473100	Improv Other Than Bldgs	24,600.00	244332 5752	Pump revitalization shop

TOTAL: 493,028.48

## **City Council Staff Report**

**Subject:** January 2025 Financial Reports **Author:** Tyson Beck, Finance Director **Department:** Finance **Date:** March 25, 2025



### Background

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

#### <u>Analysis</u>

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2025 through January as compared to the past three fiscal year periods through that same timeframe.

The FY2025 budget portion of these reports is the originally adopted FY2025 budget approved by the City Council in June of 2024.

#### **Department Review**

These reports were prepared and reviewed by the Finance Department.

### Significant Impacts

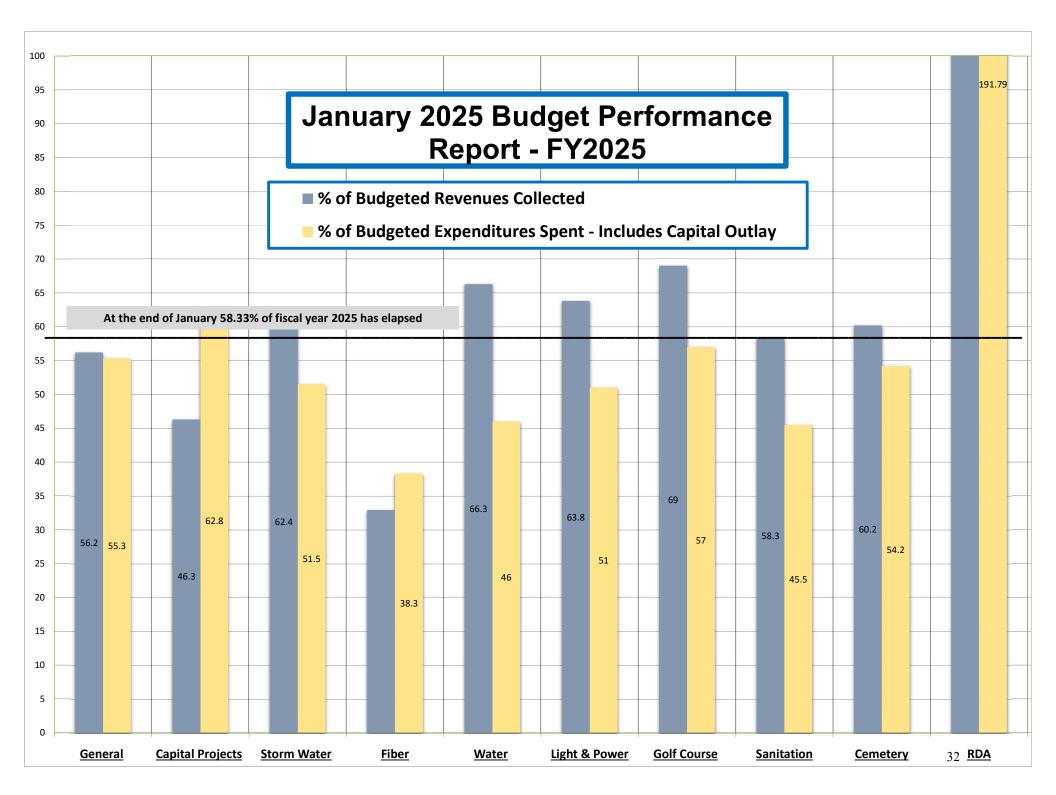
Financial information to aid in legislative and operational decision making.

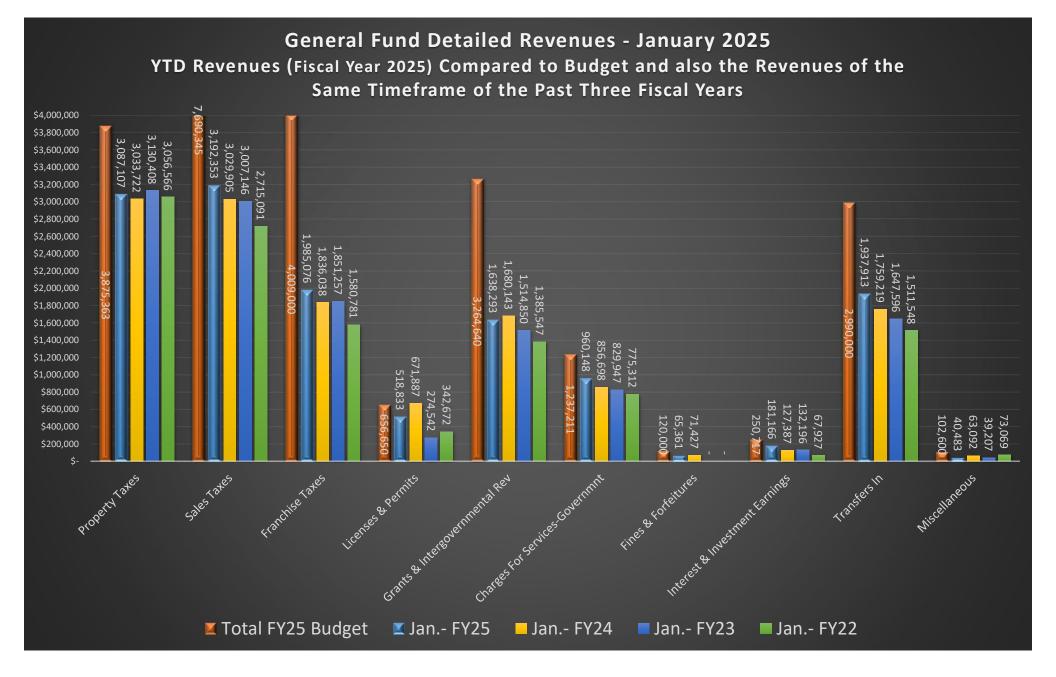
#### **Recommendation**

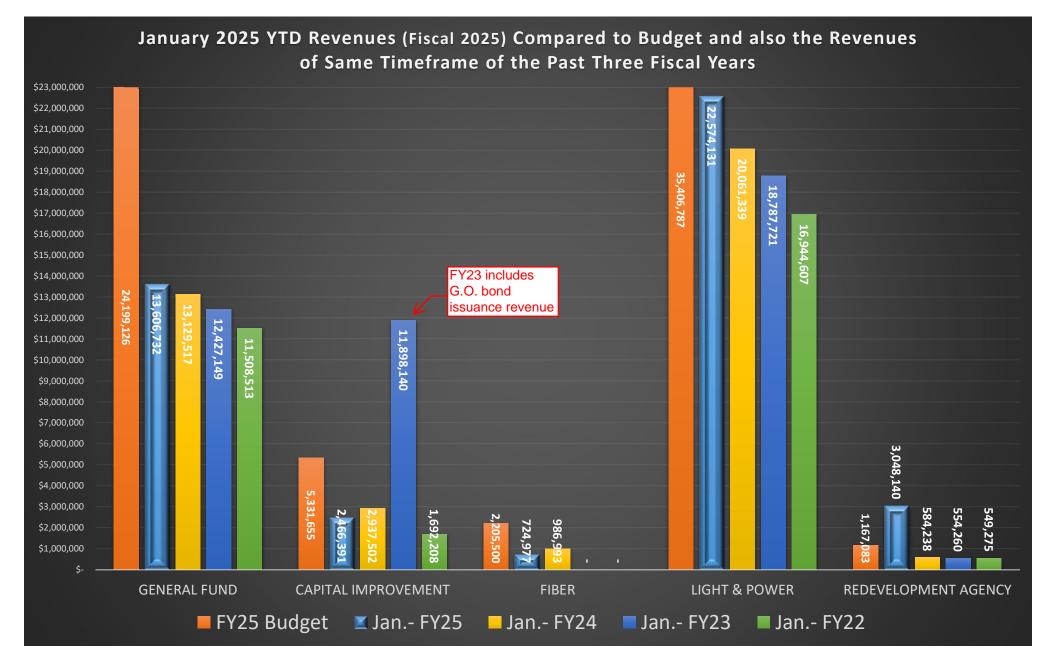
Council is encouraged to review the attached revenue, expense, and budget reports.

#### **Attachments**

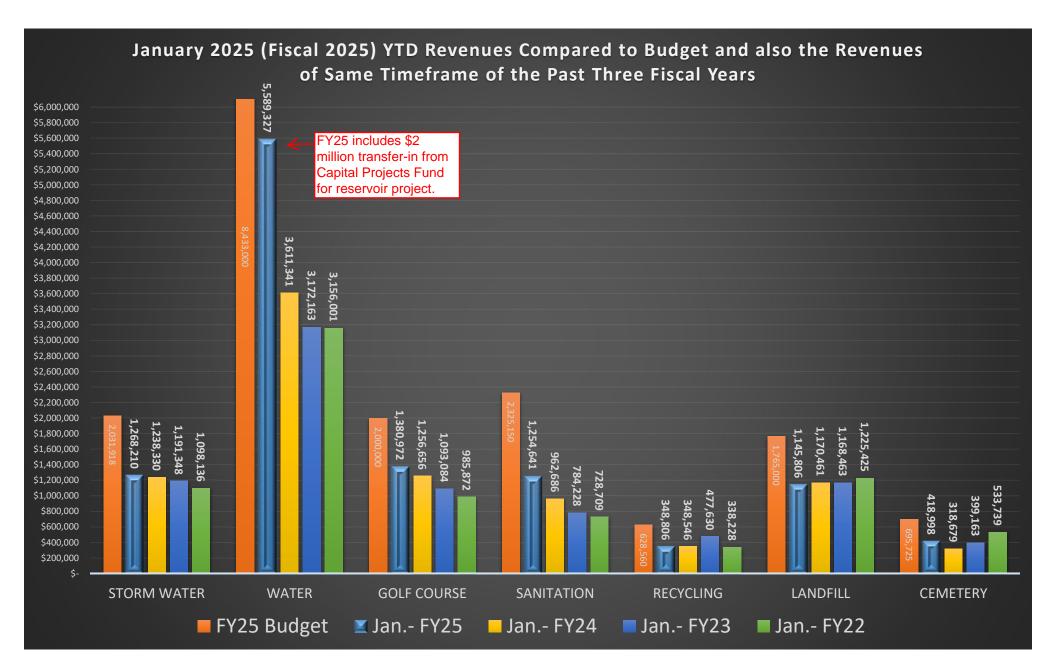
• January 2025 Revenue & Expense Reports – Fiscal 2025 YTD



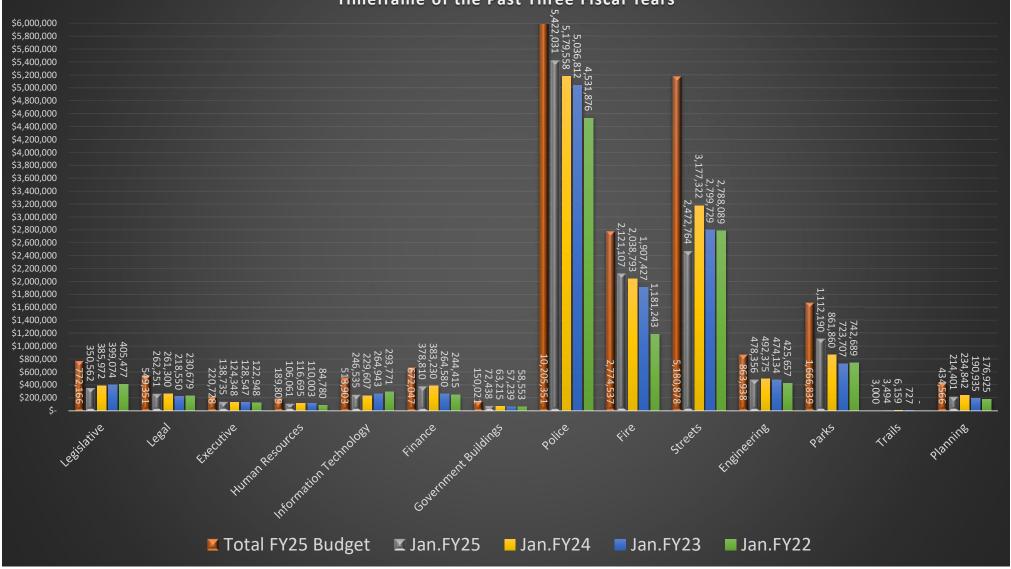


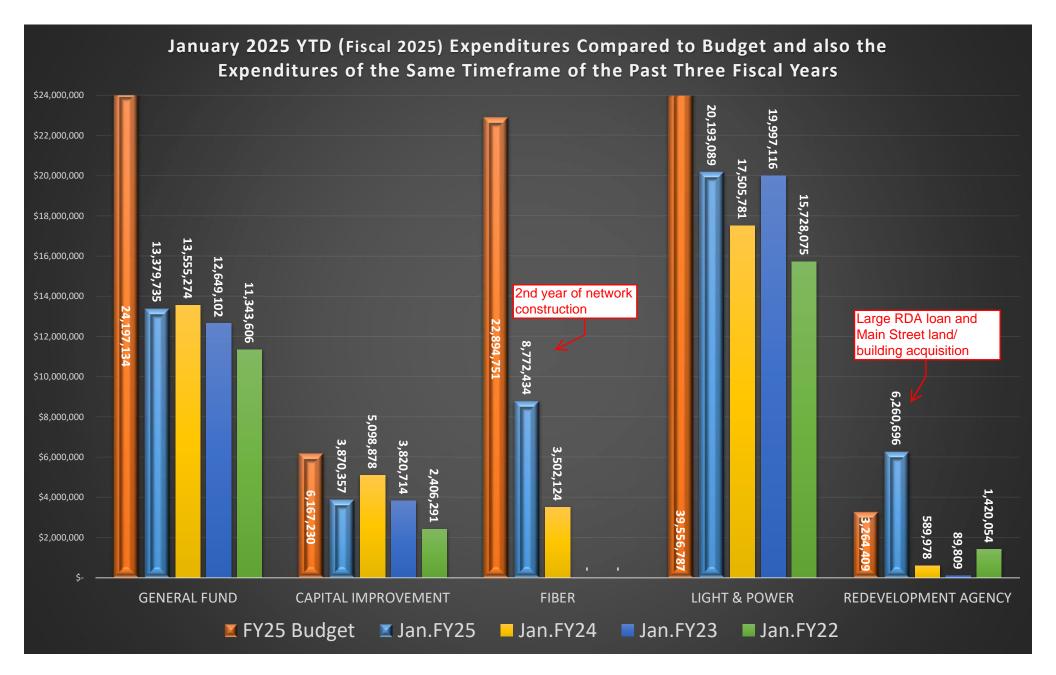


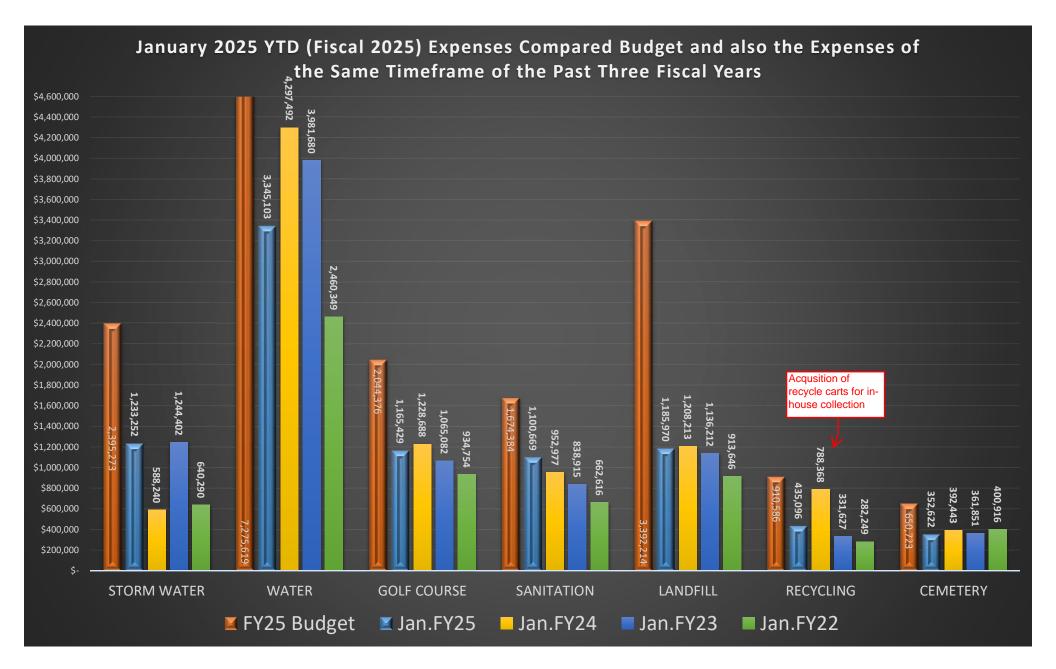
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#### General Fund Detailed Expenditures - January 2025 Fiscal 2025 YTD Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years







### 



FOR 2025 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
10 general fund							
<ul> <li>1010 Property Tax Revenues</li> <li>1020 Sales Tax Revenues</li> <li>1030 Franchise Tax Revenues</li> <li>1040 Property Tax Increment Revenu</li> <li>2000 License &amp; Permit Revenues</li> <li>3000 Grants &amp; Intergovernmental Re</li> <li>3100 Fine &amp; Forfeiture Revenue</li> <li>4000 Charges For ServicesRev-Gover</li> <li>4110 Legislative Expenditures</li> <li>4120 Legal Expenditures</li> <li>4130 Executive Expenditures</li> <li>4130 Executive Expenditures</li> <li>4134 Human Resources Expenditures</li> <li>4160 Government Buildings Expendit</li> <li>4210 Police Expenditures</li> <li>4160 Government Buildings Expendit</li> <li>4210 Police Expenditures</li> <li>4216 Crossing Guards Expenditures</li> <li>4217 School Resource Officer Expen</li> <li>4218 Liquor Control Expenditures</li> <li>4219 PSAP - E911 Expenditures</li> <li>4210 Streets Expenditures</li> <li>4450 Engineering Expenditures</li> <li>4510 Parks Expenditures</li> <li>4510 Planning Expenditures</li> <li>4500 Miscellaneous</li> <li>6010 Interest &amp; Investment Earning</li> <li>8010 Transfers In</li> </ul>	-3,875,363 -7,690,345 -4,009,000 -2,600 -656,650 -3,264,640 -120,000 -1,237,211 272,166 549,351 220,728 189,809 513,903 672,047 150,021 7,661,433 10,000 163,386 508,324 44,001 1,818,207 2,774,537 5,180,878 863,938 1,666,839 3,000 434,566 -102,6000 -250,717 -2,990,000	$\begin{array}{r} -3,875,363\\ -7,690,345\\ -4,009,000\\ -2,600\\ -656,650\\ -3,264,640\\ -120,000\\ -1,237,211\\ 772,166\\ 549,351\\ 220,728\\ 189,809\\ 513,903\\ 672,047\\ 150,021\\ 7,661,433\\ 10,000\\ 163,386\\ 508,324\\ 44,001\\ 1,818,207\\ 2,774,537\\ 5,180,878\\ 863,938\\ 1,666,839\\ 3,000\\ 434,566\\ -102,600\\ -250,717\\ -2,990,000\end{array}$	$\begin{array}{c} -3,087,106.96\\ -3,192,352.88\\ -1,985,076.23\\ .00\\ -518,832.81\\ -1,638,292.50\\ -65,360.84\\ -960,148.16\\ 350,561.96\\ 262,251.05\\ 138,735.48\\ 106,061.18\\ 246,535.11\\ 378,809.86\\ 72,438.44\\ 4,114,750.18\\ .00\\ 93,373.85\\ 203,781.96\\ 15,776.92\\ 994,348.20\\ 2,121,106.50\\ 2,472,764.41\\ 478,356.44\\ 1,112,189.62\\ 3,493.53\\ 214,400.52\\ -40,482.55\\ -181,165.56\\ -1,937,913.37\end{array}$	$\begin{array}{c} -482, 346.46\\ -610, 974.72\\ -351, 662.83\\ -00\\ -90, 629.16\\ -503, 975.37\\ -13, 092.03\\ -418, 835.15\\ 36, 225.38\\ 40, 886.60\\ 17, 948.33\\ 15, 378.67\\ 37, 527.73\\ 88, 441.84\\ 7, 166.68\\ 603, 880.58\\ -00\\ 9, 002.36\\ 22, 797.63\\ 833.33\\ 152, 981.13\\ -00\\ 220, 270.30\\ 71, 346.93\\ 113, 631.88\\ 485.99\\ 30, 921.22\\ -4, 131.75\\ -29, 862.97\\ -265, 436.12\\ \end{array}$		-788,256.04 -4,497,992.12 -2,023,923.77 -2,600.00 -137,817.19 -1,626,347.50 -54,639.16 -277,062.84 421,604.04 287,099.95 81,992.52 83,747.82 267,367.89 293,237.14 77,582.56 3,546,682.82 10,000.00 70,012.15 304,542.04 28,224.08 823,858.80 653,430.50 2,708,113.59 385,581.56 554,649.38 -493.53 220,165.48 -69,551.44 -1,052,086.63	$\begin{array}{c} 79.7\% \\ 41.5\% \\ 49.5\% \\ .0\% \\ 79.0\% \\ 50.2\% \\ 54.5\% \\ 77.6\% \\ 45.4\% \\ 47.7\% \\ 62.9\% \\ 45.4\% \\ 47.7\% \\ 62.9\% \\ 55.9\% \\ 48.0\% \\ 56.4\% \\ 48.3\% \\ 53.7\% \\ .0\% \\ 57.1\% \\ 40.1\% \\ 35.9\% \\ 54.7\% \\ 76.4\% \\ 47.7\% \\ 55.4\% \\ 66.7\% \\ 116.5\% \\ 49.3\% \\ 39.5\% \\ 72.3\% \\ 64.8\% \end{array}$
TOTAL GENERAL FUND	-1,992	-1,992	,	-1,301,219.98	.00	225,004.65*	*****%
TOTAL REVENUES TOTAL EXPENSES	-24,199,126 24,197,134	-24,199,126 24,197,134	-13,606,731.86 13,379,735.21	-2,770,946.56 1,469,726.58	.00 .00	-10,592,394.14 10,817,398.79	
30 debt service							
1010 Property Tax Revenues	-541,950	-541,950	-417,515.58	-66,019.48	.00	-124,434.42	77.0%



#### FOR 2025 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4710 Debt Sevice 6010 Interest & Investment Earning	559,596 -600	559,596 -600	565,862.24 -2,200.88	407,601.59 -146.17	.00 .00	-6,266.24 1,600.88	
TOTAL DEBT SERVICE	17,046	17,046	146,145.78	341,435.94	.00	-129,099.78	857.4%
TOTAL REVENUES TOTAL EXPENSES	-542,550 559,596	-542,550 559,596	-419,716.46 565,862.24	-66,165.65 407,601.59	.00 .00	-122,833.54 -6,266.24	
45 CAPITAL IMPROVEMENT							
1020 Sales Tax Revenues 3000 Grants & Intergovernmental Re 4110 Legislative Expenditures 4136 Information Technology Expend 4140 Finance Expenditures 4160 Government Buildings Expendit 4210 Police Expenditures 4410 Streets Expenditures 4510 Parks Expenditures 4550 Trails Expenditures 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 8000 Contribution Revenue 8010 Transfers In	$\begin{array}{c} -3,629,655\\ -125,000\\ 2,290,000\\ 0\\ 0\\ 0\\ 792,230\\ 2,176,000\\ 70,000\\ 545,000\\ -922,000\\ -50,000\\ -50,000\\ -50,000\\ -600,000\\ \end{array}$	$\begin{array}{c} -3,629,655\\-125,000\\2,290,000\\4,000\\792,230\\2,176,000\\792,230\\2,176,000\\545,000\\545,000\\-922,000\\-50,000\\-50,000\\-55,000\\-600,000\end{array}$	$\begin{array}{c} -1,497,244.51\\ .00\\ 2,001,200.00\\ 135,950.32\\ 7,211.98\\ .00\\ 684,123.71\\ 886,954.54\\ 67,849.00\\ 87,067.25\\ -22,381.47\\ -903,294.03\\ -25,745.00\\ -17,725.55\\ .00\\ \end{array}$	-296,857.44 .00 .00 1,464.37 .00 128,865.68 4,040.34 .00 5,187.00 -3,757.46 -146,514.69 -25,745.00 .00	$ \begin{array}{c} 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00\\ 00$	$\begin{array}{c} -2,132,410.49\\ -125,000.00\\ 288,800.00\\ 84,049.68\\ -3,211.98\\ 70,000.00\\ 108,106.29\\ 1,289,045.46\\ 2,151.00\\ 457,932.75\\ 22,381.47\\ -18,705.97\\ -24,255.00\\ 12,725.55\\ -600,000.00\\ \end{array}$	.0%
TOTAL CAPITAL IMPROVEMENT	541,575	835,575	1,403,966.24	-333,317.20	.00	-568,391.24	168.0%
TOTAL REVENUES TOTAL EXPENSES	5,873,230	-5,331,655 6,167,230	-2,466,390.56 3,870,356.80	-472,874.59 139,557.39	.00 .00	-2,865,264.44 2,296,873.20	
49 STORM WATER							
4900 Storm Water Expenses 6000 Miscellaneous 6010 Interest & Investment Earning 7000 Charge For Services RevProp 8020 Impact Fee Revenue TOTAL STORM WATER TOTAL REVENUES TOTAL REVENUES			$1,233,251.78 \\ -3,594.00 \\ -104,989.68 \\ -1,156,326.50 \\ -3,300.00 \\ -34,958.40 \\ -1,268,210.18 \\ 1,233,251.78 \\ \end{array}$	54,473.18 -599.00 -13,484.33 -172,617.10 .00 -132,227.25 -186,700.43 54,473.18	.00 .00 .00 .00 .00 .00 .00	1,162,021.22 -2,206.00 89,989.68 -854,791.50 3,300.00 398,313.40 -763,707.82 1,162,021.22	51.5% 62.0% 699.9% 57.5% 100.0% -9.6%

50 FIBER



#### FOR 2025 07

50 FIBER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
		505021			2.1.00.121.4.4.0220	505021	
5000 Fiber Expenses 6010 Interest & Investment Earning 7000 Charge For Services RevProp	22,894,751 -1,800,000 -405,500		8,772,434.37 -626,013.97 -98,962.73	2,718,651.47 -86,425.19 -17,083.80	.00 .00 .00	14,122,316.63 -1,173,986.03 -306,537.27	38.3% 34.8% 24.4%
TOTAL FIBER	20,689,251	20,689,251	8,047,457.67	2,615,142.48	.00	12,641,793.33	38.9%
TOTAL REVENUES TOTAL EXPENSES		-2,205,500 22,894,751	-724,976.70 8,772,434.37	-103,508.99 2,718,651.47	.00 .00	-1,480,523.30 14,122,316.63	
51 WATER							
5100 Water Expenses 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 7000 Charge For Services RevProp 7010 Connection & Servicing Revenu 8010 Transfers In 8020 Impact Fee Revenue 8030 Capital Contributions/Donatio	7,275,619 -2,000 -60,000 -20,000 -6,201,000 -40,000 -2,000,000 -60,000 -50,000	$\begin{array}{r} 7,275,619\\ -2,000\\ -60,000\\ -20,000\\ -6,201,000\\ -40,000\\ -2,000,000\\ -60,000\\ -50,000\end{array}$	$\begin{array}{r} 3,345,102.79\\ -5,381.43\\ -131,600.94\\ -29,165.00\\ -3,346,520.67\\ -12,450.36\\ -2,000,000.00\\ -42,530.00\\ -21,679.00\end{array}$	$\begin{array}{r} 304,919.95\\ .00\\ -16,619.07\\ .00\\ -446,897.15\\ -572.50\\ .00\\ -11,028.00\\ -8,732.00\end{array}$	.00 .00 .00 .00 .00 .00 .00 .00 .00	3,930,516.21 3,381.43 71,600.94 9,165.00 -2,854,479.33 -27,549.64 .00 -17,470.00 -28,321.00	145.8% 54.0% 31.1%
TOTAL WATER	-1,157,381	-1,157,381	-2,244,224.61	-178,928.77	.00	1,086,843.61	193.9%
TOTAL REVENUES TOTAL EXPENSES	-8,433,000 7,275,619	-8,433,000 7,275,619	-5,589,327.40 3,345,102.79	-483,848.72 304,919.95	.00 .00	-2,843,672.60 3,930,516.21	
53 LIGHT & POWER							
5300 Light & Power Expenses 6000 Miscellaneous 6010 Interest & Investment Earning 6020 Sale of Capital Assets 7000 Charge For Services RevProp 7010 Connection & Servicing Revenu 7030 Equipment & Facility Rent Rev 8030 Capital Contributions/Donatio	39,556,787 -122,000 -559,005 -15,000 -33,977,804 -100,000 -82,978 -550,000	39,556,787 -122,000 -559,005 -15,000 -33,977,804 -100,000 -82,978 -550,000	20,193,088.62 -157,055.77 -578,693.93 .00 -21,405,799.10 -53,144.57 -21,968.00 -357,469.55	3,083,775.34 -40,015.74 -72,196.10 -2,906,285.62 -6,237.50 -70.00 -8,084.00	.00 .00 .00 .00 .00 .00 .00 .00	$19,363,698.38\\35,055.77\\19,688.93\\-15,000.00\\-12,572,004.90\\-46,855.43\\-61,010.00\\-192,530.45$	51.0% 128.7% 103.5% .0% 63.0% 53.1% 26.5% 65.0%
TOTAL LIGHT & POWER	4,150,000	4,150,000	-2,381,042.30	50,886.38	.00	6,531,042.30	-57.4%
TOTAL REVENUES TOTAL EXPENSES			-22,574,130.92 20,193,088.62	-3,032,888.96 3,083,775.34		-12,832,656.08 19,363,698.38	

55 GOLF COURSE



#### FOR 2025 07

55 GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5500 Golf Course Expenses 6000 Miscellaneous 6010 Interest & Investment Earning 7020 Admission & Lesson Fee Revenu 7030 Equipment & Facility Rent Rev 7040 Concession & Merchandise Sale	2,044,376 -3,000 -8,000 -1,136,000 -555,000 -298,000	2,044,376 -3,000 -8,000 -1,136,000 -555,000 -298,000	1,165,428.77 -4,051.73 -28,800.35 -742,115.40 -368,123.88 -237,881.09	93,322.87 -19.65 -2,910.68 .00 .00 -328.40	.00 .00 .00 .00 .00 .00	878,947.23 1,051.73 20,800.35 -393,884.60 -186,876.12 -60,118.91	57.0% 135.1% 360.0% 65.3% 66.3% 79.8%
TOTAL GOLF COURSE	44,376	44,376	-215,543.68	90,064.14	.00	259,919.68	-485.7%
TOTAL REVENUES TOTAL EXPENSES	-2,000,000 2,044,376	-2,000,000 2,044,376	-1,380,972.45 1,165,428.77	-3,258.73 93,322.87	.00 .00	-619,027.55 878,947.23	
57 LANDFILL							
6010 Interest & Investment Earning	-288,758	0	.00	.00	.00	.00	.0%
TOTAL LANDFILL	-288,758	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-288,758	0	.00	.00	.00	.00	
58 SANITATION							
5800 Refuse Collection OperationsE 5810 Recycle CollectionOperationsE 5820 Landfill Operations Expenses 6002 Miscellaneous - Landfill 6010 Interest & Investment Earning 6012 Interest Earnings - Landfill 7000 Charge For Services RevProp 7001 Charge For ServicesRev-Recycl 7002 Charge For ServicesRev-Landfi	$\begin{array}{r} 1,674,384\\ 910,586\\ 3,392,214\\ -30,000\\ -8,000\\ 0\\ 0\\ -2,028,392\\ -628,560\\ -1,735,000 \end{array}$	1,674,384 910,586 3,392,214 -30,000 -296,758 0 -2,028,392 -628,560 -1,735,000	$\begin{array}{r} 1,100,668.53\\ 435,096.21\\ 1,185,969.51\\ -17,332.59\\ -171,960.81\\ -110,307.80\\ -1,082,680.20\\ -348,805.59\\ -1,018,165.65\end{array}$	97,898.39 45,888.27 115,673.59 -1,156.80 -21,987.05 -14,505.18 -162,791.28 -52,458.79 -96,922.59	.00 .00 .00 .00 .00 .00 .00 .00	573,715.47 475,489.79 2,206,244.49 -12,667.41 -124,797.19 110,307.80 -945,711.80 -279,754.41 -716,834.35	65.7% 47.8% 35.0% 57.8% 57.9% 100.0% 53.4% 55.5% 58.7%
TOTAL SANITATION	1,547,232	1,258,474	-27,518.39	-90,361.44	.00	1,285,992.39	-2.2%
TOTAL REVENUES TOTAL EXPENSES	-4,429,952 5,977,184	-4,718,710 5,977,184	-2,749,252.64 2,721,734.25	-349,821.69 259,460.25	.00 .00	-1,969,457.36 3,255,449.75	
59 CEMETERY							
5900 Cemetery Expenses 6010 Interest & Investment Earning	650,723 -11,000	650,723 -11,000	352,622.05 -22,763.17	42,749.82 -2,931.83	.00 .00	298,100.95 11,763.17	54.2% 206.9%



FOR 2025 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
7000 Charge For Services RevProp	-576,100	-576,100	-339,410.00	-48,850.00	.00	-236,690.00	58.9%
7050 Cemetery Burial Plot Sale Rev	-108,625	-108,625	-56,825.00	-10,300.00		-51,800.00	52.3%
TOTAL CEMETERY	-45,002	-45,002	-66,376.12	-19,332.01	.00	21,374.12	147.5%
TOTAL REVENUES	-695,725	-695,725	-418,998.17	-62,081.83	.00	-276,726.83	
TOTAL EXPENSES	650,723	650,723	352,622.05	42,749.82	.00	298,100.95	
61 COMPUTER MAINTENANCE							
4000 Charges For ServicesRev-Gover	-205,000	-205,000	-131,000.00	-131,000.00	.00	-74,000.00	63.9%
6000 Miscellaneous	0	0	-990.00	.00	.00	990.00	100.0%
6010 Interest & Investment Earning	-1,500	-1,500	488.37	-124.63	.00	-1,988.37	-32.6%
6100 Computer Maintenance Expendit	203,350	203,350	89,427.61	9,635.67	.00	113,922.39	44.0%
TOTAL COMPUTER MAINTENANCE	-3,150	-3,150	-42,074.02	-121,488.96	.00	38,924.02	1335.7%
TOTAL REVENUES	-206,500	-206,500	-131,501.63	-131,124.63	.00	-74,998.37	
TOTAL EXPENSES	203,350	203,350	89,427.61	9,635.67	.00	113,922.39	
63 LIABILITY INSURANCE							
6010 Interest & Investment Earning	-32,550	-32,550	-19,873.25	-1,741.57	.00	-12,676.75	61.1%
6300 Liability Insurance	1,054,165	1,054,165	415,929.23	261,254.30	.00	638,235.77	39.5%
7000 Charge For Services RevProp	-656,561	-656,561	.00	.00	.00	-656,561.00	.0%
TOTAL LIABILITY INSURANCE	365,054	365,054	396,055.98	259,512.73	.00	-31,001.98	108.5%
TOTAL REVENUES	-689,111	-689,111	-19,873.25	-1,741.57	.00	-669,237.75	
TOTAL EXPENSES	1,054,165	1,054,165	415,929.23	261,254.30	.00	638,235.77	
64 WORKERS' COMP INSURANCE							
6010 Interest & Investment Earning	-22,500	-22,500	-22,237.22	-2,935.32	.00	-262.78	98.8%
6400 Workers' Comp Insurance	514,814	514,814	211,026.38	91,404.63	.00	303,787.62	41.0%
7000 Charge For Services RevProp	-368,522	-368,522	-206,092.45	-27,283.01	.00	-162,429.55	55.9%
TOTAL WORKERS' COMP INSURANCE	123,792	123,792	-17,303.29	61,186.30	.00	141,095.29	-14.0%
TOTAL REVENUES	-391,022	-391,022	-228,329.67	-30,218.33	.00	-162,692.33	
TOTAL EXPENSES	514,814	514,814	211,026.38	91,404.63	.00	303,787.62	

72 RDA REVOLVING LOAN FUND



#### FOR 2025 07

72 RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
6000 Miscellaneous 6010 Interest & Investment Earning 7200 RDA Revolving Loans Expenditu	-149,713 -149,423 1,500,480	-149,713 -149,423 1,500,480	-121,536.71 -52,989.18 3,740,103.25	-15,024.81 -5,161.62 17.25	.00 .00 .00	-28,176.29 -96,433.82 -2,239,623.25	81.2% 35.5% 249.3%
TOTAL RDA REVOLVING LOAN FUND	1,201,344	1,201,344	3,565,577.36	-20,169.18	.00	-2,364,233.36	296.8%
TOTAL REVENUES TOTAL EXPENSES	-299,136 1,500,480	-299,136 1,500,480	-174,525.89 3,740,103.25	-20,186.43 17.25	.00 .00	-124,610.11 -2,239,623.25	
73 REDEVELOPMENT AGENCY							
1010 Property Tax Revenues 1040 Property Tax Increment Revenu 4000 Charges For ServicesRev-Gover 6010 Interest & Investment Earning 7300 Redevelopment Agency Expendit 8010 Transfers In	-79,000 -764,947 0 -24,000 1,763,929 0	-79,000 -764,947 0 -24,000 1,763,929 0	$\begin{array}{r} .00 \\ -400,000.00 \\ -36,000.00 \\ -37,614.20 \\ 2,520,593.04 \\ -2,400,000.00 \end{array}$	.00 -400,000.00 -6,000.00 -5,658.44 39,164.40 .00	.00 .00 .00 .00 .00 .00	-79,000.00 -364,947.00 36,000.00 13,614.20 -756,664.04 2,400,000.00	.0% 52.3% 100.0% 156.7% 142.9% 100.0%
TOTAL REDEVELOPMENT AGENCY	895,982	895,982	-353,021.16	-372,494.04	.00	1,249,003.16	-39.4%
TOTAL REVENUES TOTAL EXPENSES	-867,947 1,763,929	-867,947 1,763,929	-2,873,614.20 2,520,593.04	-411,658.44 39,164.40	.00 .00	2,005,667.20 -756,664.04	
74 CEMETERY PERPETUAL CARE							
6010 Interest & Investment Earning 7050 Cemetery Burial Plot Sale Rev 7400 Cemetery Perpetual Care Expen	-72,000 -43,000 451	-72,000 -43,000 451	-60,260.73 -36,075.00 466.08	-7,740.18 -8,150.00 84.07	.00 .00 .00	-11,739.27 -6,925.00 -15.08	83.7% 83.9% 103.3%
TOTAL CEMETERY PERPETUAL CARE	-114,549	-114,549	-95,869.65	-15,806.11	.00	-18,679.35	83.7%
TOTAL REVENUES TOTAL EXPENSES	-115,000 451	-115,000 451	-96,335.73 466.08	-15,890.18 84.07	.00 .00	-18,664.27 -15.08	
78 LANDFILL CLOSURE							
6010 Interest & Investment Earning	-45,600	-45,600	-29,485.24	-3,877.23	.00	-16,114.76	64.7%
TOTAL LANDFILL CLOSURE	-45,600	-45,600	-29,485.24	-3,877.23	.00	-16,114.76	64.7%
TOTAL REVENUES	-45,600	-45,600	-29,485.24	-3,877.23	.00	-16,114.76	

83 RAP TAX



### FOR 2025 07

83 RAP TAX	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1050 RAP Tax Revenues 6010 Interest & Investment Earning 8300 RAP Tax Expenditures	-750,000 -8,000 928,800	-750,000 -8,000 928,800	-345,755.95 -7,554.13 83,266.76	-77,252.74 -1,515.73 16.46	.00 .00 .00	-404,244.05 -445.87 845,533.24	46.1% 94.4% 9.0%
TOTAL RAP TAX	170,800	170,800	-270,043.32	-78,752.01	.00	440,843.32	-158.1%
TOTAL REVENUES TOTAL EXPENSES	-758,000 928,800	-758,000 928,800	-353,310.08 83,266.76	-78,768.47 16.46	.00 .00	-404,689.92 845,533.24	
99 INVESTMENT							
6010 Interest & Investment Earning	0	0	-656,341.50	-54,748.03	.00	656,341.50	100.0%
TOTAL INVESTMENT	0	0	-656,341.50	-54,748.03	.00	656,341.50	100.0%
TOTAL REVENUES	0	0	-656,341.50	-54,748.03	.00	656,341.50	
GRAND TOTAL	28,453,375	28,747,375	6,898,404.70	695,505.76	.00	21,848,970.30	24.0%
** END OF REPORT - Generated by Tyson Beck **							



Subject: Appoint Taylor Cook to the Bountiful City Community Service Council Author: Gary Hill, City Manager and Sophia Ward, City Recorder Date: 17 March 2025

### **Background**

Mrs. Taylor Cook has expressed interest in serving on the Bountiful City Community Service Council. She is eager to contribute to the development and improvement of community programs and initiatives, and her involvement would bring a dedicated and thoughtful perspective to the council.

### <u>Analysis</u>

Mrs. Taylor Cook's willingness to engage in community service and her desire to be involved in city initiatives make her a valuable candidate for the Bountiful City Community Service Council. Her appointment would support the council's mission of enhancing the well-being of residents and fostering a collaborative environment for community-driven projects.

### **Department Review**

This review was completed by the City Manager.

### Significant Impacts

None

### **Recommendation**

It is recommended that the council approve the appointment of Mrs. Taylor Cook to the Bountiful City Community Service Council.

### **Attachments**

None

**Subject:** TACO Replacement Pumps **Author:** Lieutenant Mike Sheldon **Department:** Police Department **Date:** March 4, 2025



### **Background**

The current water distribution system in our Police Department relies on TACO water pumps and a 3way valve for hot water, each have been in operation since 1996. TACO is the brand of the pump which circulates water in a HVAC system. These pumps and valves are critical for maintaining consistent water pressure and ensuring a reliable water supply to our building. However, recent assessments have identified several issues with the existing pipes, pumps and valves including breakdowns, inefficiencies, and increased maintenance costs.

### <u>Analysis</u>

An analysis of the current system was conducted and indicates the current system has aged significantly and is constructed of pipes of multiple diameters, causing pressure variations, flow rate and friction loss which leads to system inefficiency or failure.

Other bids were not sought because Johnson Controls already has an in-depth understanding of our current equipment, ensuring consistent and reliable maintenance. They currently provide service maintenance on this equipment. Their familiarity with our systems reduces project completion time and other potential errors, leading to more efficient operations.

The TACO water pump system is designed to circulate and transfer hot water quickly and efficiently throughout the building. There are sufficient capital funds in our FY25 budget.

The 3-way valve allows mixing, diverting, or isolating flow of water.

### **Department Review**

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

### **Significant Impacts**

Sufficient funding is budgeted to complete the project.

### **Recommendation**

Staff recommends the City Council approve a contract with Johnson Controls in the amount of \$64,112 for the replacement pumps and \$4,967 for the 3-way valve replacement for a total cost of \$69,089

### **Attachments**

Johnson Controls Proposal(s)



## PROPOSAL

Johnson Controls, INC 2255 Technology PRKWY West Valley City, UT 84119 Tel. (801) 946-5850 FAX (801) 973-4379

TO: Bountiful Justice Bldg

Date: 2/24/25

Project: Replace pumps

ATTN: Bruce

Johnson Controls is pleased to provide the following scope of work & proposal for project. Scope of work below.

Scope of work: Remove old pumps and install new TACO replacement pumps (2) Hot water pumps and motors (2) Condenser pumps (2) chilled water pumps Install new pump skids, pump and motor include new electrical Whips, no new line side electrical is included if necessary. Replace suction diffuser on all new pumps. Include new Pipe, fittings, welding as needed. Include shaft grounding on new motors,

### Total Price: \$64,112

#### EXCLUSIONS:

- Equipment pricing is upon availability and does not include any price increases
- Any work not mentioned in this proposal.
- Freight, cost increases, tariff are not included and could increase the job costs

#### CLARIFICATIONS:

- All work performed during normal working hours (8:00 AM 5:00 PM) Monday Friday
- Access to working areas shall be provided in a timely and coordinated fashion

Thank you for the opportunity to provide this proposal and we are looking forward to working with you on another successful project.

(IMPORTANT: This proposal incorporates by reference the standard terms and conditions.)

This proposal and alternates listed Below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin. This proposal is valid until:

	Purchaser		Johnson Controls, Inc.	
	Signature		Signature	-
Name:		Name:		
Title:		Title:		
Date:				

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## PROPOSAL

Johnson Controls, INC 2255 Technology PRKWY West Valley City, UT 84119 Tel. (801) 946-5850 FAX (801) 973-4379

TO: Bountiful Justice Bldg

Date: 2/24/25

Project: Replace hot water 3 way valve

ATTN: Bruce

Johnson Controls is pleased to provide the following scope of work & proposal for project. Scope of work below.

Scope of work: (1) 4 inch Globe valve and 24 volt control voltage, (1) pipe and fittings Pickup materials for the hot water 3 way valve, install the new valve and fittings for the retrofit. Leak check the new valve and set up operation. Test operation and control via the Metasys control system.

### Total Price: \$4,967 plus frt

### EXCLUSIONS:

- Equipment pricing is upon availability and does not include any price increases Any work not mentioned in this proposal. .

### CLARIFICATIONS:

- All work performed during normal working hours (8:00 AM 5:00 PM) Monday Friday
- Access to working areas shall be provided in a timely and coordinated fashion .
- Price increases, freight, Tariff, all not included and could impact final price

Thank you for the opportunity to provide this proposal and we are looking forward to working with you on another

(IMPORTANT: This proposal incorporates by reference the standard terms and conditions.)

This proposal and alternates listed Below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.		This proposal is valid until:	
Purchaser		Johnson Controls, Inc.	
Signature		Signature	
Name:	Name:		
Title:	Title:		
Date:			
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			Free and the second
			Form 975 (rav. 6/88)Printed in U.S.A

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**Subject:** Boiler Replacement **Author:** Lieutenant Mike Sheldon **Department:** Police Department **Date:** March 4, 2025



### **Background**

The Raypak boiler at the Bountiful Police Department is a critical component of our heating and hot water systems. It ensures a comfortable working environment for our employees and visitors by providing consistent heating and hot water. This boiler was installed in 1996. The typical life span of this type of boiler is 15-25 years. The current boiler does not meet the latest energy efficiency standards and is becoming increasingly difficult to service.

### <u>Analysis</u>

An analysis of the current system was conducted and indicates the current system has aged significantly and it is no longer feasible to repair the equipment. Efforts to maintain this equipment over the past several years have had limited success.

The new Laars NeoTherm NT2H800 is a high-efficiency, condensing boiler designed for commercial applications. This unit is suitable for office buildings and meets the latest efficiency and safety standards. This model is known for its high efficiency, reliability, and compliance with environmental regulations.

Other bids were not sought because Johnson Controls already has an in-depth understanding of our current equipment and has recommended the replacement of the boiler. They currently provide limitedservice maintenance on this equipment. Their familiarity with our systems reduces project completion time and other potential errors, leading to more efficient operations. There are sufficient capital funds in our FY25 budget.

### **Department Review**

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

### Significant Impacts

Sufficient funding is budgeted to complete this project.

### **Recommendation**

Staff recommends the Council approve a contract with Johnson Contols in the amount of \$44,854

### **Attachments**

Johnson Controls Proposal(s)



## PROPOSAL

Johnson Controls, INC 2255 Technology PRKWY West Valley City, UT 84119 Tel. (801) 946-5850 FAX (801) 973-4379

#### TO: **Bountiful Justice Bldg**

Date: 2/25/25

Project: Replace Raypac culinary boiler

ATTN: Bruce

Johnson Controls is pleased to provide the following scope of work & proposal for project. Scope of work below.

Scope of work: Furnish and install one 800,000 BTU hot water culinary boiler with stainless heat exchanger. Laars Neotherm NT2H800 model, remove the Raypac boiler, disconnect the water, gas and flue. Install the new Laars on the same pedestal pad. Retrofit the supply water connection and makeup air connection. Connect electrical And run a new flue using the same flue path out of the building, into the outside and attach up the wall. Set up Controls and start operation.

### Total Price: 44,854

#### EXCLUSIONS:

- Equipment pricing is upon availability and does not include any price increases .
- Any work not mentioned in this proposal. Any line voltage modifications .
- Any overtime not included if wall opening is needed for larger flue, this will be additional cost .

#### **CLARIFICATIONS:**

- All work performed during normal working hours (8:00 AM 5:00 PM) Monday Friday
- Access to working areas shall be provided in a timely and coordinated fashion

Thank you for the opportunity to provide this proposal and we are looking forward to working with you on another successful project.

(IMPORTANT: This proposal incorporates by reference the standard terms and conditions.)

This proposal and alternates listed Below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until:

Johnson Controls, Inc.

Signature

Name:	 

Title:

Purchaser

Signature

Name: Title:

Date:

Subject: Fire Hydrant Purchases Author: Kraig Christensen Department: Water Date: March 25, 2025



### **Background**

Fire hydrants play a significant role in our distribution system. Hydrants are used for fire protection, and we use them to flush after leak repairs have been made. We also use them to maintain our water quality throughout the system through our flushing program. Because of the importance of properly functioning hydrants, we replace hydrants during our annual pipe replacement projects and install hydrants during projects that require us to install a new main line for new construction.

### <u>Analysis</u>

It was during the planning for our next project that we found that by purchasing a larger quantity of fire hydrants we could get a better price per hydrant. This purchase would allow us to have the necessary fire hydrants in our inventory to

complete our scheduled pipe replacement projects and not have to wait for lead times. We would also have a few on hand that could be used when a hydrant needs to be replaced.

We asked three vendors for bids and received three bids. The bids are as follows.

- Mountainland Supply Company: \$54,822
- Core & Main \$53,167
- Ferguson Waterworks: \$52,875

### **Department Review**

This has been reviewed by the City Manager and Public Works Director.

### Significant Impacts

The purchase is a budgeted item under the Distribution Repair and Maintenance.

### **Recommendation**

It is the staff recommendation that the council approve the purchase of 15 fire hydrants from Ferguson Waterworks in the amount of \$52,875.

### **Attachments**

None

Subject: 2025 Pavement Striping Renewal Author: Charles Benson Department: Streets Date: March 25, 2025



### **Background**

Each year the Street Department coordinates the re-striping of roads throughout the City. In addition to center and shoulder lines, the crosswalks, turn arrows and pavement messages ("school", "30 mph", etc.) are included. Approximately 92 miles of striping is refreshed each year. All Star Striping / Road Safe Traffic Systems Inc. has the contract to provide this service to the City. This contract includes an annual contract extension clause which would allow renewals for up to 5 years. They are very familiar with the City's needs and expectations, and staff has full confidence in their ability to complete this work.

## <u>Analysis</u>

All Star Striping / Road Safe Traffic Systems Inc. has requested a renewal for FY26 with an increase in unit price to cover the rising cost of materials.

FY 26 quote	\$160,048	
FY 25 cost	<u>\$149,524</u>	
	\$ 10,524	Increase over last year

## **Department Review**

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

### Significant Impacts

Funding for this work has been included in the Street Department's Operating Supplies budget line item for FY2026.

### **Recommendation**

It is recommended that the City Council accept the proposal of All Star Striping / Road Safe Traffic Systems Inc. and extend the contract for FY26 at the unit prices quoted.

### **Attachments**

none



Subject:Power Department Dispatch Center Lighting<br/>approval for Shupe ElectricAuthor:Allen Ray JohnsonDepartment:Light & PowerDate:March 25, 2025

### **Background**

The power department Dispatch Center was constructed in 2011. The building has some of the early LED lighting and control equipment installed. The lighting and controls are failing, and they need to be replaced.

We contacted three local electrical contractors to obtain quotes to update the lighting equipment.

### <u>Analysis</u>

We have received the following quotes.

Contractor	Total
Shupe Electric	\$33,571
Hunt Electric	\$36,730
JP Electric	incomplete

We met with JP Electric to go over their quote, and they discovered that they had missed several items and were not able to complete the project with the quote they provided.

### **Department Review**

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

### Significant Impacts

The funds for the Dispatch Center lighting will be from the plant account 535300-448613.

### **Recommendation**

Staff recommend approval of the quote from Shupe Electric to update the dispatch lighting equipment for the total amount of \$33,571.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

### Attachments None



Subject:Northwest Substation Relay Panel purchase from<br/>Specialty ElectronicsAuthor:Allen Ray Johnson, DirectorDepartment:Light & PowerDate:March 25, 2025

### **Background**

We are planning a complete rebuild of our Northwest Substation which was originally constructed in the early 1970's. It is located to the east of the Viewmont High School football field, with access coming off 1350 North at 63 West, Bountiful, Utah.

This rebuild project is tentatively scheduled to begin in September 2025. We are planning to have the new substation completed and back in service by or before June 2026. If all the equipment and materials needed for the project cannot be received in time to meet this schedule, we may need to postpone the demolition and reschedule the in-service date.

We are in the process of bidding out all the new equipment and materials to determine the actual start time for this project.

The new substation will include new Relay Panels that will monitor and control the equipment in the substation.

### <u>Analysis</u>

We invited five manufacturers to bid on the Relay Panels and received the following bids.

Local Sales Rep.	Manufacturing		
(Transformer Manufacturer)	Plant Location	<b>Total Price</b>	Delivery
Specialty Electrics, Inc.	Powell, Wyoming	\$180,375	28 weeks
Schweitzer Eng. Laboratories	Mexico	\$180,892	15 weeks
Phasr Industries	Hurricane, Utah	\$184,389	18 weeks
	Salt Lake City,	\$185,394	
Instrument Control Center	Utah		14 weeks
	Salt Lake City,	\$199,385	
Gexpro	Utah		16 weeks

The results for the bid opening are as follows:

We have experience with the Specialty Electrics product. They provided the Relay Panels for the new 138 Substation in 2018.

City Council Staff Report Northwest Substation Relay Panel purchase from Specialty Electronics March 25, 2025 Page **2** of **2** 

### **Department Review**

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

### Significant Impacts

The Relay Panels will be purchased from account 535300-474790, NW Substation.

### **Recommendation**

Staff recommend approval of the Specialty Electrics Relay Panel bid of \$180,375.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

### **Attachments**

None



Subject:	Echo Hydro Transmission Line Material Purchase From Anixter-Wesco
Author:	Allen Ray Johnson
Department:	Light & Power
Date:	March 25, 2025

### **Background**

In the upcoming FY 2025-26 budget we have identified the need to perform fire mitigation work on the Echo hydro transmission line. The Echo line is approximately 40 years old and 26 miles long. Over the years inspections and outages have revealed a couple of insulator failures. It is time to do preventive maintenance on this line. This work will consist of replacing crossarms, insulators, and pole gains. The work will take place in multiple phases over the next four to five years.

### <u>Analysis</u>

The crossarms and insulators will be used to rebuild the first phase of the Echo transmission line. Specifications and an invitation to submit a quote for the material were sent out to two (3) major suppliers. The quotation is for the following quantities:

- (20) Crossarms varying in length from 11 feet 6 inches to 25 feet
- (114) 69 KV Deadend Suspension Insulators
- (12) Horzizontal Post Poly Insulators
- (100) Pole gains

Distributors/Manufacture	Total switch Cost	Delivery
Anixter-Wesco Salt Lake City, Utah	\$36,841	16 weeks
Alpha Power systems Woods Cross, Utah	\$61,737	6-18 weeks
Irby Utilities West Valley, Utah	Incomplete quote	Incomplete quote

### **Department Review**

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

City Council Staff Report Echo Hydro Transmission Line Material Purchase From Anixter-Wesco March 25, 2025 Page **2** of **2** 

### Significant Impacts

The arms, insulators and pole gains will be purchased and designated to the Echo Hydro Transmission maintenance account #535300-448631.

### **Recommendation**

Staff recommends the approval of the quote for crossarms, insulators and pole gains from Anixter-Wesco for the total sum of \$36,841.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

### **Attachments**

None

Subject:Power Poles Purchase from Stella-JonesAuthor:Allen Ray Johnson, DirectorDepartment:Light & PowerDate:March 25, 2025



### **Background**

Our Inventory of distribution wood power poles is running low, and we need to replenish it. The poles will be used to replace damaged or rotten poles on the system and for new construction projects throughout the city.

We also need two (2) 70-foot transmission wood poles for the Northwest Substation rebuild project.

### <u>Analysis</u>

We have received quotes for these poles from Stella-Jones in Tacoma, Washington. They are a single source item because no other supplier provides butt treated poles.

Quantity	Description	Price Each	Total	Delivery
25	35-foot class 3 wood pole	\$868.36	\$21,709	11-12 weeks
25	45-foot class 3 wood pole	\$1,311.08	\$32,777	11-12 weeks
2	70-foot class 1 wood pole	\$3,919.50	\$7,839	11-12 weeks

### **Department Review**

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

### Significant Impacts

The 50 Distribution poles will be purchased and placed into inventory until they are used, and the two 70-foot Transmission poles will be purchased from the Northwest Substation capital account 535300-474790.

### **Recommendation**

Staff recommend approval of the pole purchase from Stella-Jones for the total amount of \$62,325.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

### **Attachments**

None

### Total Quote=\$62,325

Subject:Directional Boring Bid Approval for Salt City DrillingAuthor:Allen Ray Johnson, DirectorDepartment:Light & PowerDate:March 25, 2025



### <u>Background</u>

We have several underground distribution circuits and streetlight circuits throughout our system that need to have new conduit and wire installed. These projects are designed to increase the system reliability, provide additional capacity and back up to our system, and repair existing lights that no longer work. To minimize the inconvenience to residents and limit the restoration of property we have requested bids from contractors to install these conduits using directional boring. There is one (1) Distribution Feeder System Project and three (3) Streetlight Projects sites (see attached maps), each bore consists of 1 to 4 conduits, with 7,460 total linear feet.

### <u>Analysis</u>

Specifications were sent out to boring contactors, and we received six (6) sealed bids. A bid opening was held on March 14, 2025.

The results are as follows:

Company / Location	Bid Price
Salt City Drilling, West Bountiful, Ut	\$306,376
BMEI, Salt Lake City, Ut	\$389,719
Down Under Construction, North Salt Lake, Ut	\$407,711
Hunt Electric, Inc. Salt lake City, Ut	\$491,710
Americom Tech. LLC West Valley, Ut	\$574,269
Renegade, Salt Lake City, Ut	\$593,413

### **Department Review**

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

### **Significant Impacts**

This work is identified in the FY 2024-25 budget and is within the identified budget. The projects will be funded from two different accounts, 573 Feeder Upgrade capital account and Streetlight maintenance account.

City Council Staff Report Directional Boring Bid Approval for Salt City Drilling March 25, 2025 Page **2** of **6** 

### **Recommendation**

Staff recommends the approval of the low bid from Salt City Drilling for the sum of \$306,376.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

### **Attachments**

Maps

City Council Staff Report Directional Boring Bid Approval for Salt City Drilling March 25, 2025 Page **3** of **6** 

### Maps of Bore Project Distribution Bore

1800 South to 2223 South and SR 68



City Council Staff Report Directional Boring Bid Approval for Salt City Drilling March 25, 2025 Page **4** of **6** 

## **Streetlight Bores**

795 South Main Street



City Council Staff Report Directional Boring Bid Approval for Salt City Drilling March 25, 2025 Page **5** of **6** 



250 East 2300 South

### City Council Staff Report Directional Boring Bid Approval for Salt City Drilling March 25, 2025 Page **6** of **6**



Vineyard Drive and Moss Hill Drive

Subject:Dispatch Center Inverters from LTI Power SystemsAuthor:Allen Ray Johnson, DirectorDepartment:Light & PowerDate:March 25, 2025



## **Background**

The Power Department Dispatch Center has a battery backup system that includes two inverters that convert the DC battery power to AC power. This system supports the Dispatch Center computers, radios, supervisory control and data acquisition (SCADA) and other equipment in the Dispatch Center during power outages. These inverters were installed in 2012 and one of the inverters has failed.

## <u>Analysis</u>

We have contacted the manufacturer that originally supplied the inverters and determined that it will be better to replace the entire inverters rather than replacing individual components as they fail.

The inverters cost \$16,059 each and the total cost to replace both Inverters is \$32,118.

### **Department Review**

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

### Significant Impacts

The Inverters will be purchased from the Plant Equipment Repairs account 535300-448614.

### **Recommendation**

Staff recommend the approval of two Inverters from LTI Power Systems for \$32,118.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

## **Attachments**

None

Subject:	Southeast Sub Battery System Replacement from Power & Tel
Author:	Allen Ray Johnson, Director
Department:	Light & Power
Date:	March 25, 2025



The Southeast Substation is located at 870 East San Simeon Way (2300 South) Bountiful, Utah. The battery system at this substation was installed in 2015. Typically, a battery system will last anywhere from 10 to 15 years. Unfortunately, this one is on the shorter end. Our Substation Technicians test and inspect the battery systems at all our substations and at the power plant every three months. The last time they tested the Southeast Substation battery they found one cell had failed and another cell was in poor condition.

We have requested quotes from two battery system suppliers that we have purchased from in the past.

## <u>Analysis</u>

We have received the following quotes.

Contractor	Total	Delivery	
Power & Tel	\$24,632	12-16 weeks	
Power Products Services	\$40,902	12 weeks	

### **Department Review**

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

### **Significant Impacts**

The battery system will be purchased from the substation account 535300-448639.

### **Recommendation**

Staff recommend approval of the low quote from Power & Tel to replace the battery system with the total cost of \$24,632.

This item will be discussed at the Power Commission meeting Tuesday morning, March 25, 2025, and we will bring their recommendation to the City Council meeting that night.

## **Attachments**

None

**Subject:** Release of Easement at 4391 S Bountiful Blvd **Author:** Lloyd Cheney, City Engineer **Department:** Engineering **Date:** March 25, 2025



## <u>Background</u>

Linh Tran, owner of the property located at 4391 S Bountiful Blvd has requested the release of the 7 ft wide Public Utility Easement along the side yard property line to accommodate the construction of a detached garage.

## <u>Analysis</u>

Lot 166 of the Bountiful Ridge Subdivision, Phase 1 was recorded with a 7 ft wide Public Utility Easement adjacent to each and every property line which defines the lot. This is a very unusual situation for any single lot, when the typical practice is to create a side yard utility easement adjacent to one side property line.

Having reviewed the configuration of easements in the adjoining properties, there is sufficient connectivity through the remaining easements to serve the properties along Bountiful Blvd and the properties which front on Sunset Circle to the east.



Figure 1 Proposed Easement Release at 4391 S Bountiful Blvd.

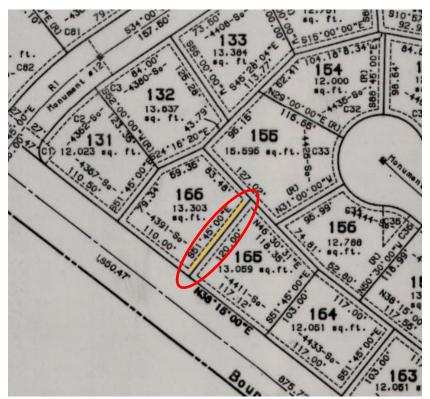


Figure 2 Perimeter 7 ft Utility Easements Recorded on Lot 166, Bountiful Ridge Subdivision, Phase 1.

Signatures have been collected from the utility companies agreeing to the release of the designated segment.

### **Department Review**

This report has been reviewed by the City Manager.

### Significant Impacts

No significant impacts are anticipated.

### **Recommendation**

• Staff recommends the City Council authorize the release of the Public Utility Easements on Lot 166 of the Bountiful Ridge Subdivision, Phase 1 as shown in the staff report and as described by the legal description.

### **Attachments**

- Exhibit depicting the locations of the requested release of easement
- Legal description of the portion of the easement to be released
- Utility signatures & associated documentation

### RELEASE OF EASEMENT

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

#### SEE ATTACHMENT

## UTILITY COMPANY APPROVAL

Bountiful City Engineer	Date
Bountiful Light & Power R. alan Fands	Date <u>3-17-25</u>
Bountiful Subcon. District <u>Fier</u>	Date <u>1/13/25</u>
Dominion Energy_ See ATTACHED LETTER_	_Date
Century Link	Date
Bountiful Water	Date 1-13-2025
South Davis Sewer	Date 1/13/2025
South Davis Water	Date 1-13-25
Comcast Television Set Annanio Letter	Date
Weber Basin WaterN/A	Date

Release of the easement described above was authorized by the action of the Bountiful City Council on the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

Dated this	_day of	an an an an an an Alaska Maringa Garage at aga an	, 20	ŕ
Mayor				
Attest:				
City Record	er			

T.	TT 1	. 1	21	0	2022
Form	Upc	lated	21	Sept.	2023



#### Vacated Easement Description

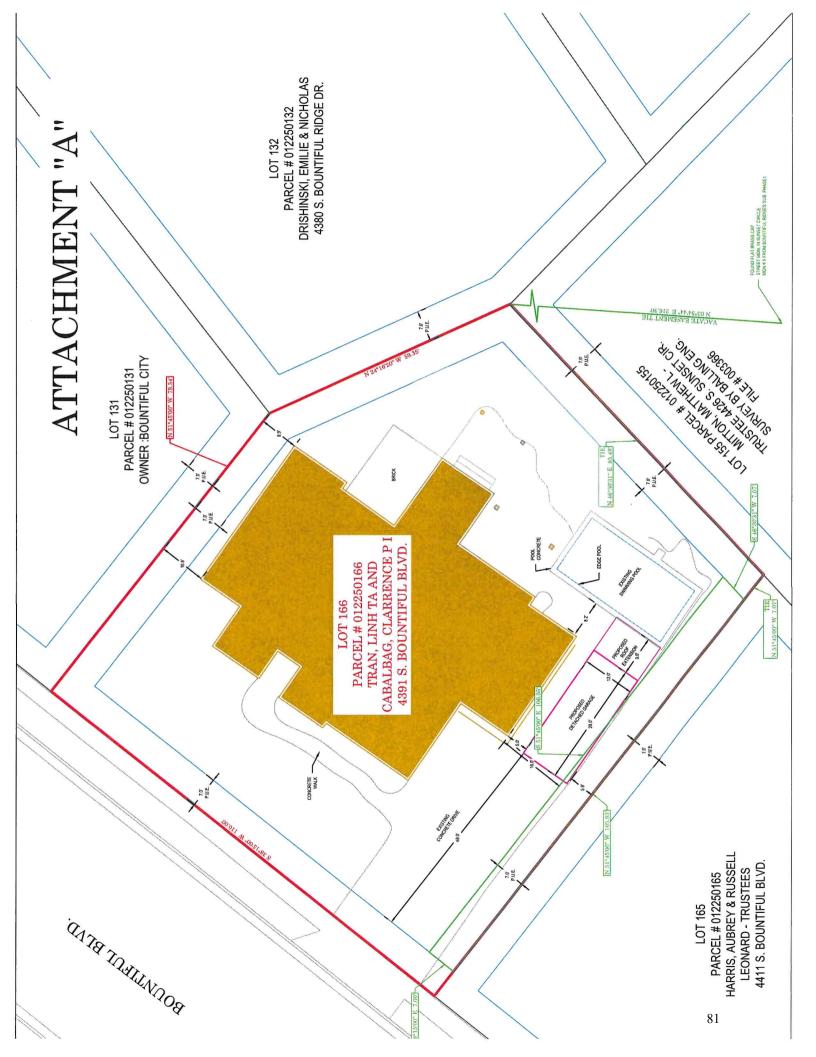
#### Lot 166 Bountiful Ridge Phase 1 Subdivision

### 2/25/2025

Beginning at a point that is located N 03°54' 44" E a distance of 216.30 feet to the Northeast corner of Lot 166 of the Bountiful Ridge Phase 1 Subdivision from the brass cap and monument in the center of Sunset Circle and identified as Monument # 5 in the said subdivision, thence along said Lot 166 the following 2 calls, S 46°30'31" W a distance of 83.48 feet, thence N 51°45'00" W a distance of 7.07 feet to the point of beginning.

Thence N 51° 45' 00" W a distance of 105.93 feet, Thence N 38° 15' 00" E a distance of 7.00 feet, Thence S 51° 45' 00" E a distance of 106.95 feet, Thence S 46° 30' 31" W a distance of 7.07 feet to the point of beginning

Containing 745 Sq. Feet or 0.02 acres





Comcast Cable Communications, Inc. 1350 E. Miller Ave. Salt Lake City, Utah 84106 801-401-3041 Tel 801-255-2711 Fax

December 18, 2024

Linh Tran 4391 South Bountiful Blvd Bountiful, UT 84010

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the South and West property lines of 4391 South Bountiful Blvd, Bountiful, UT as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

annette Harm

Annette Harm Authorized Representative



1/16/25

NO OBJECTION

#### SUBJECT: Encroachment P864375 4391 S. Bountiful BLVD Bountiful, UT 84010

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK, QC ("CENTURYLINK") has reviewed the request for the subject encroachment and has determined that CenturyLink does not have facilities within the subject public right of way/easement area as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this encroachment shall not reduce our rights to any existing easement or rights we have on this site or in the area.

This No objection response is submitted WITH THE STIPULATION that IF any CenturyLink Facilities are found and/or damaged or require relocation as a result of said Improvements within the ROW as described, the Applicant will bear the cost of relocation and/or repair of said CenturyLink facilities.

Please forward this letter of approval as you see fit.

Sincerely, /s/ CenturyLink Right of Way Team

Space above for County Recorder's use PARCEL I.D.# 012250166

#### DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Davis County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 166, Bountiful Ridges Subdivision, located in the Northwest quarter of Section 7, Township 1 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on December 12, 2024.

QUESTAR GAS COMPANY Dba Enbridge Gas Utah

Authorized Representative

STATE OF UTAH ) ) ss. COUNTY OF SALT LAKE )



Notary Public



Subject:Approval of Lease with Lucky Slice LLCAuthor:Bradley JeppsenDept:City AttorneyDate:March 25, 2025

## **Background**

Bountiful City owns the commercial property located at 135 S Main Street, Bountiful, Utah. Lucky Slice LLC has expressed interest in leasing this property for the purpose of operating a restaurant. The proposed lease agreement establishes the terms and conditions under which Lucky Slice LLC will occupy the premises.

## Key Lease Terms

- **Term:** The lease begins on December 1, 2025, with an initial term of five (5) years. The lease includes two (2) automatic five-year renewal terms, followed by successive six-month renewal periods unless terminated by either party.
- **Rent:** Tenant will pay the greater of:
  - Base Rent: \$4,000 per month.
  - Percentage Rent: 6% of gross sales from the premises, payable monthly.
- **Annual Rent Increase:** Base rent increases by 3% annually.
- **Use of Premises:** The Tenant will operate a pizza restaurant and must maintain a professional and lawful business presence.
- **Right of First Refusal:** If the City decides to sell the property, Lucky Slice LLC will have the first right to purchase it on the same terms as a third-party offer.

## <u>Analysis</u>

This lease agreement provides a long-term, stable tenant for the property while ensuring that the City retains control over the premises' upkeep and future sale. The rental terms, including base rent and percentage rent, offer financial benefits to the City while allowing Lucky Slice LLC the opportunity to grow its business in Bountiful.

## **Department Review**

This staff report was prepared by the City Attorney in consultation with the City Manager.

## Recommendation

It is recommended that the City Council approve the lease agreement between Bountiful City and Lucky Slice LLC for the property at 135 S Main Street.

## **Significant Impacts**

Approval of this lease will provide ongoing revenue to the City and support local business growth while ensuring proper maintenance and operation of the premises.

## Attachments

• Lease Agreement between Bountiful City and Lucky Slice LLC

#### COMMERCIAL BUILDING LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into as of \_\_\_\_\_\_ by and between Bountiful City ("Landlord"), and Lucky Slice aka Lucky Slice LLC ("Tenant").

Whereas it is the desire of Bountiful City to rent the Property to Lucky Slice;

Whereas it is the desire of Lucky Slice to lease the Property for the purpose of operating a restaurant.

Whereas it is in the best interests of both parties to approve the lease according to the terms listed below.

- 1. Effective Date: The effective date of this agreement shall be the \_\_\_\_\_ day of
- 2. **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the building located at 135 S Main Street in Bountiful Utah, (the "Premises"), which consists of a total of 4,078 square feet, with 2,278 square feet on the main floor and 1,800 square feet in the basement, for the term and upon the conditions set forth herein.
- 3. Term. The term of this Lease shall commence on December 1<sup>st</sup>, 2025, (Commencement Date) and shall continue for a period of five (5) years (the "Initial Term"), unless sooner terminated or extended as provided herein. The lease shall automatically extend for two (2) additional five (5) year terms (each, an "Option Term"). Following the expiration of the third five (5) year term, this Lease shall automatically renew for successive six (6) month intervals (each, a "Renewal Term"), unless terminated as provided in this Lease. The Commencement Date may be modified by either party for up to 30 days. Any modification of the Commencement Date more than 31 days must be done by agreement of both parties at any time prior to the Commencement Date.
- 4. **Early Possession.** Tenant shall be entitled to take possession of the Premises for a period of up to sixty (60) days prior to the Commencement Date (the "Early Possession Period") for the purpose of outfitting the Premises for use as a restaurant. During the Early Possession Period, Tenant shall not be required to pay rent, and such period shall not be counted toward the term of this Lease. Tenant's possession of the Premises during this period shall be subject to all other terms and conditions of this Lease, except those related to rent
- 5. **Rent.** Tenant shall pay the **greater** of the Base Rent or the Percentage Rent.
  - a. **Base Rent:** Tenant shall pay to Landlord base rent in the amount of Four Thousand Dollars (\$4,000.00) per month (the "Base Rent"), due and payable in advance on the 15<sup>th</sup> of each calendar month, without demand, deduction, or offset, or

- b. **Percentage Rent:** Tenant shall pay Landlord six percent (6%) of the gross profits (the "Percentage Rent") earned by Tenant at the Premises during each calendar month. Gross profits shall be calculated as Tenant's total revenue from the Premises less any applicable sales tax or other government-imposed taxes.
- c. **Payment Schedule:** If the Percentage Rent exceeds the Base Rent in any calendar month, the Tenant shall remit the additional amount to Landlord by the 15th day of the following month, accompanied by an accounting statement detailing gross profits.
- 6. **Annual Rent Increase.** Beginning on the first anniversary of the Commencement Date, and on each anniversary thereafter, the Base Rent shall automatically increase by three percent (3%) of the Base Rent in effect during the immediately preceding year.
- 7. **Use of Premises.** Tenant shall use the Premises solely for the operation of a pizza restaurant and for no other purpose without Landlord's prior written consent.
- 8. **Maintenance and Repairs.** Landlord shall be responsible for maintaining the structural components of the Premises, including the roof, foundation, and exterior walls. Tenant shall be responsible for maintaining the interior of the Premises and all fixtures, equipment, and systems therein in good repair, reasonable wear and tear excepted.
- 9. Landlord's Right of Access. The Landlord shall have the right to enter the leased Premises for the purposes of inspection, maintenance, repairs, or any other reasonable purpose related to the operation and upkeep of the property, provided that the Landlord gives the Tenant at least forty-eight (48) hours' prior written notice. In the event of an emergency that poses an immediate risk to the property, the Tenant, or others, the Landlord shall have the right to enter the premises without prior notice and shall notify the Tenant as soon as practicable.
- 10. Utilities. Tenant shall be responsible for and shall promptly pay all charges for utilities and services used at the Premises, including but not limited to electricity, gas, water, sewer, trash removal, and internet.
- 11. **Insurance.** Landlord shall maintain insurance covering the building, excluding Tenant's personal property and fixtures. Tenant shall procure and maintain, at its own expense, commercial general liability insurance and property insurance covering Tenant's personal property and fixtures.
- 12. **Taxes.** Landlord shall be responsible for real property taxes assessed against the Premises. Tenant shall be responsible for any personal property taxes assessed against Tenant's equipment and inventory.
- 13. **Gross Sales Definition.** For the purposes of this Lease, "gross sales" shall mean the total revenue generated by Tenant from all business activities conducted at the Premises, whether for cash, credit, or barter, without deductions for costs of goods sold, operating expenses, or other expenses. Gross sales shall exclude the following:

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Commercial Building Lease between Bountiful City (Landlord) and Lucky Slice Bountiful LLC (Tenant).

- a. Refunds, credits, and allowances granted by Tenant to customers for returned or defective goods;
- b. Sales taxes, excise taxes, and other taxes collected from customers and remitted to governmental authorities;
- c. Sales of fixtures, equipment, or property not part of Tenant's ordinary course of business; and d. Receipts from the operation of vending machines, if any, not owned by Tenant.
- 14. **Gross Sales Reporting.** Tenant agrees to submit to Landlord, upon request, a report that shows in reasonable detail the amount of gross sales made from the Premises. Such reports shall be provided within a reasonable time after the request and shall include sufficient documentation to verify the reported gross sales.

### 15. Termination.

- a. **End of Term Termination:** Either party may terminate this Lease at the end of the Initial Term, any Option Term, or any Renewal Term by providing the other party with written notice at least sixty (60) days prior to the expiration of the thencurrent term.
- b. **Termination for Breach:** Either party may terminate this Lease in the event of a material breach by the other party. The non-breaching party shall provide written notice specifying the nature of the breach and shall allow the breaching party sixty (60) days to cure the breach. If the breach is not cured within such time, the non-breaching party may terminate this Lease by providing further written notice.
- 16. **Right of First Refusal.** In the event Landlord decides to sell the Premises during the term of this Lease or any extensions thereof, Tenant shall have the right of first refusal to purchase the Premises on the same terms and conditions as any bona fide offer received by Landlord. Landlord shall provide written notice to Tenant of the terms of such offer, and Tenant shall have thirty (30) days from the date of such notice to exercise its right of first refusal by delivering written notice to Landlord. If Tenant does not exercise its right within the specified time, Landlord may proceed with the sale to the third party under the terms provided.
- 17. **Fixtures.** Landlord shall deliver the Premises as a bare building, with no fixtures provided other than bathrooms, heating and air conditioning systems, and a grease trap. Tenant shall be responsible for all minor repairs and maintenance of the provided fixtures, including but not limited to the regular evacuation and cleaning of the grease trap.
- 18. **Operation of a Restaurant.** Tenant agrees to be open for business fully fixtured, stocked and staffed and to operate one hundred percent (100%) of the Premises during the entire Rental Term of this Lease unless prevented from doing so because of fire, accident, or acts of God, and to conduct its business at all times in a high

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class and reputable manner. After Tenants initial opening, if Tenant fails to operate within the Premises, in addition to all other remedies available to Landlord under this Lease and at law, Tenant shall pay, as liquidated damages, the amount of Five Hundred Dollars (\$500.00) per day for each day that Tenant is not open and operating, which liquidated damages shall be in addition to all other amounts due under this Lease.

- 19. Prohibited Uses. Tenant shall not use, occupy, permit, or suffer the use of the Premises by any contractor, licensee, permittee, agent, employee, invitee, guest, and/or any other person, in any manner that would be a violation of any State, Federal or Local laws. Including but not limited to: the use, sale, possession, cultivation, manufacture, distribution, storage, handling, possession, marketing and/or other use of any controlled substance, regardless of whether such use or occupancy is lawful under any conflicting law Tenant shall not permit operation of amusement devices or coin-operated vending devices without prior written permission of Landlord. No second-hand store, auction, liquidation, going out of business, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord. Tenant agrees that it shall conduct its business in the Premises during the hours established for the Development by Landlord, and on all business days, and shall conduct such business in a lawful manner and in good faith and in such manner that Landlord shall at all times receive the maximum amount of rent for the operation of such business in and upon the Premises. Tenant shall not use the sidewalks adjacent to the Premises for business purposes without the prior written consent of Landlord.
- 20. **Delivery of the Building.** Landlord has constructed and/or remodeled the Premisis. Tenant is leasing the Premises in "as is" condition. It is agreed that by taking possession of the Premises as a tenant, Tenant formally accepts the same and acknowledges that the Premises is in the condition called for hereunder.
- 21. Governing Law: This Lease shall be governed by the laws of the State of Utah
- 22. Entire Agreement: This Lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.
- 23. **Landscaping.** Maintenance of landscaping is the responsibility of the Tenant. Any substantial change to existing landscaping, including the removal of trees, shrubs, cement or walls, must be approved in advance in writing by the City.
- 24. **Parking, Sidewalks, Snow Removal.** The Tenant shall be entitled to use any parking spaces designated for the property's use. The Tenant will remove snow from the sidewalk on Main Street

- 25. **Indemnification.** The City and the Tenant shall each be responsible for their own negligent or wrongful acts and those of their respective employees and agents, and each shall indemnify and hold the other harmless from liability resulting from such conduct.
- 26. **Nondiscrimination.** The Tenant agrees that it will not discriminate against anyone on the basis of race, color, national origin, age, religion, sex or handicap.
- 27. **Notices:** All notices under this Lease shall be in writing and shall be deemed given when delivered personally, sent by certified mail, or delivered by a recognized courier service to the addresses below:

Bountiful City	Lucky Slice Bountiful
City Manager	Attn: Nicholas S. VanArsdell
City of Bountiful	3560 Riverdale Rd
790 South 100 East	Ogden, UT 84405
Bountiful, Utah 84010	

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

**Landlord:** Bountiful City By: Gary Hill

Signature: \_\_\_\_\_ Title: City Manager Date: \_\_\_\_\_

State of Utah County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, before me, Sophia Ward a Notary Public in and the State of Utah, personally appeared Gary Hill who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public My Commission Expires: \_\_\_\_\_ Notary Seal: (Affix Seal Here)

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**Tenant:** Lucky Slice Bountiful LLC. By: Nicholas VanArsdell

Signatu	ire	 	
Title: _			
Date: _		 	

State of Utah County of \_\_\_\_\_

On this \_\_\_\_\_day of \_\_\_\_\_\_, 2025, before me, \_\_\_\_\_\_- a Notary Public in and for the State of Utah, personally appeared Nicholas VanArsdell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal.

Notary Public My Commission Expires: \_\_\_\_\_ Notary Seal: (Affix Seal Here)