

# BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, June 16, 2020

**6:00 - Work Session**

**7:00 p.m. - Regular Session**

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

*Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged not to attend in person and to view the meeting online. The link to view the meeting can be found on the Bountiful City website homepage. If there is a public hearing listed on the agenda that you would like to submit a comment for, please email that comment prior to the meeting to [info@bountifulutah.gov](mailto:info@bountifulutah.gov) and indicate in the email if you would like your comment read at the meeting.*

## AGENDA

### **6:00 p.m. – Work Session**

1. Public survey by Y2 Analytics – Mr. Gary Hill p. 3
2. Fiscal Year 2020 internal Assessment of Risks discussion – Mr. Tyson Beck p. 19

### **7:00 p.m. – Regular Session**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on May 26, 2020 p. 23
4. Council Reports
5. BCYC Report
6. Consider approval of:
  - a. Expenditures greater than \$1,000 paid May 18 & 25, June 1, 2020 p. 31
  - b. April 2020 Financial Report p. 35
7. Consider adoption of Ordinance 2020-04 amending Chapter 15, Title 6 of the Bountiful City Municipal Code – Mr. Todd Christensen p. 49
8. Consider approval of the purchase of a Genie 50' articulating man-lift from Equipment Share in the amount of \$49,636 – Mr. Brock Hill p. 71
9. Consider approval of a five-year lease agreement for Toro equipment from Turf Equipment & Irrigation, Inc. in the annual amount of \$81,472 – Mr. Brock Hill p. 75
10. Consider approval of the purchase of a police vehicle from Tony Davino Toyota in the amount of \$26,383 – Asst. Chief Ed Biehler p. 105
11. Consideration for adoption - FY 2020 Amended Budget and FY 2021 Final Budget with related items - Mr. Galen Rasmussen p. 106
  - a. Public Hearing on the FY2021 transfer of funds from Light and Power Fund to General Fund
  - b. Public Hearing on the FY2021 transfer of funds from the Landfill Fund to the Recycling Fund
  - c. Consideration of Resolution 2020-06 forgiveness of interfund loan between the Landfill Fund and the Water Fund
  - d. Public Hearing on the FY2020 Amended Budget and the FY2021 Final Budget
  - e. Consideration of Ordinance 2020-03 adopting amended and final budgets, approving rates and fees, related policies, and adopting compensation schedules
12. Fiscal Year 2020 Internal Assessment of Risks – Mr. Tyson Beck p. 19
13. Consider approval of updates to the City's Personnel Policy manual – Mr. Clinton Drake p. 123
14. Consider approval of the City Code updates as they apply to procurements – Mr. Clinton Drake p. 127
15. Consider approval of Renaissance Towne Centre Pad Site 16 (Lot 12) Final Architectural and Site Plan Review– Mr. Francisco Astorga p. 131
16. Consider approval of Ordinance 2020-06 amending the Zone Map at 189 South 200 West from General Commercial (C-G) to Mixed-Used Residential (MXD-R)- Mr. Francisco Astorga p. 153
17. Consider final approval of the Stone Creek Estates Subdivision, Phase III – Mr. Lloyd Cheney p. 175
18. Consider awarding the CM/GC contract for the Street Dept. Car Wash Replacement Project to the Wadman Corporation– Mr. Lloyd Cheney p. 183
19. Adjourn to an RDA meeting with a separate agenda

  
City Recorder



# City Council Staff Report



**Subject:** Community Survey regarding Washington Elementary  
**Author:** Gary Hill  
**Department:** Administration  
**Date:** June 16, 2020

---

## **Background**

The Davis School District (DSD) closed Washington Elementary in Bountiful in June 2019. The District has given Bountiful City the right of first refusal to purchase the property. The entire parcel is slightly larger than 10 acres including parking. It is zoned R-4 (Residential, 4 Units per Acre). Surrounding uses include commercial, single family, and multi-family.

The City has received consistent feedback from residents that Bountiful does not have enough field space for activities like football, soccer, baseball, lacrosse, etc., It would be desirable to purchase the property, but a tax increase is likely necessary.

Prior to the COVID-19 outbreak, the City Council was considering asking voters to approve a General Obligation Bond to purchase and improve the property. The bond could be paired with a request for funding to improve the City's trail network. The concern of the City Council is if now is an appropriate time to ask voters to approve a G.O. Bond and associated property tax increase.

The potential of a survey and or focus group was discussed as a way to gauge residents' feelings. After consulting with several other cities, Y2 Analytics was recommend almost universally as a reliable survey company.

## **Analysis**

Y2 has provided a preliminary cost and scope of services for the City to consider. More importantly, Y2 Vice President of Research Kylee Gibb will attend the work session on June 16<sup>th</sup> to share her perception of the issue and answer questions about the potential venefits of a survey.

## **Department Review**

This report was written by the City Manager.

## **Significant Impacts**

One advantage of a G.O. bond is that it gives voters the ability to decide directly if they support a proposed project or not. It's a good tool for projects that are "wants" (such as a new park) vs "needs" such as roads or buildings.

**Recommendation**

This item is for discussion only.

**Attachments**

Proposal from Y2 Analytics



# **BOUNTIFUL CITY BOND VIABILITY RESEARCH PROPOSAL**

**JUNE 2020**

Contact:  
Y<sup>2</sup> Analytics  
Attn: Kyrene Gibb  
15 W South Temple, Suite #1630  
Salt Lake City, UT 84101  
P: 801.541.6460

## QUALIFICATIONS & EXPERIENCE

Y<sup>2</sup> Analytics is a market research and data analysis group with extensive experience measuring and analyzing public opinion across the country. Our team includes sixteen seasoned researchers, capable analysts, veteran consultants, and database specialists. Locally based in Salt Lake City, we are well positioned to work with the Willard City officials to deliver public opinion insights.

Our formal history as a company is brief, although our researchers have been designing and executing public opinion research throughout the U.S. for over 30 years. Since our incorporation in 2013, we have had the privilege of working with a majority of the largest municipalities in Utah and on nearly every major public policy initiative in the state, in addition to conducting research for a variety of corporate and political clients.

We know the importance of seeing the big picture, and we take pride in illuminating that picture through accurate public opinion research. We have been pleased to help four of Utah's largest school districts successfully navigate their respective political environments to pass bond measures funding buildout or much needed repairs within their boundaries, and our work with cities and counties has enabled dozens of elected officials to make important policy decisions informed by a representative sample of their residents.

While we are passionate about rigorous quality and advanced statistical analysis, we pride ourselves on translating often overwhelming amounts of data into clear, actionable information. Our intent is to offer municipal clients statistically valid public opinion information when they need it, how they need it, at a price that lets them get it regularly.

# RESEARCH OBJECTIVES

All of our research design begins with the objectives of our client. Our understanding is that Bountiful City is interested in exploring a potential general obligation bond for the ballot this November. In our view, the basic research objectives are: 1) examine the political and economic considerations likely to influence opinions regarding a G.O. bond in Bountiful; 2) get a baseline measurement of the initial support and opposition for a bond proposal; 3) test messaging and arguments around various aspects of the potential bond; and 4) measure opinion movement in response to messaging to determine which talking points and strategies are most likely to be effective in a successful bond campaign.

These objectives imply a need for two types of data: quantitative or statistically valid measurements of opinion at large, and qualitative or in-depth exploration of the underlying values that inform those opinions. We propose tackling these objectives in a set of discrete phases: phase one, focus groups of likely general election voters in Bountiful to explore the issue; phase two, a quantitative survey of likely voters that is sampled to most accurately reflect the likely November 2020 electorate.

We recognize that the city staff and elected officials of Bountiful City are likely anxious to collect data and receive analysis that will help inform their decision as to whether they should pursue a bond this fall. As such, along with detailed descriptions of our proposed processes, we have included in this proposal a suggested timeline for project milestones to ensure the prompt completion of each research phase.

## METHODOLOGY

### PHASE ONE: QUALITATIVE FOCUS GROUPS

Surveys can only measure what is asked, which requires the research team to be thorough in what they include. However, when doing message testing it's important to be able to throw every possible idea out there to see what sticks. Focus groups allow us to be both thorough and thrifty, while also giving us a venue to probe opinion beyond superficial statements of support or opposition.

We recommend holding a minimum of two focus groups, including one group of men and one group of women, each consisting of 6-8 likely voters from the registered voter file. There is a robust body of literature that suggests that women and men do not participate equally in mixed-gender deliberative bodies, therefore we insist on at least two groups of citizens from which to gather balanced perspectives. We would screen focus group participants to select likely voters who do not hold firm opinions about a potential bond. This gives us fertile ground upon which to test a variety of messages and probe considerations, with enough participants to represent a wide range of opinions but not so many that we discourage equal participation from all participants. We plan for two hours per group to maximize the amount of information we can present without sacrificing attention span.

Working with the City, we will draft up the potential messaging and put together a focus group moderation guide. The intent is to foster groups that mimic a full public discourse, including baseline knowledge, information flow with trusted information sources, knee-jerk reactions to the proposed course of action, a messaging review including

arguments for and against a potential bond, discussion around the persuasiveness of each argument, and a wrap-up of conclusions and opinion shifts. Our ultimate objective is to discover language and arguments commonly used by voters on the issue while filtering out messaging that is confusing, wonky, unimpressive, emotionally tone-deaf, or otherwise unpersuasive.

Once we have designed discussion guides that accomplish our objectives, we will determine both audience and location for the groups. Our team will recruit participants, screen them for eligibility, contract a venue, conduct the groups, film the proceedings, analyze the discussions, and provide an anonymized transcript with analysis for internal review. We encourage our clients to attend the groups and sit in the back room to observe, take notes, and provide guidance.

Upon approval from the City, our proposed timeline for Phase I will proceed as follows:

- Recruitment screener for group participation finalized by *June 19<sup>th</sup>*.
- Draft moderator's guide delivered to the city for review by *June 29<sup>th</sup>*.
- Draft ballot language needed for testing in the discussions due by *July 2<sup>nd</sup>*.
- Focus group participant recruitment to be completed no later than *July 6<sup>th</sup>*.
- One week for revisions to moderator's guide. Finalized guide due by *July 6<sup>th</sup>*.
- Focus groups will be concluded by *July 23<sup>rd</sup>* in order to inform revisions to the survey questionnaire (see Phase II timeline). We recommend holding focus groups on weeknights, preferably Tuesday-Thursday. Potential dates keeping with this timeline are suggested below:
  - *Wednesday, July 8<sup>th</sup>*
  - *Thursday, July 9<sup>th</sup>*
  - *Tuesday, July 14<sup>th</sup>*
  - *Wednesday, July 15<sup>th</sup>*
- Qualitative findings report due by *July 17<sup>th</sup>*.

## PHASE TWO: QUANTITATIVE SURVEY

The results of the groups will filter out the worst of the messaging options and provide some new directions. With those results in mind, we will draft a survey questionnaire and field it among a sample of likely general election voters in Bountiful. Once the questionnaire is finalized, we will send survey invitations to Bountiful residents from the registered voter file. We recommend a sample size of 500 or 800 interviews, depending on budget constraints, and have included pricing specifications for both. Survey invitations will be distributed to registered voters via email, which has proven to be a viable and accurate survey method in Bountiful, particularly when the survey is officially sponsored by the city. The internet usage patterns and email coverage for the city is sufficient to draw a representative sample, and we already possess a recent voter file to which we can append email addresses for the survey invitations. Once we have collected the desired number of completed interviews, our team will provide topline results and deep dive analysis of the data, examining demographic patterns and explanatory findings. We are

happy to present the results to any group you request, publicly or privately. Our team has significant experience with public presentations as well as interaction with members of the press, if that is desired.

Our proposed timeline for Phase II, which you will notice is somewhat concurrent with the steps involved in Phase I, is outlined here:

- Initial questionnaire draft delivered to city for review by July 10<sup>th</sup>.
- Survey questionnaire finalized to incorporate focus group findings by July 20<sup>th</sup>.
- Programmed survey test link delivered for review by July 21<sup>st</sup>.
- Approval for survey launch due by July 23<sup>rd</sup>.
- Survey fielding to be completed by August 8<sup>th</sup>.
- Topline survey results due by August 11<sup>th</sup>.
- Final survey analysis presentation delivered to city by August 14<sup>th</sup> with subsequent presentations as needed.

*Note: should the City decide to pursue survey research alone (i.e., exclude Phase I from this proposal), all timelines would be adjusted accordingly to field a survey in early July and deliver results of quantitative findings no later than the first week of August.*

## **DELIVERABLES**

Following the focus groups, we deliver an anonymized transcript of the discussions and a memo with the findings. Following successful survey interviewing, Y<sup>2</sup> will deliver topline results, documentation, and a deep-dive statistical analysis presentation to fulfill the study objectives as outlined. We can provide other deliverables as requested.

## THE CASE FOR ONLINE INTERVIEWS

Research methods have shifted rapidly over the last decade to keep up with technological advances. Survey research has changed dramatically in the last ten years due to shifts in the communication habits of adults. Classically, survey researchers have relied on sampling landline telephones. But most researchers have not kept up with the rapid abandonment of landline phones in the United States. One common mistake in contemporary telephone interviewing is omitting or conducting too few interviews over cell phones. This is tempting, because interviewing over cell phones is more expensive due to federal restrictions about autodialing cell phone numbers. However, cell phone-only households account for more than 50% of adults in Utah, so we insist on including cell phone interviews in every phone survey we administer. Telephone surveys lacking cell phone interviews have lost credibility. For many of our clients, we recommend moving away from telephone interviewing altogether in favor of contemporary methods that are future-proof.

We also insist on scientific samples. Online panel surveys or mail surveys that allow anyone to participate without using random sampling find themselves overwhelmed and biased by interest groups with a stake in the outcome (especially when the survey topic is public spending). Randomized sampling, regardless of the interview medium, ensures a non-biased sample.

Our firm prides itself on our commitment to proper statistical techniques while pioneering new approaches to keep public opinion survey research both accurate and cost efficient. We have over 30 years of survey experience to draw upon, including hundreds of accurate surveys.

### OUR ACCURACY STEMS FROM OUR COMMITMENT TO THE SCIENCE

In terms of both developing survey instruments as well as overall methods to ensure survey accuracy and confidence, Y2 Analytics uses the “Total Survey Error” (TSE) conceptual framework first developed by Robert Groves, a former director of the U.S. Census Bureau and past president of the American Association of Public Opinion Research (AAPOR). TSE uses a cost/benefit approach to minimize survey error across all possible dimensions of a project within the available resources. Whether we field a survey via telephone interviews or self-administered online interviews, we employ the Total Survey Error framework at every step in the process.

Developing an unbiased survey instrument begins with understanding the research objectives of our client. Then we devise questions that draw upon past client experience, the academic literature, survey industry best practices, and our 30 plus years of survey research experience. Focus groups can be used to develop questions on new topics where previous experience and literature are unavailable. Pretesting survey questions, or even Cognitive Interviewing tests can help avoid errors, especially with newly developed questions. All of these techniques can be built into a research design and balanced against the other demands for minimizing errors.

Predicted accuracy in the Total Survey Error (TSE) framework is a question of minimizing sampling error, measurement error, coverage error, and nonresponse error. Sampling error refers to using established random or

probability sampling techniques together with an adequate sample size. Depending on the population of interest, we employ scientifically proven sampling methods that will yield statistically valid samples for both size and composition. Measurement error includes carefully worded and balanced questions that have been used elsewhere or pretested and are presented in a logical order. Coverage error means identifying the target population (the group you want to study) and matching it to a sampling pool (the group that you draw from for the probability sample). This is straightforward if accurate lists are available, like the state registered voter rolls. Nonresponse occurs when not everyone selected for the sample is available to participate (or refuses to participate) and error occurs if this group is systematically different from the target population. The last stage of minimizing error involves constructing weights to ensure that the survey matches the population on key demographics. Finally, errors can occur in analysis and interpretation of results. Our analysis techniques are sophisticated and yet our presentation is accessible to those without advanced statistical training.

Just a few years ago, concerns about sampling bias prevented online-only survey work from displacing traditional telephone surveying methods. However, recent work with other municipalities along with our academic research efforts have demonstrated that we can achieve a representative sample via email invitations when the email coverage for the target population is high and unbiased.<sup>1</sup>

Utah municipalities provide an ideal context for online interviews. On average, the voters residing along the Wasatch Front and throughout the state are more likely than average to be online with access to networks and devices, mitigating any potential age bias of an online survey. Using the online medium will both save you money and offer us a richer dataset from which to make recommendations.

To be clear, most online surveys employ pre-selected panels of volunteers. We do not consider these surveys to be scientific, and this kind of research is not what we are recommending.

For our online surveys, we use the same random sampling method as our telephone surveys: we randomly sample participants from the public registered voter file. Then we append active email addresses via a consumer data warehouse that can reliably cover 60-80% of our sample, an append rate comparable to phone number appends. Then we invite sampled voters to take the survey via an email invitation, with up to three subsequent invitations to fill out the sample.

We have successfully employed this methodology in a number of municipal and electoral environments. Additionally, in 2015 and again in 2019 we ran a dual mode survey in Salt Lake City with both an online sample and a mirrored phone sample and found the results to be comparable across both modes. The online interview approach has two benefits – 1) it is future proof, which is essential in a time of ever-decreasing phone survey response rates, and 2) it is significantly less expensive because we do not have to pay for live interviewer time.

---

<sup>1</sup> Michael J. Barber, Christopher B. Mann, J. Quin Monson, and Kelly D. Patterson. 2014. "Online Polls and Registration Based Sampling: A New Method for Pre-election Polling" *Political Analysis* 21:321-335. doi: 10.1093/pan/mppt023.

## PRICING

Below you will find focus group and survey pricing based on the project recommendations previously outlined in this proposal. Survey length and sample size are the largest determinants of survey costs.

OPTION	DELIVERABLES	COST ESTIMATE
<b>PHASE I</b>		
<b>TWO FOCUS GROUPS of 6-8 likely voters each</b>	Moderator guide draft and rounds of revision. Likely voter modeling and participant recruitment. Monetary incentives for participants. Discussion moderation. Reporting.	<b>\$12,600</b>
<b>PHASE II</b>		
<b>SURVEY 500-600 online self-administered interviews, 12-15 minutes</b>	Questionnaire draft and rounds of revision. Likely voter modeling. Survey coding, administration, & data cleaning. Post-field weights and reporting. Margin of error = +/- 4.4 to 5.6 percentage points.	<b>\$15,900</b>
<b>DISCOUNT for email addresses provided by City</b>	If the City has a database of email addresses with robust resident coverage (e.g. email addresses connected to utility billing accounts), appending these email addresses to registered voter file records reduces sample acquisition costs. We propose a discount of \$1.60 per completed interview for access to an available email list.	<b>\$800 for n = 500</b>

## PAYMENT SCHEDULE

We generally require 50% of the agreed project price to start data collection and a full balance settlement for data and analysis delivery.

## CONTACT & FOLLOW UP

Our team is excited at the prospect of working on this project and we are eager to answer any questions this proposal prompts. Please contact Kyrene Gibb at [kyrene@y2analytics.com](mailto:kyrene@y2analytics.com) or call her cell phone at 801-541-6460.

## RECENT REFERENCES

Our team has significant experience researching public opinion about municipal issues. We have ongoing relationships with many Utah cities and have conducted research in a majority of the largest and fastest growing cities in the state of Utah, including Salt Lake City, Provo, Orem, South Jordan, Holladay, Draper, Millcreek, Mapleton, Lehi, Woods Cross, Herriman, Park City, American Fork, and Cottonwood Heights doing regular citizen engagement and satisfaction surveys for their staff and elected officials. Additionally, city councils have regularly relied on Y2 Analytics to help them navigate public opinion on high-stakes local issues.

Our team is committed to ensuring public opinion data is not misinterpreted in the public sphere. We regularly appear at city council and internal staff meetings to help interpret, clarify, and implement recommendations that come via opinion research.

Municipal opinion research is unique. Most citizens in a municipality are not engaged with the activity of the staff and elected officials in the city until municipal policy affects them negatively. Opinions can be shallow and easily swayed by vocal interest groups representing small fractions of the city. It is critical for researchers to be sober about how these public policy options are presented to survey respondents.

Often times, citizens don't have all of the information and expertise to grapple with complex issues in their city. However, they do generally have preferences and priorities around these issues. Sophisticated survey questions can help city officials understand these priorities, uncover factors that drive preferences, and ultimately make more representative policy decisions.

- Survey experiments use random assignment to help isolate the source of opinion change.
- Conjoint analysis helps decipher implicit preferences that citizens may not be able to directly express.
- Forced choice questions require citizens to consider tradeoffs and priorities in the same manner that city officials do when faced with policy decisions.

Public opinion provides a way to demonstrate the value of high quality city services. Resident satisfaction with these city services can illuminate both strengths and weaknesses and lead to improved service delivery—directly affecting citizens' overall quality of life. For example, our research in Utah cities has repeatedly shown that citizens' evaluations of city services are highly predictive of their rating for overall quality of life in the city. This suggests a strong positive relationship between the efforts of city staff and their citizens' sense of wellbeing.

Below is an enumeration of a selection of municipal projects we have done over the last several years, including project details, dates, and our principal contact within each organization. Feel free to contact any of them for an outside opinion on our professionalism, rigor, and quality.

## CITY OF COTTONWOOD HEIGHTS

The City of Cottonwood Heights was interested in exploring citizen sentiments regarding overall quality of life and the direction of the City. The City Council hired Y2 Analytics to conduct an annual city-wide survey of Cottonwood Heights residents and build a resident survey panel for future public opinion research in the City.

Approach: Statistical sample of Cottonwood Heights households, self-administered online interviews via email and postal mail invitations, followed by deep analysis and a report to the Mayor and City Council.

Y2 Analytics used survey data to identify the attributes of Cottonwood Heights that residents reported being drawn to, as well as the primary concerns they expressed about the City, informing municipal policy for the next year. In a follow-up survey to Cottonwood Heights residents one year later, evaluations of the services the City had targeted for improvement based on public opinion data from the initial survey had drastically improved, and the City saw a corresponding improvement in overall resident quality of life. The success of these projects led to an ongoing multi-year engagement with the City.

Tim Tingey, [ttingey@ch.utah.gov](mailto:ttingey@ch.utah.gov)  
City Manager, City of Cottonwood Heights  
2277 E. Bengal Blvd, Cottonwood Heights, UT 84121

## DAVIS SCHOOL DISTRICT 2015 SCHOOL BOND

The Davis District School Board was considering a public bond for growing infrastructure demands. The staff at Davis Schools hired Y2 Analytics to conduct two surveys of likely voters to determine public appetite for a school bond and to check its progress in October.

Approach: Statistical sample of Davis School District likely voters administered by live interviewers over landlines and cell phones, followed by deep-dive analysis and a report to the staff at Davis Schools and the Davis District School Board. We fielded a second survey near the end of the campaign using an online sample appended with email addresses that nearly perfectly predicted the electoral margin.

The results of the survey demonstrated that a school bond had the potential to pass if coupled with a robust public education campaign. We also delivered a set of messaging recommendations for public communication about the bond. The Board voted to proceed with the bond and it appeared on the ballot in Davis County this past November. Our final survey numbers from October correctly predicted a bond win and its margin.

*"In our successful \$298 million bond proposal, we built the entire public information campaign solely around information Y2 Analytics provided us. Because of their work, we knew who the likely voters were, knew what messages resonated with them and knew how things looked going into the election.*

*"It's a given that it takes an incredible amount of work to successfully pass a bond proposal. But I can't imagine moving forward with any proposal needing voter approval without turning to Y2 Analytics. Quin Monson and his team are simply outstanding."*

*– Chris Williams, Community Relations Director, Davis School District*

Chris Williams, cwilliams@dsdmail.net  
Community Relations Director, Davis School District  
45 E State Street, Farmington, UT 84025

## GOOGLE FIBER

Google approached Y2 Analytics in early 2015 to conduct focus groups among its customer base in Provo to preview upcoming network features and gather feedback and reactions.

Approach: Random sample of Google Fiber customers in Provo, both via a city-wide survey and in-person interviews in a series of eight focus groups.

Using a novel approach employing consumer data matching and email invitations, Y2 Analytics fielded a citywide survey and recruited focus group attendees. Using both the quantitative and qualitative data, we gave Google recommendations about how to structure upcoming promotions and marketing rollout for new customers and to upsell existing customers.

Curtis Philipp  
Field Sales and Marketing, Google Fiber  
435-287-4041

## SOUTH JORDAN CITY

South Jordan City needed support navigating public opinion around its municipally-owned Mulligans Golf & Games. The City Council hired Y2 Analytics to conduct focus groups and a city-wide survey to measure public sentiment around the course and its future.

Approach: Statistical sample of South Jordan households self-administered online interviews via email invitation, followed by deep analysis and a report to the Mayor and City Council.

The South Mayor and City Council used Y2's recommendations to halt discussions around developing the property and instead developing proposals to renovate and augment the current facility. This success of the project led to an ongoing multi-year engagement with the city.

Gary Whatcott, [gwhatcott@sjc.ut.gov](mailto:gwhatcott@sjc.ut.gov)  
City Manager, South Jordan City  
1600 W Towne Center Drive, South Jordan, UT 84095

## SALT LAKE COUNTY ZOO, ARTS, & PARKS 2014 RENEWAL COMMITTEE

The Salt Lake County Zoo, Arts, and Parks tax subsidizes a large portion of the recreational facilities in the county. It comes up for renewal every ten years, and November 2014 was its proximate renewal. Due to the long period of time between renewals, the 2014 Renewal Committee wanted to be sure that it continued to be popular with the voters of Salt Lake County.

Approach: Population proportionate to weight sample of likely voters interviewed via live telephone interviews over cell phones and landlines.

The results of that survey gave the ZAP Renewal Committee the certainty it needed to secure nearly universal elected officials endorsement of the measure, tactical support to design a successful campaign, and eventual victory in the November vote. Our final survey numbers turned out to be a perfect prediction of the eventual outcome.

Carter Livingston, [carterlivl@gmail.com](mailto:carterlivl@gmail.com)  
Former Utah Vice President, Strategies 360  
801-935-4096

## OREM CITY

Orem City faced a critical decision about the future of the UTOPIA fiber optic network. They hired Y2 to conduct a wide scale citizen survey to determine public preference for the future of the network and to quantify criteria for any successful partnership.

Approach: Statistical sample of Orem households self-administered online interviews via email invitation, followed by deep analysis and a report to the Mayor and City Council.

The Orem Mayor and City Council used Y2's recommendations to back out of the proposed Macquarie partnership and instead explore alternative proposals for UTOPIA. The success of this project lead to an ongoing multi-year engagement with the city. Y2 has since helped the City survey its residents on a variety of issues, including a property tax increase dedicated to increase funding for public safety in 2018.

Brenn Bybee, [bbybee@orem.org](mailto:bbybee@orem.org)  
Assistant City Manager, Orem City  
56 North State Street, Orem, UT 84057

## OUR EXECUTIVE RESEARCH TEAM

### QUIN MONSON, PH.D.

Quin is a recognized survey researcher and a partner at Y2. Though he has extensive experience polling nationally and in a dozen states, Quin has developed a specialty for Utah public opinion. He has particular expertise with sampling, weighting, and online modes.

He has fielded countless political, academic, and professional surveys via traditional phone techniques, novel Internet modes, and increasingly rare in-person interviews. His publications appear in a variety of academic journals including *Political Analysis*, *Public Opinion Quarterly*, and *Political Research Quarterly*.

Quin received his Ph.D. from the Ohio State University where he focused on public opinion, and survey research methods. In addition to his work at Y2, he is the former Director of the Center for the Study of Elections and Democracy and an Associate Professor of Political Science at Brigham Young University.

### KELLY PATTERSON, PH.D.

Kelly is a partner at Y2, a survey specialist and a political scientist. He has directed the Utah Colleges Exit Poll, a poll that has surveyed voters in the state of Utah for over 30 years. Kelly's expertise in questionnaire development includes experience with numerous randomized survey experiments and A/B testing.

His publications appear in a variety of academic journals including *Public Opinion Quarterly*, *Political Behavior*, the *Journal of Politics*, and the *Journal of Political Marketing*.

Kelly received his Ph.D. from Columbia University where he researched political parties, public opinion and voting behavior. He is also the former Director of the Center for the Study of Elections and Democracy at BYU and is currently a senior research fellow.

### KYRENE GIBB

Kyrene serves as the Vice President of Research at Y2 Analytics. She is passionate about methodology and has a wealth of experience leading qualitative, quantitative, and mixed method projects from start to finish. Kyrene specializes in questionnaire design, survey management, data analysis, and focus group administration for various clients in diverse arenas. She has delivered insights to inform corporate brand strategy, municipal policy, and campaign messaging for ballot-bound issues and candidates.

Prior to joining Y2, Kyrene worked with GS Strategy Group, a national polling and strategic consulting firm where she collaborated on dozens of projects for candidates, interest groups, trade associations, and major corporations. Kyrene is a graduate of Brigham Young University.

## NICK STARN

As Vice President of Operations, Nick is involved in managing – at both a strategic and operational level – Y2’s key functions. Nick has spent the last decade in business operations, successfully helping organizations innovate, grow, and succeed. Prior to his work at Y2 Analytics, he spent seven years as director of operations at TargetPoint Consulting, one of the nation’s leading public opinion and microtargeting research firms.

An Ohio native, Nick has a Master’s Degree in Public Administration from Brigham Young University and a Communications/Business Management degree from Brigham Young University–Idaho.

## DANNY COWSER

Danny, a Utah native, is the Director of Data Science at Y2 and has experience in data analysis, research design, experimental methods, and data visualization. Danny artfully leverages his skill in data analysis and interpretation to benefit Utah cities and school districts, in addition to consulting on a variety of corporate and political projects.

Before joining Y2, Danny worked as a researcher for AidData and the Political and Economic Development Lab. He has a Master’s degree in Political Science from the University of Wisconsin-Madison, and a Bachelor’s degree in Political Science from Brigham Young University.

# City Council Staff Report



**Subject:** Internal Risk Assessment for FY2020  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** June 16, 2020

---

## **Background**

The Office of the State Auditor (the OSA) has issued a new requirement for all local governments that is based on the Office's desire to help elected officials and management understand and mitigate fraud.

## **Analysis**

The OSA has developed a Fraud Risk Assessment that they are requiring be performed by City management and presented to the City Council each fiscal year in a public meeting. The OSA Fraud Risk Assessment is a checklist of items with a corresponding point matrix. The final point total is intended to communicate a fraud risk score and has a five-level scale as follows:

1. Very low
2. Low
3. Moderate
4. High
5. Very High

Fraud by definition is wrongful or criminal deception performed with the intent of personal gain. Fraud is commonly seen as an attempt to conceal or cover up criminal acts such as theft or financial statement misrepresentation. Fraud can have serious ramifications for both the City and the individuals involved.

Assessing fraud risk by evaluating/researching where City operations are susceptible to fraud has long been an established management process at Bountiful City. Assessing risks of fraud in operations is a necessary first step in preventing and mitigating fraud. Once fraud risks are identified internal controls and policies can be implemented in City operations to create a control environment that is the true source of mitigating and preventing fraud.

It is important that understand that because each local government and business is different their respective control environment will also have differences. Internal controls and policies that work well for one entity might be ineffective and burdensome to another entity.

City management understands and acts on its role to implement internal controls and best practices to prevent and mitigate fraud.

City management is appreciative of the OSA's effort to teach and train on the importance of fraud risk assessment and internal controls, and has incorporated this new requirement into its existing process of risk assessment.

City management has completed the OSA required Fraud Risk Assessment checklist evaluating City operations for FY2020 and is presenting the results of the OSA risk assessment to the City Council.

**Department Review**

This staff report was prepared by the Finance Director and reviewed by the City Manager

**Significant Impacts**

There are no significant impacts in regards to this internal risk assessment report.

**Attachments**

FY2020 Fraud Risk Assessment

If more information is desired by the City Council, the OSA's Fraud Risk Assessment document and other training materials surrounding their efforts to address fraud are available on their website: <https://resources.auditor.utah.gov/s/resources>

**Recommendation**

These reports are for your review of the City's FY2020 operations. There is no formal action needed from the Mayor and City Council.



## Fraud Risk Assessment

Bountiful City's Fiscal Year 2020  
internal assessment

### INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: 335 Risk Level: Very Low Low Moderate High Very High  
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	0	20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	0	20

Total of 335 395 max points

Certified By: \_\_\_\_\_ Certified By: *Gregory Beck*

\* MC = Mitigating Control



1 Minutes of the  
2 BOUNTIFUL CITY COUNCIL

3 May 26, 2020

4 6:00 p.m. – Public Meeting; 6:30 p.m. – Work Session

5 7:00 p.m. – Regular Session

6  
7 Present: Mayor Pro Tem Kendalyn Harris  
8 Councilmembers Millie S. Bahr, Kate Bradshaw, Richard Higginson,  
9 Chris R. Simonsen  
10 City Manager Gary Hill  
11 City Engineer Lloyd Cheney  
12 Planning Director Francisco Astorga  
13 City Attorney Clinton Drake  
14 Finance Director Tyson Beck  
15 Police Chief Tom Ross  
16 Recording Secretary Maranda Hilton

17  
18 Excused

19 Mayor Randy Lewis (attended via telephone)  
20

21 Official notice of the City Council Meeting was given by posting an Agenda at the temporary  
22 City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website and the  
23 Utah Public Notice Website and by providing copies to the following newspapers of general  
24 circulation: Davis County Clipper and Standard Examiner.

25  
26 **Public Meeting – 6:00 p.m.**  
27 **South Davis Metro Fire Station Conference Room**

28  
29 Mayor Pro Tem Harris called the meeting to order at 6:07 p.m. and welcomed those in  
30 attendance. Mayor Randy Lewis joined the session via telephone.

31  
32 **PUBLIC MEETING REGARDING NORTH CANYON PROPERTY ACQUISITION**

33 Mr. Gary Hill explained that as a result of the Gun Range fire last year, our community is  
34 eligible for “Hazard Mitigation Grant Funding” through FEMA. The funding’s purpose is to help  
35 communities mitigate risk of future disasters, and one of the allowed uses is to purchase property  
36 with it. The City could be eligible for up to \$500,000 with a requirement to match an additional 25%.

37 There is property near North Canyon that is available for purchase and has been identified as  
38 a high priority area by Chief Jeff Bassett, South Davis Metro Fire, for fire mitigation efforts. Notices  
39 were mailed to neighbors of the property who live within 500 feet, to inform them of this meeting.  
40 The purpose of this meeting is to explain what the City intends to do with the property and why. This  
41 is early in the process and there is no finalized plan. The City would prefer to work with the  
42 neighbors to come up with a design that will be beneficial to everyone.

43 Mr. Hill explained some of the failings of the North Canyon Trailhead as it currently exists,  
44 saying that although it has been open for public use for many years, it does not accommodate many  
45 users or vehicles because the road is narrow and the street is a dead end. The narrow road also limits  
46 City sanitation vehicles and snowplows from turning around there, and greatly limits the ability of the  
47 fire department to respond quickly or effectively to fires in the canyon. The hope is that the City

1 would purchase the land just south of the trailhead to use as a staging/parking area for emergency  
2 response vehicles and equipment and to keep cars off of the street. The dead wood would be cleared  
3 from the area and it would become a fire break between the wildland area and the homes. There is the  
4 possibility of creating a site for a temporary water basin to be placed in the event of a fire, which  
5 helicopters can use to refill their buckets. There is also the hope to build a single-track trail to  
6 accommodate hikers and bikers and keep them off the road used by motorized vehicles. The grant  
7 will only cover the purchase of the land, so these improvements would have to be funded from other  
8 sources.

9 Councilwoman Bradshaw asked why the land south of the trail is being purchased and not  
10 (also) the land north. Mr. Hill explained that this is the first piece of property that has become  
11 available, and although they would love to be able to provide an even larger fire break by purchasing  
12 land on both sides, that land on the north is very large and it is beyond the City's means to purchase it  
13 at this time.

14 Mr. Hill explained that for the public meeting they solicited comments from the neighbors. He  
15 read an emailed comment from Ms. Barbara Drake (1327 E Canyon Creek Drive):

16  
17 Dear Mr. Hill,

18 Thank you for explaining the intentions of Bountiful City regarding the FEMA grant. While I  
19 support efforts to protect property, I do have a few thoughts that I would like to share with you  
20 and the City Council.

21 1. The acquisition of property for the purpose of creating a fire break in North Canyon  
22 as shown on the map is only on the south side of the dirt road. There is equal danger for fire on  
23 both sides and property owners on the north side deserve equal consideration and protection.

24 2. Numerous animals and birds water and graze on the south side of North Canyon and  
25 clear cutting of the area to make a parking lot would force them out. Bountiful City has for  
26 years struggled with the deer population on city streets and destroying a habitat as there is in  
27 North Canyon would increase the problem.

28 3. Many of the trees in North Canyon are over 100 years old and healthy. Trees remove  
29 chemicals and pollutants from the air provide us with clean, healthy air to breathe.

30 4. The trees, stream, deadfall and fencing on the south side of North Canyon provide a  
31 barrier to vehicles driving through a riparian area. If a staging area or parking lot is built by  
32 clear cutting the trees and bridging the stream, a gate will need to be erected and a substantial  
33 barrier or fence built to keep vehicles out of the area surrounding the parking lot. Unfortunately,  
34 some of the people who visit North Canyon pull down No Trespassing signs, cut wire fencing  
35 and ram gates until they break to gain access to sensitive areas on private property.

36  
37 I would like to make the following suggestions to the City Council:

38 1. Budget additional funds if a lot or staging area is built for regular police patrols,  
39 increased vandalism and noise complaints to Bountiful Police Department, building a barrier  
40 around the perimeter of the lot and the regular removal of garbage, waste and items that have  
41 been dumped. The city's liability will also increase with the purchase of the property.

42 2. Use the grant funds to purchase the same amount of land on each side of the dirt road  
43 to provide equal protection to all property owners.

44 3. Remove only dead trees and deadfall from the property purchased and plant trees  
45 and bushes which are less likely to catch on fire and burn more slowly when they do. This will  
46 provide a firebreak while retaining the riparian habitat and help keep our air healthy.

47 4. Approach the owner of the cabin in North Canyon about using his property for a  
48 staging area for fire equipment and personnel in case of a fire.

49  
50 Please share this information verbally and in writing to the Bountiful City Council.

51 Thank you,  
52 Barbara Drake

53  
54 Councilwoman Bradshaw asked how much of the grant it will take to purchase the property

1 and Mr. Hill said it will take the entire amount.

2 Councilman Simonsen asked about the water basin and Mr. Hill said it is simply a temporary  
3 basin which could be situated and then filled from the nearest available hydrants in the event of a fire.

4 Mayor Pro Tem Harris opened the meeting up to public comment.

5 Steve Slatter (1398 E. Canyon Creek Drive) commented that he believes the greatest fire risk  
6 in that canyon comes from trespassers. He feels that the only ways to decrease the risk is to either  
7 have more enforcement or to limit access. He does not think enforcement is a realistic solution since  
8 he hasn't seen any enforcement there for 30 years. He asked the Council to please place a buffer zone  
9 between the homes nearby and the staging area so that noise from vehicles in the parking lot won't be  
10 disruptive. He also asked that they leave as much vegetation and trees as possible. Finally he asked  
11 that there be a "No Parking Zone" in front of their homes.

12 Mark Sandberg (no address given) stood and said he is opposed to having vehicles using his  
13 property. He feels a parking lot will encourage more people to come and cause destruction of  
14 property. He is in favor of having a fire break to help protect homes, but he does not want trail  
15 improvement that will encourage more trail users. He will not give the City an easement through his  
16 property.

17 Mr. Clinton Drake, City Attorney, clarified for the Council that an easement in fact already  
18 exists by court order, which is a 54-foot wide easement and extends all the way to Forest Service  
19 land.

20 Resident (no address given) asked if it is possible to put a keyed gate across the road so that  
21 only the property owners can access the canyon with motorized vehicles, while still allowing hikers  
22 and bikers through. Mr. Hill and Mr. Drake said they were unsure and would have to look into it. She  
23 then asked if the City is allowed to make improvements to the portion of the trail that is on Forest  
24 Service land, and Mr. Drake said only with the permission of the Forest Service.

25 Bob Tibbitts (1374 E. Canyon Creek Drive) said he feels the best thing that can be done for  
26 fire prevention is to limit access to the canyon. He also worries that water contamination will be an  
27 issue if more users are encouraged to use that trail. He has seen many people trespass over the years  
28 and had a hard time getting squatters removed from the canyon.

29 Mr. Slatter asked how the City plans to notify the residents when there are meetings about this  
30 issue. Mr. Hill answered that it is still early in the process, but he is happy to collect contact  
31 information and send emails notifying residents when a meeting is taking place. He also encouraged  
32 residents to attend Trails Committee meetings which will be starting up soon and will address this  
33 issue as well. That information will be posted on the City website.

34 Mr. Sandberg said that he does not condone the City making plans for his private property and  
35 does not want any trails on his land. Mr. Hill replied that he is happy to show Mr. Sandberg the court  
36 order so that he has the information if he wants it.

37 Tom Sandberg (no address given) expressed that he does not want any trails on his property in  
38 North Canyon and he is concerned that the City is making plans for his land.

39 Kathy Redd (1326 E. Canyon Creek Drive) requested that the City notify all the property  
40 owners in North Canyon moving forward and not just the ones 500 feet from the property being  
41 purchased.

42 Mr. Hill asked Mr. Francisco Astorga to collect names and email addresses from people in  
43 attendance who wish to be notified of upcoming meetings.

44  
45 **Work Session – 6:30 p.m.**

46 **South Davis Metro Fire Station Conference Room**

47  
48 Mayor Pro Tem Harris turned the time over Mr. Hill at 6:50 p.m. to begin the budget  
49 discussion.

50  
51 **BUDGET DISCUSSION – MR. GARY HILL**

1 Mr. Hill explained that there are just a few changes he wants to make the Council aware of  
2 concerning the proposed FY2021-2022 budget that will be up for approval on June 16th. He said in  
3 order to help balance revenues and expenditures they are proposing to either eliminate or decrease the  
4 Cost of Living Adjustment (COLA) for City employees. Originally a 3% COLA was proposed, but  
5 now at most it would be 1%. There will also be a reduction in the proposed increase from our  
6 agreement with the South Davis Recreation District (SDRD) due to a drop in their revenues. The last  
7 change is how proposed rate increases for storm water, recycling, power rate and the power fund  
8 transfer will be prioritized. Mr. Hill said that these proposed changes will hopefully save about  
9 \$500,000 in the City's budget. If the economy turns down even further than expected, the option of  
10 using the 5% and 10% department budget reductions will be in place in addition to these proposals.  
11 The City hopes to avoid layoffs and decreased levels of Citywide services by making these changes.

12 The Council asked clarifying questions and Mr. Hill answered them.

13 Mr. Hill then told the Council that the fireworks show could be scheduled on July 4, 17 or 24.  
14 He asked them which date they would like to use. He believes West Bountiful is doing theirs on July  
15 3<sup>rd</sup>. The Council agreed that they wanted to celebrate on Pioneer Day and have the fireworks on July  
16 24<sup>th</sup>.

17 The meeting was ended at 7:03 p.m.

18  
19 **Regular Meeting – 7:00 p.m.**  
20 **South Davis Metro Fire Station Conference Room**

21  
22 Mayor Pro Tem Harris called the meeting to order at 7:06 p.m. and welcomed those in  
23 attendance. Mr. Tyson Beck led the Pledge of Allegiance and Mr. Chase Freebairn offered a prayer.

24  
25 **APPROVE MINUTES OF PREVIOUS MEETINGS HELD APRIL 14, MAY 12 AND APRIL**  
26 **7, 8, 9 & 14 (BUDGET COMMITTEE MEETINGS), 2020**

27 Councilwoman Bradshaw made a motion to approve the minutes of the previous meetings as  
28 stated and Councilman Higginson seconded the motion. The motion passed with Councilmembers  
29 Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

30  
31 **COUNCIL REPORTS**

32 Councilwoman Bradshaw reminded residents that they are able to request that the mosquito  
33 abatement district spray their yards as desired.

34 Councilman Simonsen announced that the groundbreaking for the Bountiful Veterans' Park was held  
35 that morning. They currently have 5,000 names submitted for the wall and believe it will be closer to  
36 15,000 by the time they open the park. He thanked the City Council and Mayor for the opportunity to  
37 have this park in our City.

38 Councilwoman Bahr reported that the BCYC is moving forward accepting new applicants and has all  
39 its leadership in place for this school year. They are excited and are hopeful that they will be able to  
40 have an end of year gathering of some kind.

41 Councilman Higginson did not have a report.

42 Councilwoman Harris did not report.

43  
44 **CONSIDER APPROVAL OF:**

45 **A. EXPENDITURES GREATER THAN \$1,000 PAID APRIL 6, 13, 20, 27 AND MAY 4**  
46 **& 11, 2020**

47 **B. MARCH 2020 FINANCIAL REPORT**

48  
49 Councilwoman Bradshaw made a motion to approve the expenditures as stated and the March  
50 2020 financial report and Councilman Simonsen seconded the motion. The motion passed with  
51 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

1  
2 **CONSIDER ADOPTION OF ORDINANCE 2020-02 THAT PROHIBITS THE DISCHARGE**  
3 **OF FIREWORKS EAST OF DAVIS BOULEVARD – MR. CLINTON DRAKE**

4 Mr. Drake explained that the fireworks restrictions are the same as they were last year with  
5 the exception of allowing flexibility regarding the date of the large fireworks display put on by the  
6 City. Councilwoman Harris asked about some wording in the ordinance and Mr. Drake said it was an  
7 error and he would correct it to say “[when] rescinded by the City Council” (concerning the  
8 expiration of the fireworks restriction).

9 Councilman Higginson made a motion to adopt Ordinance 2020-02 with the stated correction  
10 and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,  
11 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

12  
13 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 3453/3373 S. CANYON**  
14 **ESTATES DRIVE AND AUTHORIZE THE MAYOR TO SIGN THE RELEASE**  
15 **DOCUMENTS – MR. LLOYD CHENEY**

16 Mr. Lloyd Cheney explained that this easement release is fairly simple. The same person  
17 owns both properties and a structure was accidentally built over the property line and thus on the City  
18 easement. Because the easement is not one that is very useful for the City anyway, it is recommended  
19 that the easement between the two lots be released.

20 Councilman Higginson made a motion to release the easement as described by Mr. Cheney  
21 and Councilman Simonsen seconded the motion. The motion passed with Councilmembers Bahr,  
22 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

23  
24 **CONSIDER FINAL APPROVAL OF THE COTTAGES ON MAIN PUD, 1265 & 1295**  
25 **NORTH MAIN STREET – MR. LLOYD CHENEY**

26 Mr. Cheney presented the final site plan for the Cottages on Main to the Council. He  
27 explained that since preliminary approval was given they have secured their UDOT access permit,  
28 have resolved access issues to the county water basin behind the property and have granted the City  
29 access to provide utilities to their site. The remaining conditions of approval are all pretty standard  
30 and shouldn’t pose any problems.

31 He said that one item that caused much discussion in Planning Commission meeting was  
32 about site access. Fire code requires two access points when there are 30 or more residences. The  
33 final plan for this site will contain 34 residences. However, UDOT only approved one active access  
34 onto Main Street. The site will therefore have a second access with a crash gate across it and the fire  
35 department will have a key to it. The Planning Commission forwarded a unanimous vote for  
36 approval.

37 Councilwoman Bradshaw expressed that it is a shame that we can’t just have two access  
38 points. Councilman Higginson asked if the gated access point will be standard width, and Mr. Cheney  
39 answered yes. Mr. Astorga further clarified that the Planning Commission thought that would be best,  
40 in case they are able to remove the gate in the future if UDOT changes its assessment.

41 Councilman Higginson made a motion to grant final approval of the Cottages on Main PUD  
42 as presented and with the conditions of approval and Councilwoman Bahr seconded the motion. The  
43 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

44  
45 **CONSIDER FINAL ARCHITECTURAL AND SITE PLAN APPROVAL FOR A 12-UNIT**  
46 **MULTI-FAMILY TOWNHOME DEVELOPMENT LOCATED AT 1265 & 1295 NORTH**  
47 **MAIN STREET – MR. FRANCISCO ASTORGA**

48 Mr. Astorga presented the final site plan for Phase I of the Cottages on Main. He explained  
49 that the developer decided to add more bricks which can be seen on the updated elevations in the  
50 packet. He explained to the Council that there was a mix-up with staff report attachments in their  
51 Council packets, so the exhibits for this agenda item are found on pages 125-137. This plan is only

1 for the 12 townhomes that will line Main Street. The Planning Commission forwarded a positive  
2 recommendation.

3 Councilwoman Bahr made a motion to approve the final architectural and site plan for the 12-  
4 unit multi-family development as presented and Councilman Higginson seconded the motion. The  
5 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

6  
7 **CONSIDER PRELIMINARY AND FINAL APPROVAL OF THE RENAISSANCE TOWNE**  
8 **CENTER COMMERCIAL MIXED USE PLANNED UNIT DEVELOPMENT, PHASE 3,**  
9 **PLAT 1 – MR. LLOYD CHENEY**

10 Mr. Cheney explained that this presentation is the culmination of many hours of work for the  
11 Engineering Department and he feels it is a momentous occasion. He reminded them that in April  
12 2019 the Council approved a rezone of the Renaissance property to allow for mixed-use buildings.  
13 This phase of the plan encompasses approximately the south half of the Renaissance Towne Center  
14 site and will create new lots around the perimeter. He explained that utilities for the site are mostly  
15 there but will require some changes and explained what those changes will be.

16 Councilman Higginson made a motion to grant preliminary and final approval of the  
17 Renaissance Towne Center commercial mixed-use PUD Phase 3, Plat 1 as presented and  
18 Councilwoman Bradshaw seconded the motion which passed with Councilmembers Bahr, Bradshaw,  
19 Harris, Higginson and Simonsen voting “aye”.

20  
21 **CONSIDER PRELIMINARY ARCHITECTURAL AND SITE PLAN APPROVAL FOR**  
22 **RENAISSANCE TOWNE CENTER PAD SITE 16 (LOT12) 30-UNIT MULTI-FAMILY**  
23 **RESIDENTIAL DEVELOPMENT – MR/ FRANCISCO ASTORGA**

24 Mr. Astorga presented the preliminary architectural and site plan for Pad Site 16 (previously  
25 Lot 12) in the Renaissance Towne Center development. He said that the developers are very ready to  
26 start on this project and he believes they will be breaking ground this summer. The building being  
27 presented tonight is a four-story residential building with 30 parking spaces on the ground level. The  
28 Planning Commission forwards a positive recommendation for approval.

29 Councilwoman Bradshaw asked if there will be vehicular access to the building from Main  
30 Street, and Mr. Astorga answered no. The only access from Main Street is pedestrian access.  
31 Vehicular access will be from Renaissance Town Center Drive.

32 Councilman Simonsen made a motion to approve the preliminary architectural and site plan  
33 for Renaissance Towne Center Pad Site 16 and Councilwoman Bahr seconded the motion which  
34 passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

35  
36 **CONSIDER FINAL APPROVAL OF THE TOWNS AT 5<sup>TH</sup> AND ORCHARD PUD – MR.**  
37 **LLOYD CHENEY**

38 Mr. Cheney presented The Towns at 5th and Orchard PUD for final approval. He showed the  
39 changes made to the entrance/exit on 500 South which the Council requested at their last discussion.  
40 The proposed change will incorporate a more separated entrance/exit which will eliminate the need  
41 for a raised median on 500 South, which will be a nice.

42 He also addressed a change that is being made to the storm water plan for the site. The  
43 original plan proposed a very large storm water retention basin on the site. However, after looking at  
44 alternative options, the City decided that it would be best to move a previously budgeted and planned  
45 storm drain project to this site from nearby. The location change will not affect the outcomes of the  
46 storm water project and will be a much better solution for storm water runoff than the retention basin  
47 would have been. It will be mutually beneficial for the developers and the City as it will allow us to  
48 keep more water out of the street and be more economical for them.

49 He said that all other things are in good shape regarding the PUD and recommends approval.

1 Councilwoman Bradshaw made a motion to grant final approval of the Towns at 5<sup>th</sup> and  
2 Orchard PUD and Councilman Simonsen seconded the motion. The motion passed with  
3 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

4  
5 **CONSIDER FINAL ARCHITECTURAL AND SITE PLAN APPROVAL FOR A 28-UNIT**  
6 **MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 554 SOUTH ORCHARD**  
7 **DRIVE – MR. FRANCISCO ASTORGA**

8 Mr. Astorga presented the final architectural and site plan for a 28-unit residential  
9 development at 554 South and Orchard Drive (the Towns at 5<sup>th</sup> and Orchard). He explained it will  
10 consist of three six-plex buildings and two five-plex buildings. As a reminder, the exhibits for this  
11 agenda item were mixed up with a different item and are found on pages 75-89 of the Council packet.  
12 The Planning Commission forwards a positive recommendation for approval. They feel the buildings  
13 will give this intersection a very nice look and are excited to have this site redeveloped.

14 Councilwoman Bahr made a motion to approve final architectural and site plans for the  
15 Towns at 5<sup>th</sup> and Orchard development and Councilman Higginson seconded the motion. The motion  
16 passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

17  
18 **CONSIDER APPROVAL OF A POLICE VEHICLE PURCHASE – CHIEF TOM ROSS**

19 This item was tabled until a later date.

20  
21 **CONSIDER APPROVAL OF RESOLUTION 2020-04 REGARDING AN INTERLOCAL**  
22 **COOPERATION AGREEMENT FOR CITY EMPLOYEE SERVICES TO BE PROVIDED**  
23 **TO THE SOUTH DAVIS RECREATION DISTRICT – MR. TYSON BECK**

24 Mr. Tyson Beck explained that in August of 2019 the Council approved a one year agreement  
25 with the South Davis Recreation District (SDRD) for providing accounting, financial, HR, IT and  
26 grounds maintenance services to the SDRD. It is now time to renew this agreement. Because of  
27 financial difficulties that the SDRD is experiencing from closures due to the COVID-19 pandemic, it  
28 was decided to not increase the fees for this renewal. The agreement will simply be extended for  
29 another year and will be for the same rates as the previous year.

30 Councilwoman Bradshaw made a motion to approve Resolution 2020-04 regarding an  
31 interlocal cooperation agreement for services provided to the SDRD and Councilman Higginson  
32 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson  
33 and Simonsen voting “aye”.

34  
35 **CONSIDER APPROVAL OF RESOLUTION 2020-05 WHICH ALLOWS MEMBERS OF**  
36 **THE BOUNTIFUL CITY COUNCIL, PLANNING COMMISSION, POWER COMMISSION**  
37 **AND ADMINSTRATIVE COMMITTEE TO ELECTRONICALLY ATTEND ALL PUBLIC**  
38 **MEETINGS DURING JUNE, JULY & AUGUST – MR. CLINTON DRAKE**

39 Mr. Drake explained that this resolution is an extension of the previous resolution which  
40 allows our City Council, Planning Commission, Power Commission and Administrative Committee  
41 to hold their public meetings electronically. In order to keep the same flexibility through the months  
42 of June, July and August the resolution is being extended.

43 Councilman Higginson made a motion to adopt Resolution 2020-05 and Councilwoman  
44 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,  
45 Higginson and Simonsen voting “aye”.

46  
47 **ADJOURN TO A CLOSED SESSION TO DISCUSS THE ACQUISITION OR SALE OF**  
48 **REAL PROPERTY, PENDING LITIGATION, AND/OR TO DISCUSS THE CHARACTER**  
49 **AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH CODE §52-4-205)**

50 Councilwoman Bahr made a motion to adjourn to a closed session to discuss the acquisition  
51 or sale of real property, pending litigation, and/or to discuss the character and/or competency of an

1 individual(s) (Utah code §52-4-205) and Councilman Higginson seconded the motion, which passed  
2 with the following roll call vote:  
3 Simonsen “aye”  
4 Bradshaw “aye”  
5 Higginson “aye”  
6 Bahr “aye”  
7 Harris “aye”  
8

9 The closed session of City Council was opened at 7:58 p.m.  
10 Mayor Lewis was excused from attendance.  
11

12 Councilman Higginson made a motion to move back into the regular session of City Council  
13 and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,  
14 Bradshaw, Harris, Higginson and Simonsen voting “aye”.  
15

16 The regular session of City Council was reopened at 8:55 pm.  
17

18 Councilman Higginson made a motion to adjourn the regular session of City Council and  
19 Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,  
20 Bradshaw, Harris, Higginson and Simonsen voting “aye”.  
21

22 The regular session of City Council was adjourned at 8:56 pm.

---

*Mayor Randy Lewis*

---

*City Recorder*

# City Council Staff Report



**Subject:** Expenditures for Invoices > \$1,000 paid  
May 18 & 25 and June 1, 2020

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** June 16, 2020

---

## **Background**

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

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

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid  
May 18 & 25 and June 1, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid May 18, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
10883	AL'S NURSERY	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,503.40	215376	10628	Plants and Spllies
1117	AMERICAN CASTING & M	Light & Power	535300 448650	Meters	1,438.02	215379	321833	Meter Pad Locks
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	215382	62T52320	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	215382	62T52420	Tree Trimming
1507	BURT BROTHERS TIRE I	Police	104210 425430	Service & Parts	2,567.96	215386	10300038371	Tire and Auto Service
1507	BURT BROTHERS TIRE I	Police	104210 425430	Service & Parts	8,664.88	215386	10300038373	Tire and Auto Service
1615	CENTURYLINK	Light & Power	535300 448628	Pineview Hydro	1,091.20	215389	05012020D	Acct # O-801-292-3646 308M
11793	CHOICE FOODSERVICE	Golf Course	555500 426020	Clubhouse Building Maintenance	7,813.31	215391	89991	True Manufacturing Mpdel T-35-HC Refrigerator
1815	CROFT POWER EQUIPMEN	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,318.80	215394	124883	Misc.Parts and Supplies
2875	CURTIS BLUE LINE	Police	104210 425430	Service & Parts	3,580.00	215396	559700	Police Officer Uniform & Essential Accessories
5281	DOMINION ENERGY UTAH	Police	104210 427000	Utilities	3,202.10	215401	05012020K	Acct # 3401140000
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	13,134.54	215401	05012020L	Acct # 6056810000
2142	FASTENAL CO	Water	515100 448400	Dist Systm Repair & Maint	1,277.76	215404	UTSL1148924	Misc.Parts
6375	FLOWTECH P.C.S. LLC	Golf Course	555500 426100	Special Projects	15,200.00	215405	1447	Replaced seized Irrigation Pump to pumphouse
6485	H2O ENVIRONMENTAL IN	Light & Power	535300 448638	PCB Disposal	2,006.21	215407	1003278521	PCB Oil Disposal
5458	HANSEN, ALLEN & LUCE	Landfill	575700 431300	Environmental Monitoring	3,199.25	215408	42014	Professional Service for 3/16/2002-4/15/2020
7660	HANSON HOMES	Golf Course	555500 426020	Clubhouse Building Maintenance	9,625.00	215409	6556	Club House Repairs
2501	HOGAN & ASSOCIATES C	Legislative	454110 473100	Improv Other Than Bldgs	160,996.08	215411	14	Project Bountiful Downtown Plaza
2501	HOGAN & ASSOCIATES C	Light & Power	535300 473140	Dist Street Lights	58,415.00	215411	14	Project Bountiful Downtown Plaza
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	215420	SLC05200067	Custodial Work for May 2020
8635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	1,050.00	215423	03312020	Legal Fees for 7 Cases
2937	LEWIS, YOUNG,	Redevelopment Agency	737300 431000	Profess & Tech Services	7,200.00	215424	2019-0100F	Consulting for the Renaissance Town Center
3812	SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	8,751.68	215445	172844	Street Signs
3863	SCOFFIELD, BRETT	Police	104210 415000	Employee Education Reimb	1,175.23	215446	05192020	Reimbursed for Spring 2019 Semester Tuition
4051	STATE OF UTAH	Light & Power	535300 448627	Echo Hydro	3,575.77	215452	05112020	2020 Water Distribution Assessment Notice
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,320.51	215454	1494640	T-Chlor Treatment
5000	U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	2,564.12	215457	05112020DE	TreatsforDispatchWeek//Acct#4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,404.58	215457	05112020BH	Misc.ParkSupplies// Acct#4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 461000	Miscellaneous Expense	7,496.48	215457	05112020AJ	Uniforms & Misc. // Acct#4246-0445-5571-8851
8518	VCBO ARCHITECTURE	Redevelopment Agency	737300 426100	Special Projects	2,400.00	215465	20210-2	Project 20210.00 Downtown Bountiful Plaza
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	1,935.34	215466	9853636419	Acct # 371517689-00001
4522	WATERFORD SYSTEMS	Water	515100 448000	Operating Supplies	1,971.20	215469	190506	Fluoride Pump Rebuild Kits
					TOTAL:			
								349,603.02

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid May 25, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,185.68	215479	63119220	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	215479	63119120	Tree Trimming
11637	BLACK SHEEP OILFIELD	Water	515100 473110	Water Mains	115,251.74	215484	05262020	Schedule 2 100 N Main St to 400 E
1716	CMT ENGINEERING LABO	Legislative	454110 473100	Improv Other Than Bldgs	1,685.00	215496	86917	Project 013133 Bountiful City Hall Remodel
5604	COBRA PUMA GOLF, INC	Golf Course	555500 448240	Items Purchased - Resale	1,872.23	215497	G1997636	Men's & Ladies Golf Wear
5604	COBRA PUMA GOLF, INC	Golf Course	555500 448240	Items Purchased - Resale	2,002.21	215497	G1999882	Golf Shoes
2055	ELECTRICAL CONSULTAN	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	7,502.00	215505	87767	Engineering Services
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	2,069.55	215513	14404	Treatment for the Turf Course
2537	HOSE & RUBBER SUPPLY	Streets	104410 425000	Equip Supplies & Maint	2,227.15	215517	01428601	Hose Parts
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,038.57	215527	5327	Patching and Overlay
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,090.83	215527	5340	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,489.02	215527	5309	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,674.27	215527	5335	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,276.78	215527	5349	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,905.85	215527	5355	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	7,694.70	215527	5327	Patching and Overlay
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	11,544.00	215527	5318	Overlay
3200	MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	2,216.11	215532	989414	Misc.Parts

3293 NICKERSON CO INC	Water	515100	431000	Profess & Tech Services	4,605.00	215537 J21774	Lower Mueller Well Parts
3375 OLYMPUS INSURANCE AG	Legislative	454110	473100	Improv Other Than Bldgs	8,764.00	215544 15395	Travelers City Hall Remodel - Item 136374
3633 RADWELL INTERNATIONALA	Light & Power	535300	448627	Echo Hyrdo	1,167.50	215553 31404051	Communication Equipment for Echo Hyrdo
3731 RMT EQUIPMENT	Golf Course	555500	425000	Equip Supplies & Maint	1,458.59	215556 P20614	Misc.Parts and Tools
3832 SALT LAKE MAILING &	Treasury	104143	429050	Util Billing Supplies	45,000.00	215557 05202020	Utility Bills, Mailing & Printing
4229 TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	9,461.05	215572 0307352	Fuel
4229 TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	13,385.20	215572 0307930	Fuel
4229 TOM RANDALL DIST. CO	Golf Course	555500	425000	Equip Supplies & Maint	2,361.65	215572 0307712	Fuel
4273 TURF EQUIPMENT CO	Golf Course	555500	426000	Bldg & Grnd Suppl & Maint	5,481.40	215573 447465-00	Turf Equipment and Treatment
4341 UTAH ASSOCIATED MUNI	Light & Power	535300	448620	Power Purch CRSP	220,269.70	215575 05262020	UAMPS May 2020 payment for power
4341 UTAH ASSOCIATED MUNI	Light & Power	535300	448621	Power Purch IPP	1,484.97	215575 05262020	UAMPS May 2020 payment for power
4341 UTAH ASSOCIATED MUNI	Light & Power	535300	448622	Power Purch San Juan	128,072.33	215575 05262020	UAMPS May 2020 payment for power
4341 UTAH ASSOCIATED MUNI	Light & Power	535300	448626	Power Purch UAMPS (Pool etc)	410,552.53	215575 05262020	UAMPS May 2020 payment for power
4341 UTAH ASSOCIATED MUNI	Light & Power	535300	448628	Pineview Hydro	3,000.46	215575 05262020	UAMPS May 2020 payment for power
4477 WAGSTAFF CRANE SERVI	Light & Power	535300	448628	Pineview Hydro	1,320.00	215578 0420-271	Reset Vault Lids at Pineview
9409 WILLIAMSEN-GODWIN TR	Streets	104410	425000	Equip Supplies & Maint	1,514.78	215582 0007211-IN	Chain and Parts for Spreader
					<b>TOTAL:</b>	<b>1,035,099.65</b>	

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid June 1, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1078	ALL STAR STRIPING, L	Legislative	454110 473100	Improv Other Than Bldgs	1,097.00	215586 5094		Bountiful Plaza Parking Lot
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	215588 63V13720		TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	215588 63V13820		TREE TRIMMING
5499	BIG T RECREATION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,800.00	215590 4232		150 ENGINEERED WOOD FIBER
1615	CENTURYLINK	Enhanced 911	104219 428000	Telephone Expense	3,522.28	215595 05222020		Acct # 801-578-0401 452B
11837	CG PLUMBING	Water	515100 426000	Bldg & Grnd Suppl & Maint	1,940.00	215596 1259		Recirulator for Womens Bathroom
1720	CODALE ELECTRIC SUPP	Light & Power	535300 448614	Plant Equipment Repairs	4,987.00	215600 S7008639.001		COMMUNICATION SOFTWARE
1836	CUSTOM FENCE CO.	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,716.00	215605 K2666		FENCE @ NORTH CANYON PARK
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	2,040.08	215613 1119425		Brass Saddles
2348	GREEN CONSTRUCTION,	Streets	104410 473400	Concrete Repairs	3,872.00	215617 20535P001		Remove and Replace Curb and Gutter
11701	HORROCKS ENGINEERS	Streets	104410 473400	Concrete Repairs	7,771.50	215625 55958		Davis Blvd Bridge at Mill Creek
11061	JACK HARRIS PAINT	Liability Insurance	636300 451150	Liability Claims/Deductible	1,002.38	215630 49492		Vehicle Repairs
2719	JMR CONSTRUCTION INC	Parks	104510 473100	Improv Other Than Bldgs	8,500.00	215631 5/25/2020		DOG PARK MOW STRIP
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,782.08	215636 382321		Road Base
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,833.42	215636 382274		Road Base
2932	LES SCHWAB TIRE CENT	Water	515100 425000	Equip Supplies & Maint	1,149.07	215641 50100174898		Tire and Service
11730	LINE 29 ARCHITECTURE	Streets	454410 472100	Buildings	20,400.00	215642 1005		CITY CAR WASH DESIGN
11558	NICHOLSON PROFESS	Legislative	454110 473100	Improv Other Than Bldgs	149,408.99	215652 1825-8		Project # 1825 Bountiful City Hall
3541	PRECISION CONCRETE C	Streets	104410 473400	Concrete Repairs	41,995.68	215658 UT15393JT		2020 Trip Hazard Removal
11060	PRIME FIELD SERVICE	Light & Power	535300 448627	Echo Hyrdo	54,846.10	215660 021730		Turbine Repairs
3779	ROTO AIRE FILTER SAL	Light & Power	535300 448614	Plant Equipment Repairs	7,440.00	215666 314245		AIR FILTERS
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	4,465.00	215678 1495578		Chlorine
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	12,075.75	215679 0308398		Fuel
5224	WATCH GUARD VIDEO	Liquor Control	104218 445100	Public Safety Supplies	3,450.00	215690 WARINV004239		Software Maintenance
5224	WATCH GUARD VIDEO	Liquor Control	104218 445100	Public Safety Supplies	7,790.00	215690 480INV0005896		Software Maintenance
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,095.00	215693 104654		Janitorial Cleaning Services for April 2020
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,095.00	215693 104845		Janitorial Cleaning Services for March 1-31, 2020
					<b>TOTAL:</b>	<b>362,023.93</b>		



# City Council Staff Report

**Subject:** April 2020 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** June 16, 2020



---

## **Background**

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

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative revenue and expenditure data for April 2020 compared to the past three fiscal YTD periods through each respective April.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

The FY2020 budget portion of these reports is the originally adopted FY2020 budget approved by the City Council in June of 2019.

## **Recommendation**

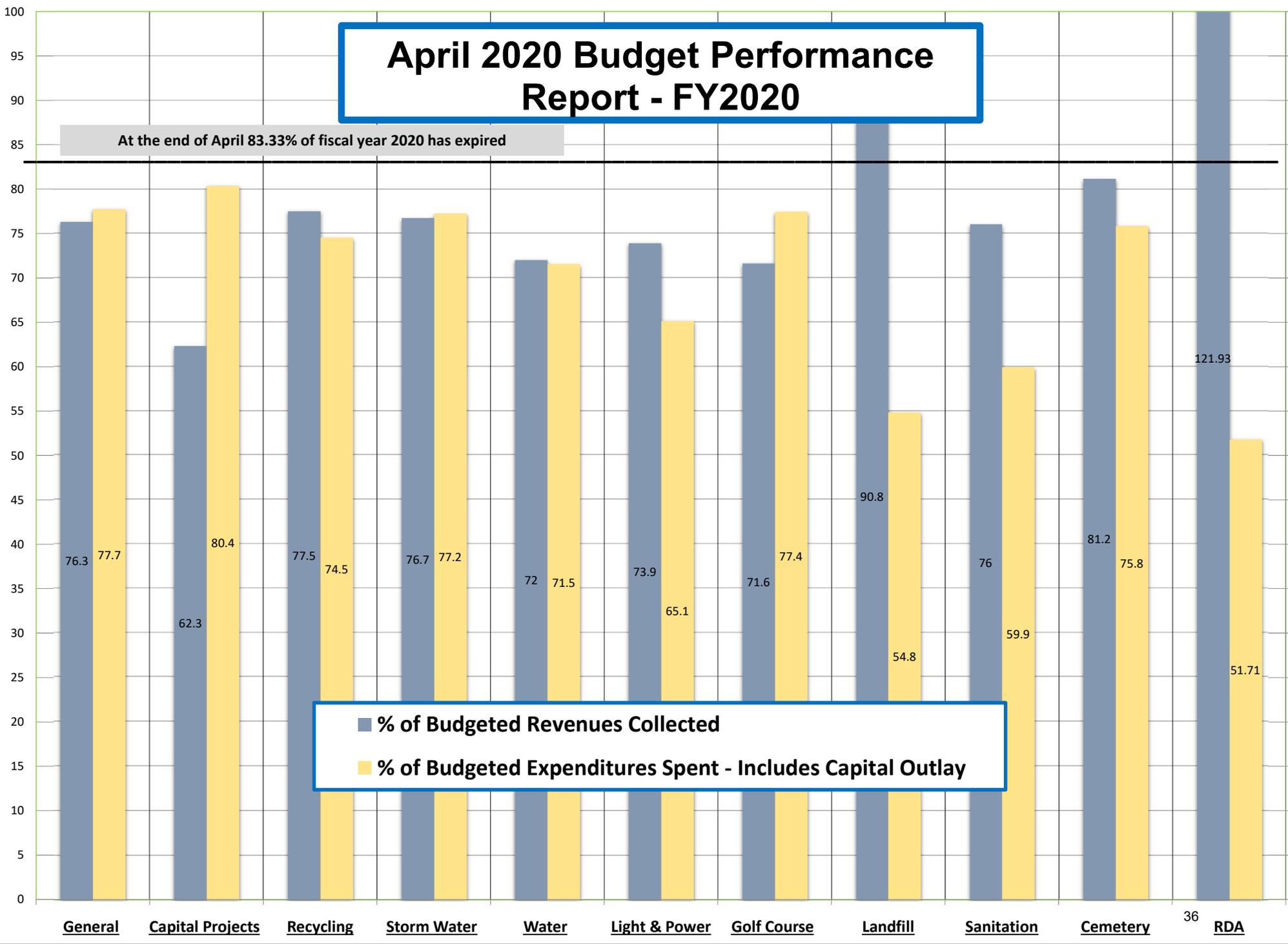
Council should review the attached revenue, expense, and budget reports.

## **Attachments**

- April 2020 Revenue & Expense Report – Fiscal 2020 YTD

# April 2020 Budget Performance Report - FY2020

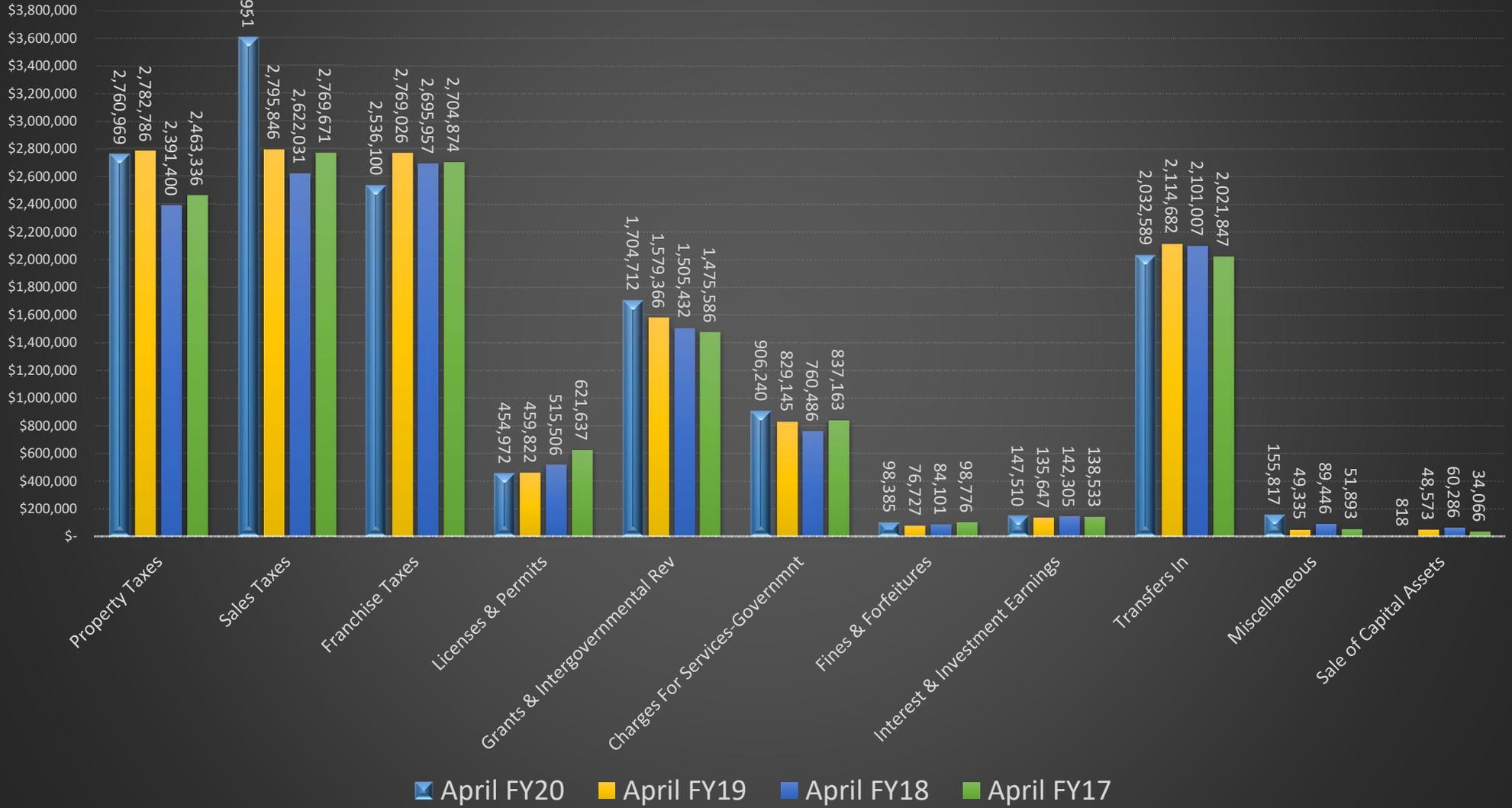
At the end of April 83.33% of fiscal year 2020 has expired



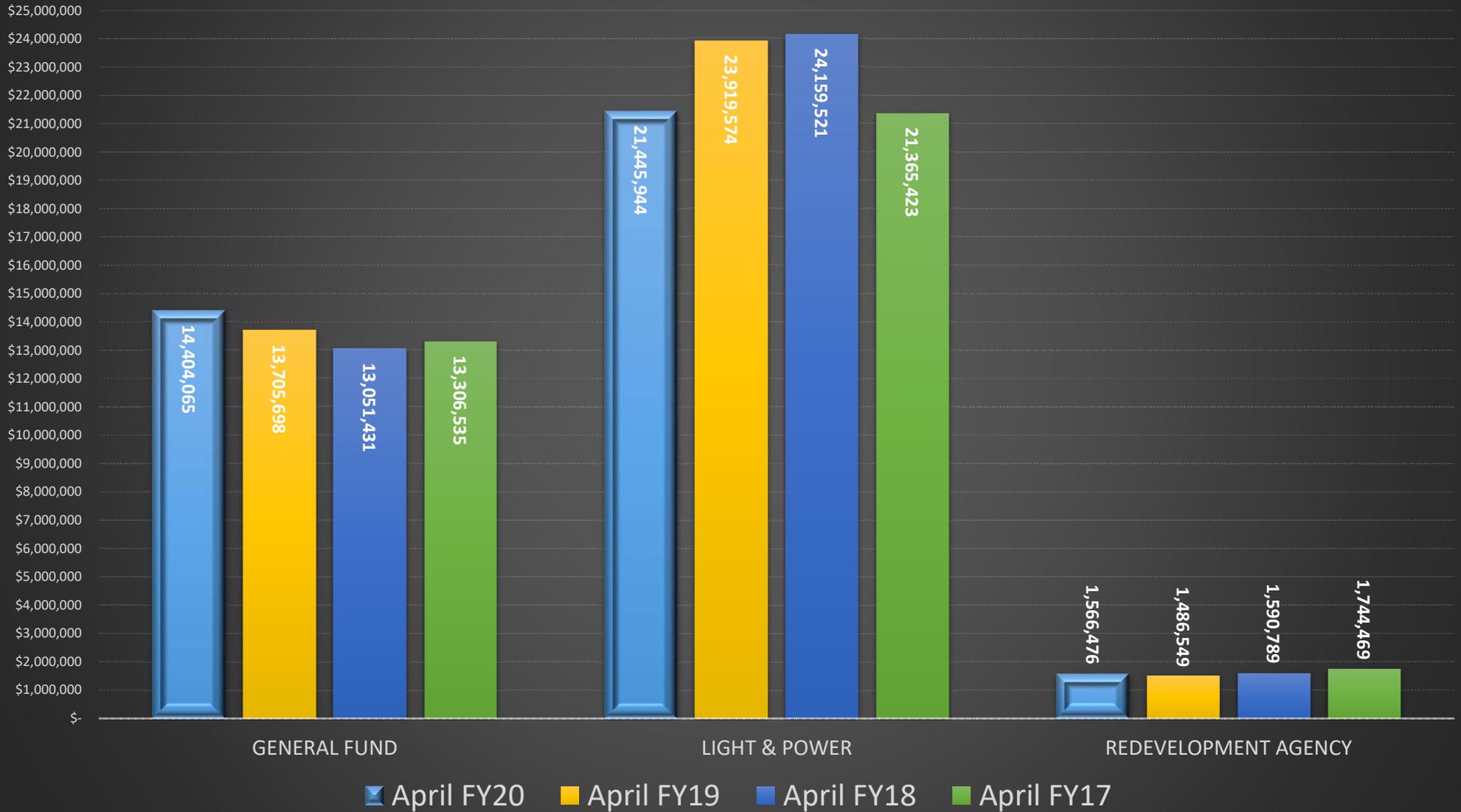
■ % of Budgeted Revenues Collected  
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

## General Fund Detailed Revenues - April 2020

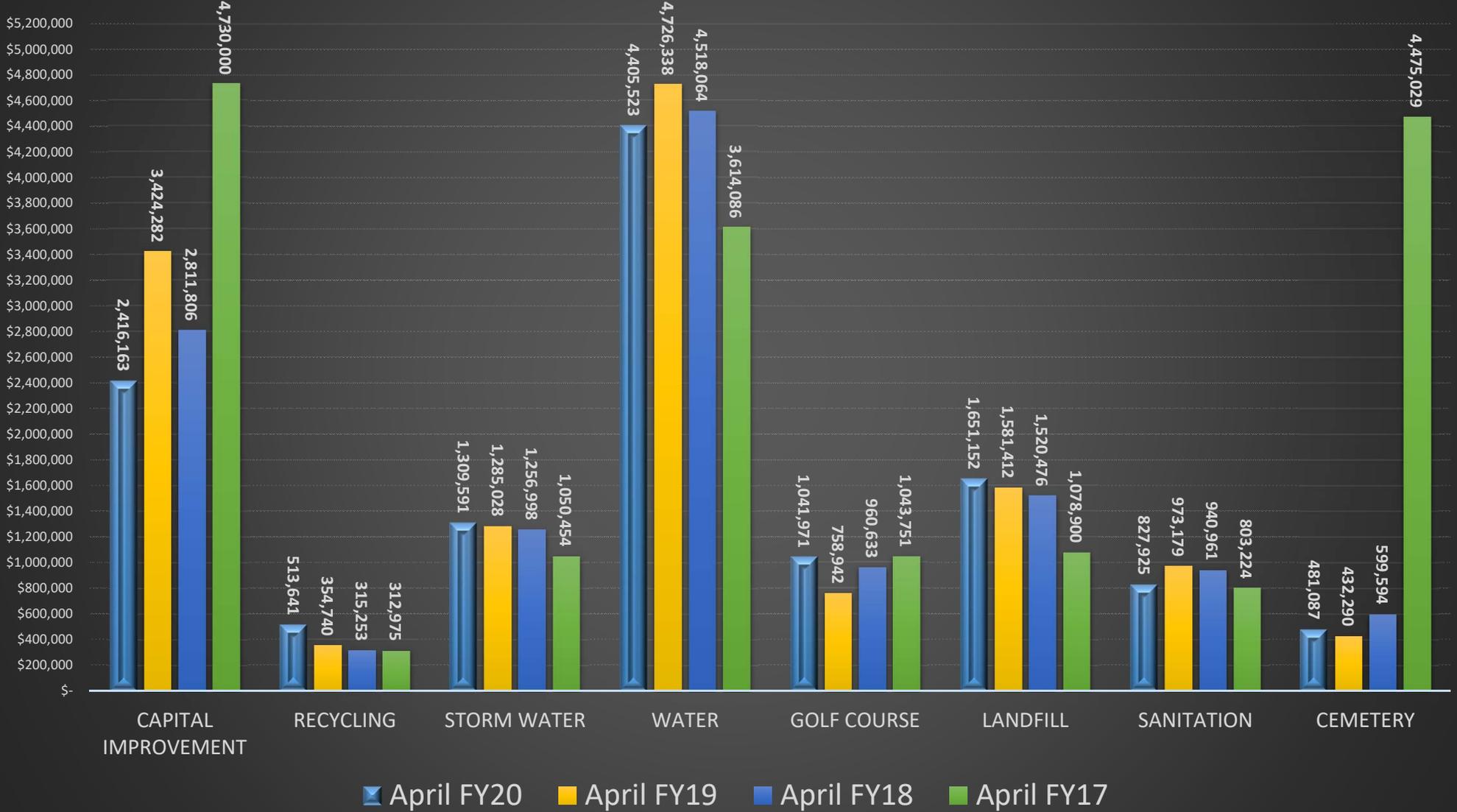
**YTD Revenues (Fiscal Year 2020) Compared to the Revenues of the Same Timeframe of the Past Three Fiscal Years**



## April 2020 YTD Revenues (Fiscal 2020) Compared to the Revenues of Same Timeframe of the Past Three Fiscal Years



## April 2020 YTD Revenues (Fiscal 2020) Compared to the Revenues of Same Timeframe of the Past Three Fiscal Years



05/20/2020 17:51  
TBECK

City of Bountiful, UT  
APRIL YTD REVENUES - FY2020

P 1  
glytdbud

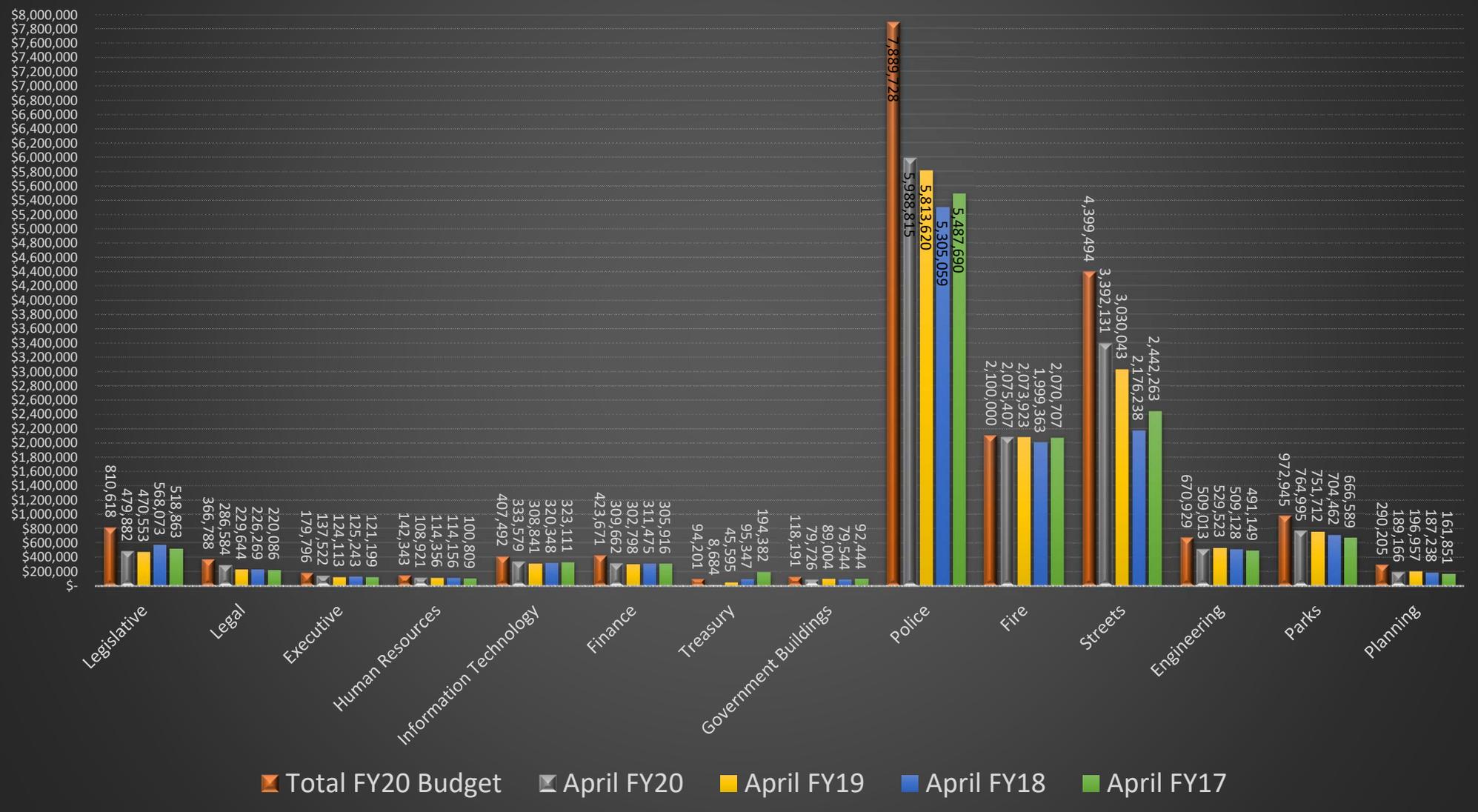
FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-18,866,401	-18,866,401	-14,404,064.55	-1,043,398.05	.00	-4,462,336.45	76.3%
30 DEBT SERVICE	-400	-400	-375.81	-38.26	.00	-24.19	94.0%
44 MUNICIPAL BUILDING AUTHORITY	-6,000	-6,000	-6,549.07	-666.79	.00	549.07	109.2%
45 CAPITAL IMPROVEMENT	-9,797,800	-3,879,175	-2,416,163.34	-240,470.76	.00	-1,463,011.66	62.3%
48 RECYCLING	-662,685	-662,685	-513,641.46	-54,554.25	.00	-149,043.54	77.5%
49 STORM WATER	-1,707,000	-1,707,000	-1,309,591.36	-145,087.10	.00	-397,408.64	76.7%
51 WATER	-6,115,000	-6,115,000	-4,405,522.97	-403,330.17	.00	-1,709,477.03	72.0%
53 LIGHT & POWER	-34,204,247	-29,011,011	-21,445,944.08	-1,997,483.95	.00	-7,565,066.92	73.9%
55 GOLF COURSE	-1,661,966	-1,455,500	-1,041,970.52	-173,466.75	.00	-413,529.48	71.6%
57 LANDFILL	-2,468,676	-1,818,645	-1,651,151.73	-231,598.80	.00	-167,493.27	90.8%
58 SANITATION	-1,217,374	-1,090,000	-827,924.91	-92,310.83	.00	-262,075.09	76.0%
59 CEMETERY	-592,200	-592,200	-481,087.02	-69,353.51	.00	-111,112.98	81.2%
61 COMPUTER MAINTENANCE	-61,730	-44,758	-45,027.41	-90.88	.00	269.41	100.6%
63 LIABILITY INSURANCE	-578,137	-403,300	-406,299.08	-3,337.31	.00	2,999.08	100.7%
64 WORKERS' COMP INSURANCE	-304,550	-304,550	-253,526.75	-23,326.69	.00	-51,023.25	83.2%
72 RDA REVOLVING LOAN FUND	-502,600	-224,729	-228,926.66	-9,709.49	.00	4,197.66	101.9%
73 REDEVELOPMENT AGENCY	-4,386,523	-1,060,008	-1,337,548.87	-7,898.92	.00	277,540.87	126.2%
74 CEMETERY PERPETUAL CARE	-95,000	-95,000	-97,845.90	-12,097.61	.00	2,845.90	103.0%
78 LANDFILL CLOSURE	-18,000	-18,000	-16,669.78	-1,043.17	.00	-1,330.22	92.6%
83 RAP TAX	-797,734	-561,000	-420,207.66	-40,749.69	.00	-140,792.34	74.9%
92 OPEB TRUST	0	0	-8,460.98	542.25	.00	8,460.98	100.0%
99 INVESTMENT	0	0	380,398.97	-797,478.34	.00	-380,398.97	100.0%
GRAND TOTAL	-84,044,023	-67,915,362	-50,938,100.94	-5,346,949.07	.00	-16,977,261.06	75.0%

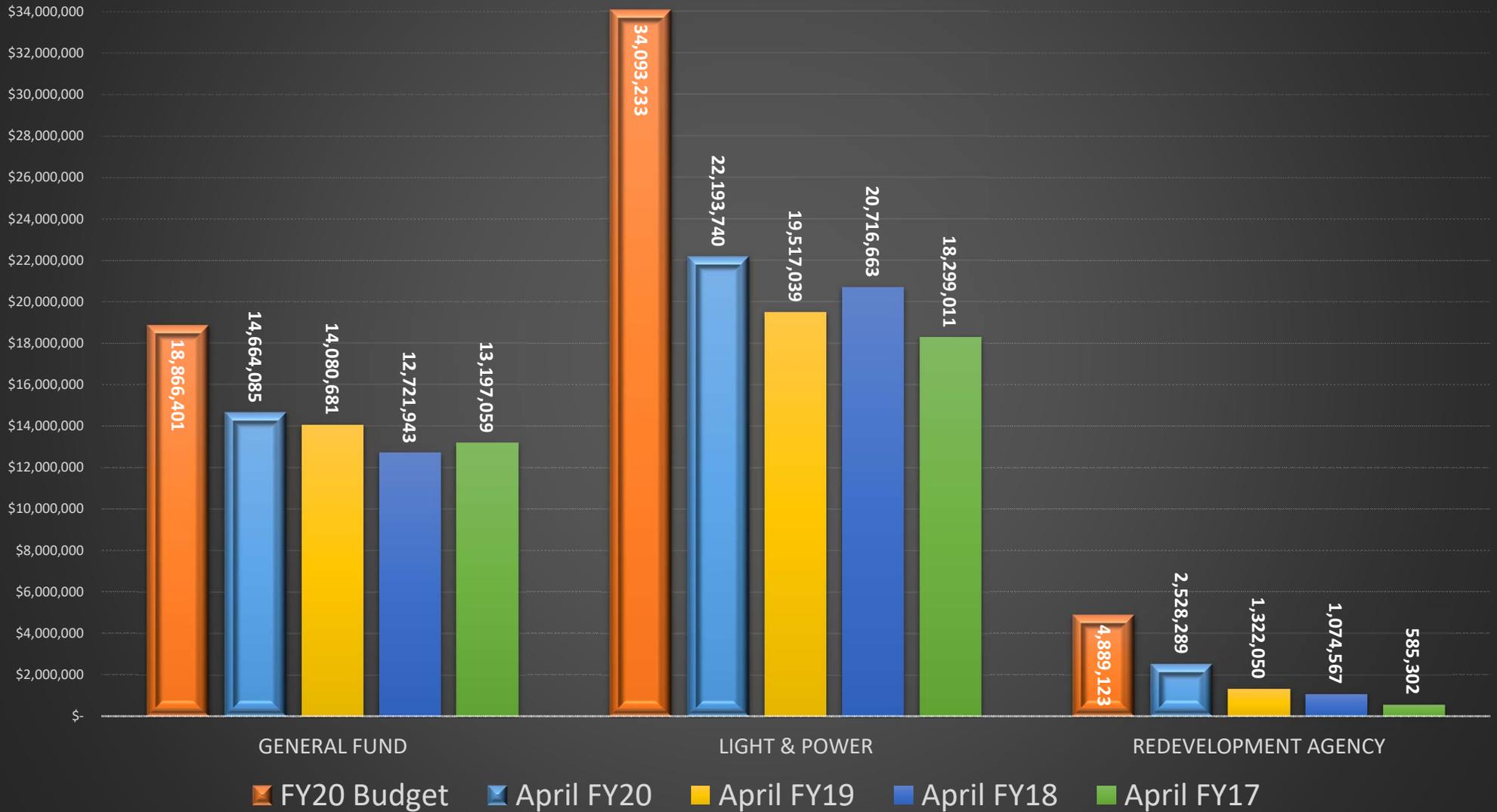
\*\* END OF REPORT - Generated by Tyson Beck \*\*

## General Fund Detailed Expenditures - April 2020

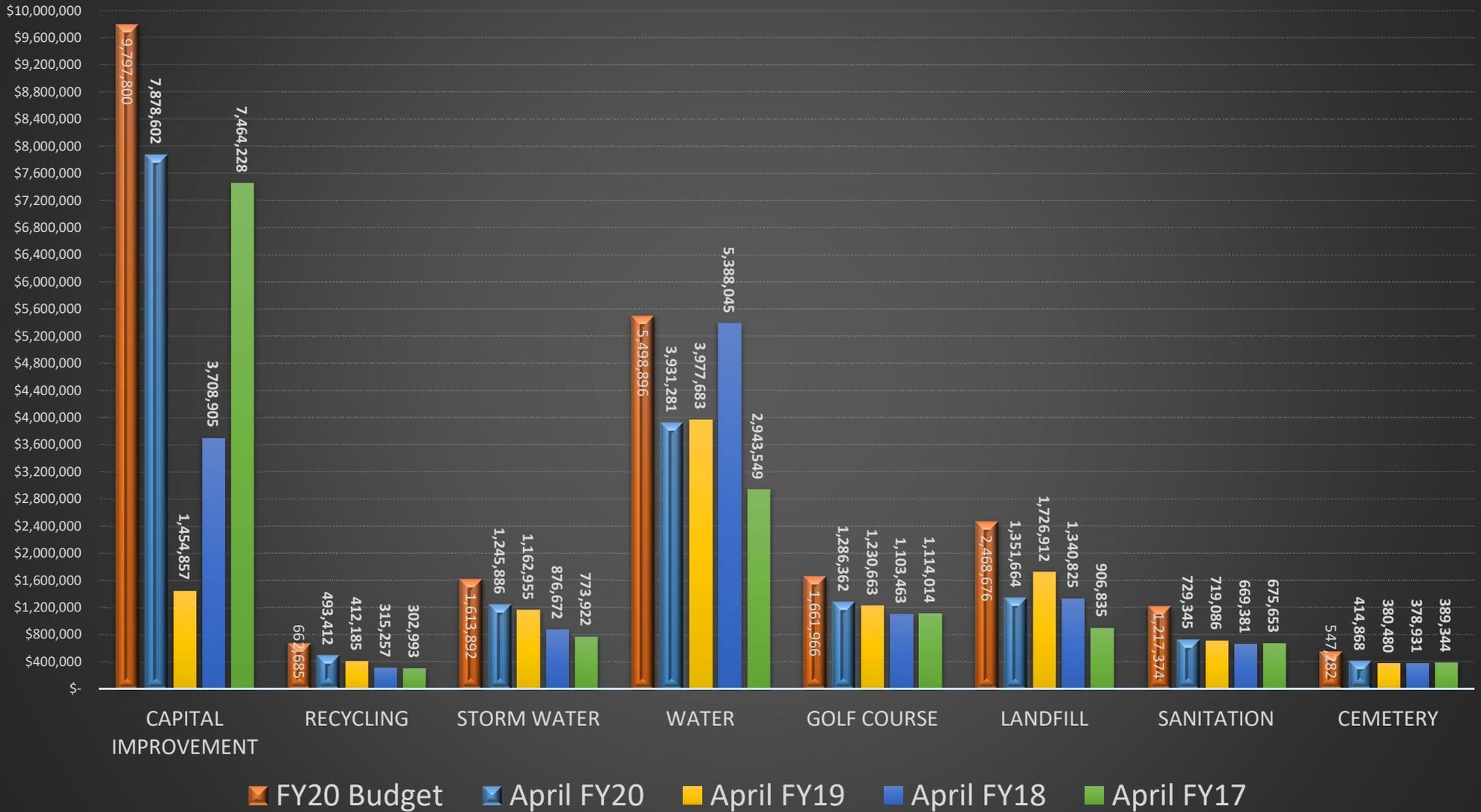
### Fiscal 2020 YTD Expenditures Compared to the Fiscal 2020 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## April 2020 YTD (Fiscal 2020) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## April 2020 YTD (Fiscal 2020) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



05/21/2020 09:11  
TBECK

City of Bountiful, UT  
APRIL YTD EXPENSES - FY2020

P 1  
glytddbud

FOR 2020 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	810,618	810,618	479,882.22	34,030.62	.00	330,735.78	59.2%
4120 Legal	366,788	366,788	286,583.76	25,291.15	.00	80,204.24	78.1%
4130 Executive	179,796	179,796	137,521.83	12,394.28	.00	42,274.17	76.5%
4134 Human Resources	142,343	142,343	108,920.69	8,153.23	.00	33,422.31	76.5%
4136 Information Technology	407,492	407,492	333,578.91	45,061.72	.00	73,913.09	81.9%
4140 Finance	423,671	423,671	309,661.70	23,829.78	.00	114,009.30	73.1%
4143 Treasury	94,201	94,201	8,684.00	-10,308.96	.00	85,517.00	9.2%
4160 Government Buildings	118,191	118,191	79,726.17	8,359.53	.00	38,464.83	67.5%
4210 Police	6,740,767	6,740,767	5,122,134.18	490,982.79	.00	1,618,632.82	76.0%
4215 Reserve Officers	10,000	10,000	596.53	.56	.00	9,403.47	6.0%
4216 Crossing Guards	151,049	151,049	110,592.17	10,327.43	.00	40,456.83	73.2%
4217 PROS	353,770	353,770	257,761.11	20,902.03	.00	96,008.89	72.9%
4218 Liquor Control	39,142	39,142	15,591.38	833.33	.00	23,550.62	39.8%
4219 Enhanced 911	595,000	595,000	482,139.36	48,192.52	.00	112,860.64	81.0%
4220 Fire	2,100,000	2,100,000	2,075,407.00	.00	.00	24,593.00	98.8%
4410 Streets	4,399,494	4,399,494	3,392,131.16	204,909.69	.00	1,007,362.84	77.1%
4450 Engineering	670,929	670,929	509,012.71	45,628.46	.00	161,916.29	75.9%
4510 Parks	972,945	972,945	764,994.53	76,691.46	.00	207,950.47	78.6%
4610 Planning	290,205	290,205	189,165.51	17,111.22	.00	101,039.49	65.2%
TOTAL GENERAL FUND	18,866,401	18,866,401	14,664,084.92	1,062,390.84	.00	4,202,316.08	77.7%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	400	25	9.44	1.07	.00	15.56	37.8%
TOTAL DEBT SERVICE	400	25	9.44	1.07	.00	15.56	37.8%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	6,000	372	236.52	18.62	.00	135.48	63.6%
TOTAL MUNICIPAL BUILDING AUTHORITY	6,000	372	236.52	18.62	.00	135.48	63.6%
<u>45 CAPITAL IMPROVEMENT</u>							

05/21/2020 09:11  
TBECK

City of Bountiful, UT  
APRIL YTD EXPENSES - FY2020

P 2  
glytddbud

FOR 2020 10

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	7,880,800	7,880,800	6,922,918.46	335,805.95	.00	957,881.54	87.8%
4136	Information Technology	25,000	25,000	.00	.00	.00	25,000.00	.0%
4140	Finance	45,000	45,000	13,261.26	1,354.49	.00	31,738.74	29.5%
4210	Police	737,000	737,000	47,755.86	.00	.00	689,244.14	6.5%
4410	Streets	995,000	995,000	838,132.58	3,000.00	.00	156,867.42	84.2%
4510	Parks	115,000	115,000	56,533.79	5,155.00	.00	58,466.21	49.2%
	TOTAL CAPITAL IMPROVEMENT	9,797,800	9,797,800	7,878,601.95	345,315.44	.00	1,919,198.05	80.4%
48 RECYCLING								
4800	Recycling	662,685	662,685	493,411.79	54,077.87	.00	169,273.21	74.5%
	TOTAL RECYCLING	662,685	662,685	493,411.79	54,077.87	.00	169,273.21	74.5%
49 STORM WATER								
4900	Storm Water	1,707,000	1,613,892	1,245,886.37	53,590.86	.00	368,005.63	77.2%
	TOTAL STORM WATER	1,707,000	1,613,892	1,245,886.37	53,590.86	.00	368,005.63	77.2%
51 WATER								
5100	Water	6,115,000	5,498,896	3,931,281.32	316,026.87	.00	1,567,614.68	71.5%
	TOTAL WATER	6,115,000	5,498,896	3,931,281.32	316,026.87	.00	1,567,614.68	71.5%
53 LIGHT & POWER								
5300	Light & Power	34,204,247	34,093,233	22,193,739.73	3,432,000.25	.00	11,899,493.27	65.1%
	TOTAL LIGHT & POWER	34,204,247	34,093,233	22,193,739.73	3,432,000.25	.00	11,899,493.27	65.1%
55 GOLF COURSE								

05/21/2020 09:11  
TBECK

City of Bountiful, UT  
APRIL YTD EXPENSES - FY2020

P 3  
glytbdud

FOR 2020 10

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,661,966	1,661,966	1,286,362.34	117,611.56	.00	375,603.66	77.4%
	TOTAL GOLF COURSE	1,661,966	1,661,966	1,286,362.34	117,611.56	.00	375,603.66	77.4%
<hr/>								
57	LANDFILL							
5700	Landfill	2,468,676	2,468,676	1,351,664.26	128,940.33	.00	1,117,011.74	54.8%
	TOTAL LANDFILL	2,468,676	2,468,676	1,351,664.26	128,940.33	.00	1,117,011.74	54.8%
<hr/>								
58	SANITATION							
5800	Sanitation	1,217,374	1,217,374	729,344.60	72,422.89	.00	488,029.40	59.9%
	TOTAL SANITATION	1,217,374	1,217,374	729,344.60	72,422.89	.00	488,029.40	59.9%
<hr/>								
59	CEMETERY							
5900	Cemetery	592,200	547,282	414,867.78	50,639.34	.00	132,414.22	75.8%
	TOTAL CEMETERY	592,200	547,282	414,867.78	50,639.34	.00	132,414.22	75.8%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	61,730	61,730	50,205.03	4,707.81	.00	11,524.97	81.3%
	TOTAL COMPUTER MAINTENANCE	61,730	61,730	50,205.03	4,707.81	.00	11,524.97	81.3%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	578,137	578,137	477,880.36	10,955.31	.00	100,256.64	82.7%
	TOTAL LIABILITY INSURANCE	578,137	578,137	477,880.36	10,955.31	.00	100,256.64	82.7%
<hr/>								
64	WORKERS' COMP INSURANCE							

05/21/2020 09:11  
TBECK

City of Bountiful, UT  
APRIL YTD EXPENSES - FY2020

P 4  
glytdbud

FOR 2020 10

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	304,550	295,511	452,245.10	86,185.08	.00	-156,734.10	153.0%
	TOTAL WORKERS' COMP INSURANCE	304,550	295,511	452,245.10	86,185.08	.00	-156,734.10	153.0%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,600	502,600	1,476.65	170.12	.00	501,123.35	.3%
	TOTAL RDA REVOLVING LOAN FUND	502,600	502,600	1,476.65	170.12	.00	501,123.35	.3%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	4,386,523	4,386,523	2,526,812.40	40,540.99	.00	1,859,710.60	57.6%
	TOTAL REDEVELOPMENT AGENCY	4,386,523	4,386,523	2,526,812.40	40,540.99	.00	1,859,710.60	57.6%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	95,000	1,500	971.42	107.15	.00	528.58	64.8%
	TOTAL CEMETERY PERPETUAL CARE	95,000	1,500	971.42	107.15	.00	528.58	64.8%
<hr/>								
78	LANDFILL CLOSURE							
7800	Landfill Closure	18,000	0	.00	.00	.00	.00	.0%
	TOTAL LANDFILL CLOSURE	18,000	0	.00	.00	.00	.00	.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	797,734	797,734	55,405.33	10,037.94	.00	742,328.67	6.9%
	TOTAL RAP TAX	797,734	797,734	55,405.33	10,037.94	.00	742,328.67	6.9%
<hr/>								
92	OPEB TRUST							

05/21/2020 09:11  
TBECK

City of Bountiful, UT  
APRIL YTD EXPENSES - FY2020

P 5  
glytdbud

FOR 2020 10

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	26,657.08	5,828.49	.00	-26,657.08	100.0%
	TOTAL OPEB TRUST	0	0	26,657.08	5,828.49	.00	-26,657.08	100.0%
	GRAND TOTAL	84,044,023	83,052,337	57,781,144.39	5,791,568.83	.00	25,271,192.61	69.6%

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

# City Council Staff Report

**Subject:** Storm Water Ordinance Revision- Retention  
**Author:** Todd Christensen  
**Department:** Engineering  
**Date:** June 16, 2020



---

## **Background**

In 2003, Bountiful City was initially required to obtain a municipal storm water permit from the State of Utah in order to discharge storm water from the city into the creeks (Waters of the State). Multiple renewal permits have been issued since 2003, each having changes to the requirements. The most recent renewal permit (and modifications) includes more specific requirements relating to long-term management of storm water.

## **Analysis**

In order for the City to comply with the new conditions of our storm water permit, the ordinance (Title 6, Chapter 15 Bountiful City Code) needs to be revised, especially as it relates to storm water retention for developments. Additional revisions are proposed to make the ordinance consistent with practice, clarify the meaning of the ordinance, and to simplify the ordinance where appropriate. The permit requirements regarding the City's ordinance will be met with the proposed changes.

Highlights of the proposed revisions to the ordinance:

- Require that new development projects disturbing one acre or more of land provide retention so that water from storms less than 0.6" (the 80<sup>th</sup> percentile rainfall event) is retained and managed on site without being discharged. This requirement is in addition to the requirement currently in place that limits peak flow rate discharge for larger storms.
- Require that re-development projects disturbing one acre of more of land that are increasing impervious surface area by more than 10% provide retention of the 80<sup>th</sup> percentile rainfall event;
- Provide references to guidance for design and implementation of long-term storm water management facilities;

Note: The State of Utah has developed a document: *Guide to Low-Impact Development in Utah* that is intended to assist in understanding and meeting the new retention requirements. Also, Bountiful Engineering Department has written a handout for developers, engineers, and contractors to assist them in the particulars of implementing the new standards in Bountiful City (applicability, feasibility constraints, design criteria, acceptable practices, etc.);

- Include more specific provisions to ensure long-term operation and maintenance;
- Provide an appeals process for enforcement actions that are taken.

### **Department Review**

The proposed changes have been reviewed by the City Engineer and the City Attorney.

### **Significant Impacts**

The changes to the ordinance will impact developers of new projects that disturb one acre or more of ground. Developers will need to not only fulfill the current requirement of limiting peak runoff from the development but will also need to retain (prevent runoff) from 80% of rainfall events. Developers of re-development projects that disturb one acre or more of ground will be impacted only if the project will increase the amount of impervious surface by more than 10%. Developers will also need to plan for long-term operation and maintenance of storm water management facilities. We will use a Maintenance Agreement to clearly define the responsibilities that the developers have in long-term management of the facilities, allow city staff to inspect, and explain how corrective action is handled.

City staff will also be impacted by the changes. Staff will need to provide:

- additional development review;
- additional inspection during development;
- oversight of long-term operation and maintenance of storm water retention facilities including periodic inspections.

### **Recommendation**

Staff recommends the following action to be taken by the City Council:

- Adopt Ordinance No. 2020-04 amending Chapter 15, Title 6 of the Bountiful City Municipal Code.

### **Attachment**

Ordinance 2020-04: showing proposed changes to Chapter 15, Title 6 of the Bountiful City Municipal Code.



# BOUNTIFUL

## Bountiful City Ordinance No. 2020-04

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

### AN ORDINANCE AMENDING CHAPTER 15, TITLE 6 OF THE BOUNTIFUL CITY MUNICIPAL CODE

**WHEREAS**, Bountiful City manages a storm water sewer system within the Bountiful City limits through its Storm Water Management Ordinance; and

**WHEREAS**, the purpose of the Storm Water Management Ordinance is to protect the health safety and welfare of the City improving, managing and protecting the City's storm water sewer system and to receive waters into the storm sewer system as required by federal and state law; and

**WHEREAS**, certain federal and/or state requirements change from time to time; and

**WHEREAS**, recent updates to federal and state law have made it necessary to update and amend the City's Storm Water Management Ordinance; and

**WHEREAS**, the City Council finds it in the best interest of the City and the general health, safety and welfare of the public that this Ordinance amending the City's Storm Water Management Ordinance be passed.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:**

**Section 1. Ordinance Amendment.** Title 6 of the Bountiful City Municipal Code is hereby amended follows:

#### **Chapter 15: Storm Water Management**

##### **6-15-101. Purposes and objectives.**

The purpose of this chapter is to protect the health, safety and welfare of the City and its inhabitants by improving the City's storm sewer system, managing and controlling storm water runoff, protecting property, preventing polluted water from entering the City's storm water system and other receiving waters as required by federal and state law. The objectives of this chapter are to:

- (a) Provide and maintain an adequate Municipal Separate Storm Sewer System (MS4) for handling storm water runoff.
- (b) Provide fair, equitable and non-discriminatory rates for using the storm drainage system which user fees will generate sufficient revenues for operating, improving and maintaining the storm drainage utility

adequately. Rates shall be applied consistently for the same class of customers.

(c) Establish a policy that fees should be set after considering such factors as:

- (1) Intensity of development of land parcels;
- (2) Types of development on land parcels;
- (3) Cost of maintaining, operating, repairing and improving the system;
- (4) Quantity and quality of the run-off generated;
- (5) Public health, safety and welfare; and,
- (6) Any other factors that should be considered.

(d) Regulate the contribution of pollutants to the MS4 by storm water discharges by any user

(e) Prohibit illicit connections and discharges to the MS4

(f) Guide, regulate and control the design, construction, use, and maintenance of any development or other activity that results in the movement of soil on land within the city

(g) Minimize increases in non-point source pollution caused by storm water runoff from development which would otherwise degrade local water quality

(h) Reduce storm water runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through storm water management controls and to ensure that these management controls are properly maintained and pose no threat to public safety

(i) Establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

#### **6-15-102. Definitions.**

Where terms are not defined by this section, such terms shall have ordinarily accepted meanings such as the context implies.

For the purpose of this ordinance, the following terms, phrases and words shall mean:

“Authorized Enforcement Agency” – Employees or designees of the director of the municipal agency designated to enforce this chapter.

“Best Management Practices (BMPs)” – Includes schedules of activities, prohibitions of practices, maintenance procedures, design standards, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into the waters of the State. BMPs also include treatment requirements, operating procedures, educational activities, and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“City” – Bountiful City, a municipal corporation of the State of Utah.

“City Engineer” – means the City Engineer or his/her authorized representatives.

“Clean Water Act” – The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

“Construction Activity” – Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition

“Conveyance System” – Any channel or pipe for collecting and directing the storm water.

“County” – Davis County

“Council” – Bountiful City Council

“Culvert” – A covered channel or large diameter pipe that directs water flow below the ground surface.

“Customer” or “Person” – Any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; the State or its departments, institutions, bureaus, agencies; county; city; political subdivision; or any other governmental or legal entity recognized by law.

“Degradation” – (Biological or chemical) The breakdown of chemical compounds into simpler substances, usually less harmful than the original compound, as with the degradation of a persistent pesticide. (Geological) Wearing down by erosion. (Water) The lowering of the water quality of a watercourse by an increase in the amount of pollutant(s).

“Design Storm” – A theoretical selected storm event that is used as a basis for design, defined in terms of the probability of occurrence over time.

“Discharge” – to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means any solid or liquid matter into the MS4..

“Drainage”– Refers to the collection, conveyance, containment, and/or discharge of surface and storm water runoff.

“Equivalent Residential Unit (ERU)” – An ERU is equal to 3,828 square feet of impervious surface area. This is based on a single-family residential parcel in Bountiful City, which has an average of 3,828 square feet of impervious surface according to a study completed in April 2000.

“Erosion” – The wearing away of land surface by wind or water. Erosion occurs naturally from weather or runoff but can be intensified by land-clearing practices related to farming, residential or industrial development, road building, or timber-cutting.

“Fill” – A deposit of earth material placed by construction activity.

“General Permit” – A permit issued under the UPDES program to cover a class or category of storm water discharges.

“Grading” – The cutting and/or filling of the land surface to a desired slope or elevation.

“Hazardous Waste” – By-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics (flammable, corrosivity, reactivity, or toxicity), or appears on special EPA lists.

“Illicit Connection” – Any physical connection to a publicly maintained storm drain system which has not been permitted by the public entity responsible for the operation and maintenance of the system.

“Impervious Surface” – A surface which prevents or retards the infiltration of water. ~~Some examples of impervious surfaces are rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, and gravel that has been subject to surface traffic, compacted native surfaces, and earthen materials, and oiled, macadam, or other surfaces which impede the natural infiltration of storm water.~~

“Infiltration” – The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed in terms of inches/hour.

“Inlet” – An entrance into a ditch, storm sewer, or other waterway.

“Mitigation” – Storm water control facilities located on a parcel, which either hold runoff for a short period of time before releasing it to the storm drainage system, or hold water until it evaporates or infiltrates into the ground.

“Municipal Separate Storm Sewer System (MS4)” – A municipally owned and operated storm water collection system that may consist of any or all of the following: curb & gutter, drainage swales, piping, ditches, canals, detention basins, inlet boxes, or any other system used to convey storm water that discharges into canals, ditches, streams, rivers, or lakes not owned and operated by that municipality.

“Mulch” – A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

“Non-point Source” – A group of diffuse sources of storm water runoff (not a single location such as a pipe) such as agricultural or urban land from which pollutants are or may be discharged.

“Off-site” – Any area lying upstream of the site that drains onto the site and any area lying downstream of the site to which the site drains.

“On-site” – The entire property that includes the proposed development.

“Parcel” – The smallest, separately segregated unit of land having an owner. A parcel has boundaries and surface area, and is documented with a property number by the County.

“Plat” – A map or representation of a subdivision showing the division of a tract or parcel of land into lots, blocks, streets, or other divisions and dedications.

“Point Source” – Any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

“Pollutant” – Generally, any substance introduced into the environment that adversely affects the

usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; sediment, floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Receiving Waters” – Bodies of water or surface water systems receiving water from upstream constructed (or natural) systems.

“Retention” – The holding of runoff in a basin without release except by means of evaporation, infiltration, or emergency bypass.

“Riparian” – A relatively narrow strip of land that borders a stream or river.

“Runon” – Storm water surface flow or other surface flow which enters property other than that where it originated.

“Runoff” – That part of precipitation, snow melt, or irrigation water that runs off the land into streams or other surface water.

“Single-Family Residential Parcel” – Any parcel of land containing a single-family dwelling unit.

“Source Control” – A practice or structural measure to prevent pollutants from entering storm water runoff or other environmental media.

“Storm Drainage Facilities” – Any facility, improvement, development, or property made for controlling storm water quantity and quality.

“Storm Drainage System” – All man-made storm drainage facilities and conveyances, and natural storm water drainage channels owned or maintained by the City that store, control, treat, and/or convey storm water.

“Storm Drainage Utility” or “Utility” – The utility created by this ordinance, which operates, maintains, regulates, and improves storm drainage facilities and programs within Bountiful City.

“Storm Water” – Runoff produced by precipitation events and snowmelt.

“Storm Water Pollution Prevention Plan (SWPPP)” – The set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff to pre-development levels during and after construction.

“Swale” – An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct storm water flows into primarily drainage channels and allow some of the storm water to infiltrate into the ground surface.

“Treatment Control BMP” – A BMP that is intended to remove pollutants from storm water.

“Undeveloped Parcel” – Any parcel that has not been altered by grading, filling, or construction.

“UPDES(Utah Pollutant Discharge Elimination System)” – means the State-wide program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under the Utah Water Quality Act (Title 19, Chapter 5, Utah Code Annotated). UPDES is described in the Rules of the Utah Administrative Code R317-8.

“Waters of the State” – All streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state of Utah or any portion thereof, except that bodies of water confined to and retained within the limits of private property, and which do not develop into or constitute a nuisance, or a public health hazard, or a menace to fish and wildlife.

“Wetland” – An area that is regularly saturated by surface or ground water and subsequently characterized by a prevalence of vegetation that is adapted for life in saturated soil conditions. Examples include: swamps, bogs, marshes, and estuaries.

**6-15-103. Storm Drainage Utility Created.**

(a) There is hereby created and established a Bountiful City Storm Drainage Utility. All storm drainage facilities owned by the City constitute the physical assets of the Bountiful Storm Drain Utility.

(b) Responsibility of Administration.

The City Engineer shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the City may be delegated by the City Engineer to persons or entities acting in the beneficial interest of or in the employ of the City.

(c) Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure compliance with federal regulations, or that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

**6-15-104. City Storm Drainage Utility facilities and assets.**

The Utility shall operate, maintain, and improve all existing City storm drainage facilities used for the conveyance of storm waters, through, under or over lands or watercourses, beginning at a point where the storm waters first enter the storm drainage system of the city and ending in each instance at a point where the storm waters exit from the system. However, the utility does not include government-owned streets or those facilities operated and maintained by or for the County or the State of Utah.

~~**6-15-105. Waters discharged to storm drains.**~~

~~The only substance dischargeable into the City’s storm drainage system is non-polluted water. Such water may be discharged only into storm drains which have adequate capacity for the accommodation of such water. Such discharged water shall comply with the established storm water quality standards.~~

~~**6-15-106. System of rates and charges.**~~

(a) Service fees imposed. The City will by resolution of the City Council impose storm drainage fee rates and charges on each parcel of real property within the City except governmentally-owned streets. The charges shall fund the administration, planning design, construction, water quality programming, operation, maintenance and repair of existing and future storm water facilities.

(b) Method of determining contribution of storm water.

(1) Contributions of storm water from non-residential parcels and residential parcels larger than ~~duplexes~~four-unit buildings have been ascertained through aerial photography and by evaluating land surface and measuring the amount of impervious surface.

(2) Contributions of storm water from residential parcels up to and including ~~duplexes~~four-unit buildings have been ascertained by sampling the amount of residential impervious areas.

(c) Storm drainage service fees shall be assessed on each parcel of real property within the City (including City-owned properties), except government-owned streets and City storm water facilities. Service fees shall be established by resolution of the City Council and may be differentiated according to the following classifications:

**Residential parcels:** Single-family residential ~~and duplex~~ parcels shall constitute one ERU per month.

**Undeveloped parcels:** Undeveloped parcels shall have no charges assessed.

**Other parcels:** Charges for all other parcels shall be computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by 3,828 (one ERU), rounded to the nearest half or whole number.

**Credit for on-parcel mitigation:** Non-residential parcels with mitigating storm water facilities, e.g. approved on-site detention/retention of storm water, approved discharge of storm water through a sewer connection or other approved and complete on-site detention methods that meet the City's design and maintenance standards may be eligible for a service fee credit. The parcel's owner or agent must make application for this credit to the City Engineer. The amount of credit is based on the following formula:

$$P = 50 + 50 (Q_r/Q_p)$$

Formula symbols have the following meaning:

- P = Percentage of storm drainage fees to be applied to the parcel
- 50 = Percentage representing Utility's fixed operation and maintenance costs
- 50 = Percentage representing costs for Utility's capital improvement program
- Q<sub>r</sub> = Restricted storm water discharge from a parcel
- Q<sub>p</sub> = Peak storm water discharge from the same parcel that would result if the mitigating facilities were not in place.

The City Engineer may, if requested, provide a complete on-site mitigation evaluation at the expense of the parcel's owner or authorized agent.

**Credit for regional storm water mitigation:** Non-residential parcels with mitigating storm water facilities, that serve the City's regional storm water needs as prescribed by the storm water master plan

and utilizing methods that meet the City's design and maintenance standards, may be eligible for a service fee credit. The credit may be granted if property owners have not already been compensated for or agreed to construct the facilities as part the development process. The parcel's owner or agent must make application for this credit to the City Engineer.

If a request for mitigation credit is granted, the credit shall be applied to all charges from the time of the appealed billing, and will be reflected on the next billing thirty days after appeal is granted.

**Credit for maintenance of long-term storm water controls:** Non-residential properties with long-term storm water controls or measures that meet the city's standards for reducing storm water runoff pollution may be eligible for a service fee credit of up to 20%. The credit may be granted if the storm water controls are kept in effective operating condition as shown by an annual inspection report that must be provided to the city. The parcel's owner or agent must make application for this credit to the City Engineer annually.

**Low income relief:** A single family residential parcel owner who qualifies for the City's low income relief, as determined by resolution of the City Council and set forth in the fee schedule, may also be eligible for a reduction in the service charge for their parcel.

**6-15-1076.      Billing and collection.**

(a) Utility Enterprise Fund – This ordinance creates the Storm Drainage Utility Fund. All revenues received from storm drainage user fees shall be placed in the enterprise fund as a designated fund, to be left separate and apart from all other City funds. The collection, accounting, and expenditure of all storm water utility funds shall be in accordance with the Utah Uniform Fiscal Procedures Act.

(b) Billing – The City shall bill property owners for storm drainage utility services. Billing amounts shall be included as a separate line item on utility bills. A billing will also be sent to owners of parcels within the city who are not City utility customers.

(c) Collection – Partial payments on a combined utility bill shall be applied consistent with the billing procedures established by the City. Fees and charges shall be considered delinquent if not paid as determined by the procedures established by the City and will be a debt to the City, which shall be subject to recovery in a civil action. Pursuant to 10-8-38 Utah Code Ann., the City may cause the water service to the property to be shut off for failure to pay for the storm drainage service furnished, as set forth on the billing.

**6-15-1087.      Appeal of charges.**

(a) Any non-residential customer who disagrees with the storm drainage user fee for his or her parcel may apply to the City Engineer for a user fee adjustment. The adjustment request must state the grounds for adjustment and must be filed in writing with the City Engineer no later than thirty days after receipt of billing. The City Engineer shall review the request and basis for user charges to determine whether an error was made in the calculation or application of the fee.

(b) An appeal of a City Engineer's decision may be brought before the City Manager within thirty days after the date of the City Engineer's decision. The decision of the City Manager is final and conclusive. If an appeal of charges is successful, credit will be applied to all charges from the time of the appealed billing, and will be reflected on a future billing after the appeal is granted.

**6-15-1098.      Prohibitions.**

It is unlawful for any person to:

- (a) Track mud or sediment onto public streets by construction or delivery vehicles. Provisions shall be made at all construction sites to clean the vehicles before vehicles leave the site.
- (b) Washout concrete trucks at sites other than pre-approved designated areas. Dumping of excess concrete shall not be allowed.
- (c) Stockpile construction or yard improvement materials or debris in the street or in the gutter. This includes but is not limited to ramps being constructed for temporary access across the existing curb and gutter; stockpiling of topsoil or other fill material; stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm water system.

**6-15-1409.      Illicit discharges.**

- (a) No person shall discharge or cause or allow to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.
- (b) The commencement, conduct or continuance of any discharge to the storm drain system is prohibited except as described as follows:

- (1) water line flushing or other potable water sources,
- (2) landscape irrigation or lawn watering,
- (3) diverted stream flows,
- (4) rising ground water,
- (5) ground water infiltration to storm drains,
- (6) uncontaminated pumped ground water,
- (7) foundation or footing drains,
- (8) crawl space pumps,
- (9) air conditioning condensation,
- (10) springs,
- (11) individual residential washing of vehicles,
- (12) natural riparian habitat or wet-land flows,
- (13) swimming pools (if dechlorinated to less than one PPM chlorine),
- (14) residual street wash water
- (15) emergency fire fighting activities,

(16) discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(17) Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

(c) The prohibition shall not apply to any non-storm water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(d) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(e) This prohibition expressly includes, without limitation, connections of sanitary sewer lines to the MS4.

**6-15-111. Construction-110. Development Storm Water Discharge Permit Required.**

(a) Owners and operators of any ~~construction~~development or re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to obtain a Storm Water Discharge Permit from the City.

(b) No person shall be granted a storm water discharge permit without the approval of a Storm Water Pollution Prevention Plan by the City Engineer.

~~(c) A storm water discharge permit will only be approved where storm drains have adequate capacity for the accommodation of such water.~~

(d) No storm water discharge permit is required for the following activities:

(1) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

(2) Existing nursery and agricultural operations conducted as a permitted main or accessory use.

(3) ~~Activities at construction sites which qualify for a Rainfall Erosivity Waiver according to the current UPDES Storm Water General Permit for Construction Activities.~~ Additions or modifications to existing single-family structures unless otherwise specifically required in this chapter.

**6-15-1121. Permit Application Requirements**

(a) Application for a construction storm water discharge permit shall be filed with the City Engineer. Applicants are required to obtain a permit prior to commencement of work. Each permit application shall bear the name and address and contact information of the owner of the site, developer of the site,

contractor(s) working at the site, and of any consulting firm retained by the applicant. The application shall be accompanied by a filing fee and a site specific storm water pollution prevention plan.

(b) The applicant is required to file a letter of credit or cash deposit in an amount deemed sufficient by the Engineering Department to cover all costs of implementation and maintenance of the approved Storm Water Pollution Prevention Plan including costs for improvements, landscaping, and maintenance of improvements for such period as specified by the city, and also to cover engineering and inspections costs and the cost to repair improvements installed on the site and damaged by uncontrolled erosion and sediment from the construction site.

**6-15-1132. Permit Fees.**

(a) The City shall charge and the Permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of existing Public Improvements or diminution of the useful life of existing Public Improvements, and other costs to the City associated with the work to be done under the permit. All costs shall be assessed in a non-discriminatory manner.

(b) The City Engineer may reduce or waive permit fees or penalties or portion thereof provided for in this Chapter, when he/she determines that such permit fee or penalty:

- (1) pertains to construction or rehabilitation of housing for Persons whose income is below the median income level for the City; or
- (2) pertains to work by a contractor on City owned systems at the request of the City.

(c) Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection, and work site restoration associated with each undertaking may be charged by the City to each Permittee, in addition to the initial permit fee.

(d) The fee structure for review of any storm water discharge permit application shall be established by the City Engineer. All of the monetary contributions shall be credited to a local budgetary category to support local plan review, inspection and program administration, and shall be made prior to the issuance of any permit for the development.

**6-15-1143. Permit - Contents - Duration and Extensions.**

(a) Each permit application shall state the estimated starting ~~date~~ and ~~estimated~~ completion ~~date~~dates of construction. Work shall be completed within a reasonable period of time from the starting date or as determined by the City Engineer. Such determination shall be based upon factors reasonable related to the work to be performed under the permit. Such factors may include, in addition to other factors related to the work to be performed, the following:

- (1) The scope of work to be performed under the permit;
- (2) Protecting existing public improvements impacted by the work;
- (3) The seasons of the year during which the work is to be performed as well as the current weather and its impact on public safety and the environment.

The City Engineer shall be notified by the Permittee of commencement of the work a minimum of

twenty-four hours prior to commencing work. The permit shall be valid for the time period specified in the permit or as amended.

(b) If the work is not completed during such period, prior to the expiration of the permit, the Permittee may apply to the City Engineer for an additional permit or an extension, which may be granted by the City Engineer for good cause shown. The length of the extension requested by the Permittee shall be subject to the approval of the City Engineer.

(c) The Storm Water Pollution Prevention Plan shall be amended as required for an extension.

**6-15-1154. Permit - No Transfer or Assignment.**

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a Permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this Chapter and under said permit. Subcontractors shall also be appropriately licensed, insured and bonded.

**6-15-1165. Storm Water Pollution Prevention Plan**

(a) A Storm Water Pollution Prevention plan shall be required with all permit applications providing for erosion and sediment control and storm water management during the land disturbing activity and after the activity has been completed. The Storm Water Pollution Prevention Plan must meet the requirements of the current UPDES Storm Water General Permit for Construction Activities. The Storm Water Pollution Prevention Plan shall be prepared in accordance with the checklist provided by the Engineering Department and must be certified by a professional engineer.

(b) For development or redevelopment occurring on a previously developed site, an applicant shall be required to include within the Storm Water Pollution Prevention Plan measures for controlling existing storm water runoff discharges from the site in accordance with the standards of this Ordinance.

~~**6-15-117. Review and Approval**~~

~~(a) The Engineering Department will review each application to determine its conformance with the provisions of this regulation. Within 30 days after receiving an application, the Engineering Department shall, in writing:~~

~~(1) Approve the permit application;~~

~~(2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or~~

~~(3) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.~~

~~(b) Failure of the **6-15-116. Long-Term Storm Water Management Requirements**~~

~~Controlling Peak Runoff from Sites. All site designs shall establish storm water management practices to~~

control the peak flow rates of storm water discharge associated with specified design storms having a 10-year return frequency or a 25-year return frequency if located in the Residential Foothill subzone. These practices shall mirror pre-development peak runoff from the site.

Owners and operators of development and re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to meet the following requirements:

(a) Controlling Runoff Volume from New Development Sites. New development projects must manage on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(b) Controlling Runoff Volume from Redevelopment Sites. Redevelopment projects must be developed such that either:

(1) There is no more than 10% increase to impervious surface area at project completion; or

(2) At project completion the net increase in volume associated with precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event is managed on site by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(c) Additional Storm Water Design Requirements. Storm water discharges from land uses or activities with higher potential pollutant loadings, as determined by the City Engineer, may require the use of specific structural best management practices and pollution prevention practices based on policy established by the City Engineer. Prior to design, applicants are required to consult with the Engineering Department to determine if they are subject to additional storm water design requirements.

#### 6-15-117 Storm Water Management Design Criteria

(a) Peak Runoff Calculations. Hydrologic design calculations for the pre-development and post-development conditions must show that the proposed storm water management measures are capable of controlling runoff from the site in compliance with this ordinance based on specified design storms. A description and source of all parameters used in the calculations shall be included. The calculations should be based on one of the following:

(1) Rational Method

(2) National Resources Conservation Service (NRCS) Method

(3) Unit Hydrograph derived from locally-observed data

(4) Any methodology as approved by the city engineer

(b) Retention Volume Calculations. Calculations used to determine Retention Volumes including the 80<sup>th</sup> Percentile Storm Depth, Project Volume Retention Goal, Water Quality Volume, and Volumetric Runoff Coefficient shall be based on methods described in the current edition of the Utah Division of Water Quality publication: *A Guide to Low Impact Development within Utah*,

(c) Practices used for the on-site management of precipitation and specific design performance criteria shall be according to a list of approved practices provided by the Engineering Department.

(d) Design Feasibility. All site designs shall be within feasibility constraints as determined by the City Engineer. A list of feasibility constraints will be provided by the Engineering Department to act on.

If the standard to control runoff volume on a site is not feasible due to constraints, then said standard must be met to the maximum extent feasible and an alternative treatment design shall be provided for all runoff under said standard that is not controlled on site.

(e) Soils Information: If a storm water management control measure fundamentally depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports.

(d) Maintenance Agreements. All storm water treatment facilities shall have an original or revised application within the specified time period shall authorize the applicant to proceed in with the plans as filed unless such time is extended by enforceable operation and maintenance agreement between the applicant and to ensure the system functions as designed. The agreement shall include:

(1) Provisions allowing for access, inspections, and corrective action

(2) Provisions for the Engineering Department, to notify the responsible party if storm water facilities are found to contain any defects or are not being adequately maintained;

(4) Provide that if the property is not maintained or repaired within the prescribed schedule, the City Engineer may perform the maintenance and repair at its expense, and assess the owner(s) of the facility for the cost of necessary work and any penalties; and

(5) Any other provisions necessary to accomplish the goals of this Chapter as determined by the City Engineer.

**6-15-118. — Inspection**

~~(a) — Field inspections shall be conducted by the Engineering Department or other designated agent as outlined in the inspection checklist provided by the Engineering Department.~~

~~(b) — Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the city engineer has reasonable cause to believe that there exists upon a premises a condition which is contrary to or in violation of this ordinance the city engineer or designee is authorized to enter the premises at reasonable times to inspect or to perform the duties imposed by this ordinance, provided that if such premises be occupied that credentials be presented to the occupant and entry requested. If such premises be unoccupied the city engineer shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused, the city engineer shall have recourse to the remedies provided by law to secure entry.~~

**6-15-119. Storm Water Discharge Permit Waiver.**

(a) Every applicant shall provide for storm water management as required by this chapter unless a written request is filed to waive this requirement. Requests to waive the storm water management requirements shall be submitted to the City Engineer for approval.

(b) The minimum requirements for storm water management may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

(1) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this ordinance.

~~(2) Alternative minimum requirements for on site management of storm water discharges have been established in a storm water management plan that has been approved by the Engineering Department.~~

③

(2) Provisions are made to manage storm water by an off-site facility. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of storm water control that is equal to or greater than that which would be afforded by on-site practices and there is a legally obligated entity responsible for long-term operation and maintenance of the facility.

~~(4) The Engineering Department finds that meeting the minimum on-site management requirements is not feasible due to the natural or existing physical characteristics of a site.~~

~~(5) Non-structural practices will be used on the site that reduce:~~

~~(A) the generation of storm water from the site,~~

~~(B) the size and cost of storm water storage and~~

~~(C) the pollutants generated at the site.~~

~~The amount of credit available for using such non-structural practices shall be determined by the Engineering Department.~~

(c) In instances where one of the conditions above applies, the City Engineer may grant a waiver from strict compliance with these storm water management provisions, as long as acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the City Engineer that the waiver will not result in the following impacts to downstream waterways:

(1) Deterioration of existing culverts, bridges, dams, and other structures;

(2) Degradation of biological functions or habitat;

(3) Accelerated streambank or streambed erosion or siltation;

(4) Increased threat of flood damage to public health, life, property

(d) Furthermore, where compliance with minimum requirements for storm water management is waived, the applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the city. Mitigation measures may include, but are not limited to, the following:

(1) The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reforestation. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat,

(2) The creation of a storm water management facility or other drainage improvements on previously developed properties, public or private, that currently lack storm water management facilities designed and constructed in accordance with the purposes and standards of this ordinance,

(3) Monetary contributions (Fee-in-Lieu) to fund storm water management activities such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, and monitoring of storm water management practices.)

(e) Fee in Lieu of Storm Water Management Practices. Where the Engineering Department waives all or part of the minimum storm water management requirements, or where the waiver is based on the provision of adequate storm water facilities provided downstream of the proposed development, the applicant shall be required to pay a fee in an amount as determined by the Engineering Department. When an applicant obtains a waiver of the required storm water management, the monetary contribution required shall be in accordance with a fee schedule (unless the developer and the storm water authority agree on a greater alternate contribution) established by the Engineering Department, and based on the cubic feet of storage required for storm water management of the development in question. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

(f) Dedication of Land. In lieu of a monetary contribution, partially or totally, an applicant may obtain a waiver of the required storm water management by entering into an agreement with the City Engineer for the granting of an easement or the dedication of land by the applicant, to be used for the construction of an off-site storm water management facility. The agreement shall be entered into by the applicant and the City Engineer prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

#### **6-15-120. Long-Term Storm Water Management Requirements 119. Review and Approval**

~~Owners and operators of development and re-development sites within the jurisdictional limits of the City which disturb 1 acre or more of surface area, or are part of (a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to meet the following requirements:~~

~~(a) Controlling Runoff From Sites. All site designs shall establish storm water management practices to control the peak flow rates of storm water discharge associated with specified design storms and reduce the generation of storm water runoff. These practices should seek to mirror pre-development runoff from the site.~~

~~(b) Additional Storm Water Design Requirements. Storm water discharges from land uses or activities with higher potential pollutant loadings, as determined by the City Engineer, may require the use of specific structural BMPs and pollution prevention practices based on policy established by the City Engineer. Prior to design, applicants are required to consult with the City Engineer. The Engineering Department will review each application to determine if they are subject to additional storm water design requirements.~~

~~(c) Calculations. Hydrologic design calculations for the pre-development and post-development conditions must show that the proposed storm water management measures are capable of controlling runoff from the site in compliance with this ordinance based on a design storm having a 10-year return frequency or a 25-year return frequency if located in the Residential Foothill subzone. A description and source of all parameters used in the calculations shall be included. The calculations should be based on one of the following:~~

- ~~(1) Rational Method~~
- ~~(2) National Resources Conservation Service (NRCS) Method~~
- ~~(3) Unit Hydrograph derived from locally observed data~~

~~(4) Any methodology as approved by the city engineer~~

~~(d) Soils Information: If a storm water management control measure fundamentally depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports.~~

~~(d) Maintenance Agreements.—All storm water treatment facilities shall have an enforceable operation and maintenance agreement to ensure the system functions as designed.~~

~~(1) This agreement shall include its conformance with the provisions allowing for access, inspections, and corrective action.~~

~~(2) If a responsible party fails or refuses to meet the requirements of the maintenance covenant of this regulation. Within 30 days after receiving an application, the Engineering Department, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the storm water management facility becomes a danger to public safety or public health, the Engineering Department shall notify the party responsible for maintenance of the storm water management facility in writing. Upon receipt of that notice, the responsible person shall have 30 days to complete maintenance and repair of the facility in an approved manner. After proper notice, the Engineering Department may assess the owner(s) of the facility for the cost of repair work and any penalties. shall, in writing:~~

~~(1) Approve the permit application;~~

~~(2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or~~

~~(3) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.~~

~~(b) Failure of the Engineering Department to act on an original or revised application within the specified time period shall authorize the applicant to proceed in with the plans as filed unless such time is extended by agreement between the applicant and the Engineering Department.~~

#### **6-15-120. Inspection**

~~(a) Field inspections shall be conducted by the Engineering Department or other designated agent as outlined in the inspection checklist provided by the Engineering Department.~~

~~(b) Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the City Engineer has reasonable cause to believe that there exists upon a premises a condition which is contrary to or in violation of this ordinance the City Engineer or designee is authorized to enter the premises at reasonable times to inspect or to perform the duties imposed by this ordinance, provided that if such premises be occupied that credentials be presented to the occupant and entry requested. If such premises be unoccupied, the City Engineer shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused, the City Engineer shall have recourse to the remedies provided by law to secure entry.~~

**6-15-121. As Built Plans**

All applicants are required to submit actual "as built" plans for any storm water management practices located on-site after final construction is completed. The plan must show the final design specifications and maintenance requirements for all storm water management facilities and must be certified by a professional engineer. A final inspection by the Engineering Department is required before the release of any performance securities can occur.

**6-15-122. Enforcement**

(a) Stop-Work Order; Revocation of Permit. In the event that any person holding a building permit or site development permit pursuant to this ordinance violates the terms of the permit or implants site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare, environment, or injurious to property or improvements in the neighborhood, the Engineering Department may suspend or revoke the site development permit and/or building permit.

(b) Violation and Penalties. Whenever the Engineering Department finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice to the responsible person or property owner. Such notice may require, without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation of source control or treatment BMPs.

(c) Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class C misdemeanor and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted, shall constitute a separate offense.

(d) Any work done or condition created or allowed, in violation of this ordinance is hereby declared to be a public nuisance, which may be abated by a civil legal action by the City Attorney.

**6-15-123. Appeals**

Any enforcement action taken by the City Engineer according to this Chapter may be appealed to the City Manager by filing a written notice of appeal within ten days of the action of the City Engineer. The City Manager shall hear such appeal, and render his/her decision within 14 days following notice of such appeal.

**Section 2. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**Adopted by the City Council of Bountiful, Utah, this 16th day of June, 2020.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

Attest:

\_\_\_\_\_  
Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Articulating Man Lift  
**Author:** Brock Hill  
**Department:** Government Buildings  
**Date:** 16 June 2020

---

## **Background**

The Building Maintenance Department is tasked with the duties of maintaining all Bountiful City owned buildings and facilities including City Hall, Public Safety, the Streets, Parks, and Water shops, the Power Department, Bountiful Davis Arts Center, Golf Course Pro-shop and maintenance shop, all park restroom and pavilions, and special projects as assigned. Daily tasks include maintenance of HVAC, plumbing and electrical systems, light fixtures, roofing systems, windows and doors, exteriors, painting, and overall upkeep. These maintenance tasks are completed by 1 full time employee and 1 seasonal employee.

## **Analysis**

Currently, the maintenance department has one vertical lift that is used for all maintenance activities. It is limited in its use if the work conditions are on non-paved areas, are uneven or sloped, are above 25', or required being accessed from an angle other than vertical. We heavily rely upon this equipment to complete work including changing lights and equipment at our sports courts, assisting with community events, tree trimming work on Main Street and throughout our parks, and exterior building maintenance at our city owned properties. This is a pull behind lift that is light weight, reaches up to 50', can be used in tight spaces, and can be self-driven for maneuverability.

3 companies were asked to submit quotes for a 50' trailer mounted towable articulating man-lift. All three companies responded; United Rentals, H&E Equipment, and Equipment Share. The prices are as follows:

United Rentals – \$59,895.99  
H&E Equipment – \$53,951  
Equipment Share – \$49,636

This purchase is part of the FY2020 Capital Projects Machinery and Equipment budget amendment. There are sufficient funds in the budget.

## **Department Review**

The review was completed by the Parks and Building maintenance Departments.

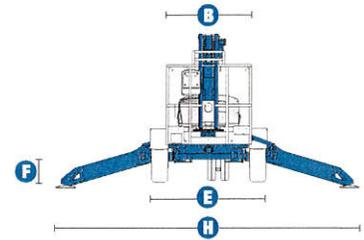
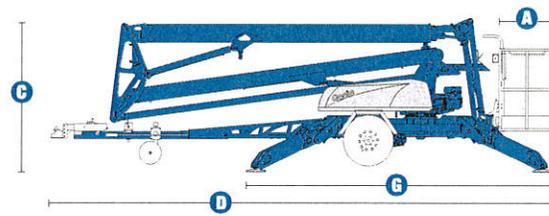
## **Recommendation**

Staff recommends the Council approve the purchase of a Genie 50' articulating man-lift as specified, from Equipment Share, for the purchase price of \$49,636

## **Attachments**

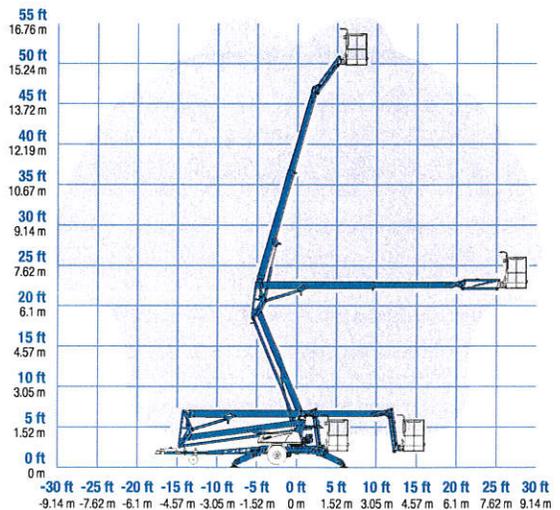
Trailer Mounted Man-lift specifications  
Vendor quotes are available for review if requested

# Specifications



MODEL	TZ™-50	
MEASUREMENTS	Metric	US
Working height*	17.09 m	55 ft 6 in
Platform height	15.09 m	49 ft 6 in
Entry height	0.51 m	1 ft 8 in
Horizontal reach	8.89 m	29 ft 2 in
Clear outreach	7.04 m	23 ft 1 in
Up and over clearance	6.71 m	22 ft
<b>A</b> Platform length	0.68 m	2 ft 2.8 in
<b>B</b> Platform width	1.12 m	3 ft 8 in
<b>C</b> Height - stowed	2.00 m	6 ft 10 in
<b>D</b> Length - stowed	7.16 m	23 ft 6 in
<b>E</b> Width - stowed	1.68 m	5 ft 6 in
<b>F</b> Ground clearance - centre	0.25 m	10 in
<b>G</b> Length - outrigger footprint	4.37 m	14 ft 4 in
<b>H</b> Width - outrigger footprint	4.37 m	14 ft 4 in

## RANGE OF MOTION TZ™-50



PRODUCTIVITY		
Lift capacity - standard	200 kg	440 lbs
Lift capacity - rotating platform	200 kg	440 lbs
Jib boom	1.25 m	4 ft 1 in
Jib working range	135°	135°
Self leveling platform	2.5° standard	
Platform rotation option	160° hydraulic	
AC power to platform	standard	
Turntable rotation	359° non-continuous	
Outrigger leveling capability	10°	10°
Drive speed	1.37 km/h	0.85 mph
Gradeability**	20%	20%
Towing speed rate	97 km/h	60 mph
Tongue weight	100 kg	220 lbs
Surge and parking brakes	standard	
Controls	variable speed system	
Tyres	ST 225/75 R15	
Coupler	5.08 cm (2 in) hitch coupler standard	

POWER		
Power source - standard	24V DC (four 6V 225 Ah batteries)	
Power source - option	Hybrid DC/Gas Honda 4.1 kW (5.5 hp)	
Fuel tank capacity	3.6 L	0.95 gal
Hydraulic tank capacity	18 L	4.75 gal
Hydraulic system capacity	30 L	8.0 gal

WEIGHT***		
Australia - drive opt	2,200 kg	4,850 lbs
- without drive opt	2,040 kg	4,497 lbs

# Features

## STANDARD FEATURES

### MEASUREMENTS

- 17.09 m (55 ft 6 in) working height
- 8.89 m (29 ft 2 in) horizontal reach
- Up to 200 kg (440 lbs) lift capacity

### PRODUCTIVITY

- 0.68 m x 1.12 m (2 ft 3 in x 3 ft 8 in) aluminium platform
- 160° hydraulic platform rotation
- 5.08 cm (2 in) ball coupler
- ST 225/75 R15 tyres
- Industry leading working envelope
- Extension boom
- Self-leveling platform
- 4 ft jib with 135° working range
- Hydraulic outriggers
- Automatic 10° leveling system
- Outrigger interlocks
- Mechanical parking brake
- Hydraulic surge brakes
- Auxiliary pump down
- Combination hitch with coupler lever lock
- Dual jockey wheels
- 359° non-continuous turntable rotation
- Easy to access batteries
- Hour meter
- Tilt alarm / sensor
- Illuminated outrigger indicators
- Full size spare tyre
- Operational warning beacon package
- Non-marking outrigger footpads

### POWER

- 24 V DC power source (four 6 V 225 Ah batteries)
- Hybrid Honda 4.1 Kw (5.5 Hp) 45 amp charging system
- Universal 20 amp smart charger

## OPTIONS & ACCESSORIES

### PRODUCTIVITY

- Drive and set option with electric brakes
- Combination hitch
- Wheel chocks
- Fluorescent tube caddy
- Battery charge indicator (BCI)
- Tool tray

### POWER OPTIONS

- 240 V power to platform



## Genie Australia – Toll free number 1800 788 633

**Brisbane (Head Office)**  
33 Kimberley Street  
Darra QLD 4076

**Sydney**  
74 Glendenning Road  
Glendenning NSW 2761

**Melbourne**  
374 Hammond Road  
Dandenong VIC 3175

**Perth**  
126 Sheffield Road  
Welshpool WA 6106

## Genie United States

## Distributed by:

18340 NE 76th Street  
P.O. Box 97030  
Redmond, Washington  
98073-9730



# City Council Staff Report

**Subject:** Golf Course Maintenance Equipment Lease

**Author:** Brock Hill/Tom Rhoades

**Department:** Golf

**Date:** 16 June 2020



## **Background**

Bountiful Ridge Golf Course carries a reputation as being one of the premier public courses throughout the State. The expectation of maintaining the golf course at peak conditions, consistency, and playability has always been a top priority for City Officials, the golf professional, and the course maintenance staff. A critical part of a golf course and a feature that often sets a course apart from others, are the greens. Maintaining the greens for turf health, consistency, and playability is a time consuming process, one in which the maintenance staffs relies heavily on their equipment.

## **Analysis**

Currently the golf course has 13 pieces of equipment including rough mowers, fairway mowers, greens mowers, tee mowers, and a bunker rake. This equipment ranges in age from 2-18 years old. The bigger concern is the number of hours that each of the equipment has been operated; most have well over 3000 hours. With the maintenance program established by the golf course mechanic 3 years ago, the life of this equipment has been extended well beyond the industry standard for golf course maintenance equipment. Also of note, annual maintenance costs are beginning to exceed the estimated value of the equipment (See attached Staff Equipment Information Sheet). In addition, it is a concern that the equipment will time out/fail all at the same time leaving staff unable to complete daily golf course maintenance operations. It has been recommended to golf course staff to trade-in the equipment while there is some value still remaining.

With the lease of a new fleet of equipment, staff will be able to reduce current annual maintenance costs (annual maintenance cost savings is estimated to be \$23,600), reduce on-hand parts inventory by standardizing the equipment under one brand, reduce down time because of hard to find replacement parts for the oldest equipment, and update task specific equipment to multi-use pieces which will allow staff to continue to work when a dedicated tasked machine breaks down.

Staff is proposing to lease 9 new pieces of maintenance equipment, 2 rough mowers, 3 tee/greens mowers, 3 fairway mowers, and 1 bunker rake. Due to the nature of golf course specialized equipment and amount and type of current equipment parts on hand, staff requested a proposal from the State's authorized Toro equipment dealer, Turf Equipment and Irrigation. A brief description of their quote is as follows:

Total Cost: \$383,363.54, Annual Payment: \$81,471.44, \$1.00 buyout to own at end of 5 year term, up-graded 5 year equipment warranty (see attached for more detail)

Staff was given the necessary approval to solicit this bid in advance to take advantage of discounted prices of year end model equipment before a projected equipment price increase came into effect. The equipment has been budgeted for in the FY2021 Golf Course budget and there are sufficient funds requested to cover the costs associated with this Lease.

**Department Review**

The review was completed by the Parks Department with the cooperation of the golf course assistant superintendent and mechanic.

**Significant Impacts**

Not replacing the maintenance equipment, in its existing condition, will greatly impact the golf course maintenance staff's ability to maintain the golf course efficiently and effectively, with consistent reliable playability.

**Recommendation**

Staff recommends the Council approve entering into a five year equipment lease for the Toro equipment by authorizing the signing of the lease agreement and taking possession of the Toro equipment, as specified, from Turf Equipment & Irrigation, Inc. through the State of Utah Contract, for the annual lease payment price of \$81,471.44

**Attachments**

Staff Equipment Information Sheet  
Turf Equipment and Irrigation quote  
Lease Agreement and Contract





**TURF EQUIPMENT  
& IRRIGATION INC**

Tom Rhoades  
Superintendent  
Bountiful Ridge Golf Course  
2430 Bountiful Blvd  
Bountiful, Utah 84010



**Count on it.**

Proposal Date: 2020-02-24  
Expiration Date: 2020-07-15  
Quote ID: Q41548

UT State Contract MA2188

---

Dear Tom Rhoades,

Thank you for your interest in **Turf Equipment & Irrigation Inc.** Per your request, I am pleased to prepare this Budgetary Proposal for your planning purposes. This quotation meets or exceeds ANSI Safety Specifications – excludes Pre-Owned Equipment.

Toro Commercial Equipment carries a two-year or 1500-hour warranty. Pricing is valid for (30) days from the date of quotation. Time of delivery may vary; please check when placing order.

When you get approval to move forward with your plans to acquire equipment, I will be happy to prepare an updated proposal to reflect any changes in your configuration with updated pricing.

Should you have any further questions regarding this budgetary proposal, please do not hesitate to contact me or our office. My direct phone number and email are listed below for your convenience. Once again, thank you for your consideration of Turf Equipment & Irrigation, Inc.

I look forward to working with you on your equipment acquisition.

Best regards,

Chad Allen, SCPS  
Commercial Sales  
(801) 645-3773  
chad.allen@turfequip.com

Turf Equipment & Irrigation, Inc.  
1630 S. Gladiola St. SLC, UT 84104  
P.O. Box 26903 SLC, UT 84126-0903  
(801) 566-3256



TURF EQUIPMENT  
& IRRIGATION INC.



Count on it.

All pricing is valid until July 15, 2020. All items are priced as a whole package. Individual items will have to be re-priced.  
Time of delivery may vary; please check when placing order.

<u>Qty</u>	<u>Model #</u>	<u>Name</u>	<u>Award</u>	<u>Ext. Award</u>
2	30885	Groundsmaster 4500	\$70,900.95	\$141,801.90
2	31527	4WD Flow Divider Kit		
2	30669	Universal Sunshade, White		
3	04510	Greensmaster TriFlex 3300 Hydraulic	\$33,485.55	\$100,456.66
3	04716	Off-Green Kit, TriFlex		
3	04627	Wide Wiehle Roller (.92 Inch Spacing) (Set of 3)		
3	121-3660	Left Hand Armrest Kit (Standard Seat)		
9	04651	8 Blade Cutting Unit		
3	03606	Reelmaster 5410-D	\$59,711.46	\$179,134.37
3	03655	Cross Trax All-wheel drive kit		
3	30669	Universal Sunshade, White		
3	03412	5-inch Weight for CUs with No Attachments		
15	03621	22 Inch 5 Inch 8 Blade (RR) Radial Reel EdgeSeries		
15	107-3280	Rear Roller Scraper Kit (22 Inch)		
1	08703	Sand Pro 3040	\$18,970.61	\$18,970.61
1	119-7158	Pivot Trowel Kit (QAS Tooth Rake)		
1	08714	Manual Blade (40 Inch)		
1	08731	Mid-Mount Assembly		
1	08732	Weeder Tine Toolbar		
1	08751	Tooth Rake		

Equipment Total: \$440,363.54  
 Less Trade In: \$57,000.00  
**Grand Total: \$383,363.54**

Lease Options:

Municipal Lease - \$1.00 Buyout – Conditional Sales Contract – July 15, 2020

- Annual Payment - \$81,269.24
- Monthly Payment - \$6,869.87

Trade-in Equipment:

- Toro 3150 S/N 311001345
- Toro 3150 S/N 311000488
- Toro 5410-D S/N 260000265
- Toro 4500-D S/N 260000773, 31100256
- Toro 5400-D S/N 220000227
- Jacobsen LF550 S/N ?
- 2007 Jacobsen Greens King IV S/N 6228804990
- 2001 Jacobsen Greens King IV S/N 6228802388
- 2004 Jacobsen Greens King IV S/N 6228803742
- Smith Co Super Star Bunker Rake S/N ?



\$57,000.00



City of Bountiful, Utah  
 2430 Bountiful Boulevard  
 Bountiful, UT 84010

**RE: Schedule No. 008-0790912-300 to Master Equipment Lease Purchase Agreement Number 790912L**

Dear Sir or Madam:

Thank you for choosing TCF National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **us** for assistance. A return FedEx air bill is provided for your convenience.

<u>Document</u>	<u>Action Required</u>
• Master Equipment Lease Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Schedule of Equipment No. 008-0790912-300	Authorized Signature of Lessee
• Attachment 1 to Schedule - Equipment Description	Authorized Signature of Lessee
• Attachment 2 to Schedule - Payment Schedule	Authorized Signature of Lessee
• Lessee's Closing Certificate	Complete all blanks for Titles, Dates and Specimen Signatures of Authorized Signors; Provide contact information for invoicing and 8038
• Lessee's Payment Instructions and Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Essential Use Certificate	Please provide the requested information and obtain Authorized Signature of Lessee
• Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <b><u>Other Items Needed From Lessee:</u></b>	<ul style="list-style-type: none"> <li>- Lessee's Sales Tax Exemption Certificate issued by the state</li> <li>- Initial Payment (if applicable) as Indicated on TCF Invoice</li> </ul>



MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L

Master Equipment Lease Purchase Agreement Number 790912L Dated May 20, 2020	
"Lessee"	
City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010	
Fax:	E-mail: <a href="mailto:golf@bountifulutah.gov">golf@bountifulutah.gov</a>
"Lessor"	
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax: 319-833-4577	E-mail: <a href="mailto:customerservice@financediv.com">customerservice@financediv.com</a>

RECITALS:

1. Lessee desires to lease certain property from the Lessor described in the schedules to this Agreement that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules," and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.
2. The relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.
3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement No. 790912L including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date (a) Lessee hereby authorizes Lessor to fill in on the executed payment scheduled attached to each Schedule, and (b) shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

"Equipment" means the property described in a Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 12.01.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease" means an individual Schedule and this Agreement.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in Section 3.03.

"Lessee" means the entity described as such in the header of this Agreement, its successors and its assigns.

“**Lessor**” means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor’s interest in, to and under that Schedule has not been assigned pursuant to **Section 11.01**, the entity described as such in the header of this Agreement or its successor, or (ii) if Lessor’s interest in, to and under that Schedule has been assigned pursuant to **Section 11.01**, the assignee thereof or its successor.

“**Maximum Lease Term**” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Schedule that is part of that Lease.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“**Original Term**” means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“**Purchase Price**” means the amount set forth on any Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment listed on that Schedule.

“**Renewal Terms**” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“**Rental Payment Dates**” means the dates set forth in the Schedules on which Rental Payments are due.

“**Rental Payments**” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“**Schedule**” means any schedule to this Agreement, executed from time to time by the parties hereto.

“**State**” means the State of Lessee’s organization.

“**Vendor**” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

**ARTICLE II  
REPRESENTATIONS AND COVENANTS OF LESSEE**

**Section 2.01. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 141-150 thereof, and the applicable regulations of the Treasury Department that relate to each Lease in order to establish and maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, Lessee covenants and agrees to prepare (or engage a tax professional to prepare on Lessee's behalf) and file all necessary informational returns on a timely basis with the IRS, including, but not limited to, IRS Series 8038 Forms, which must generally be filed on or before the 15<sup>th</sup> of the 2<sup>nd</sup> calendar month after the close of the calendar quarter in which the Commencement Date occurs. Lessee agrees to provide Lessor with copies of all such filed returns relating to each Lease contemporaneously with their filing. If Lessee fails to file the necessary informational returns with the IRS on a timely basis, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to complete the required returns on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file. If Lessee files informational returns containing incorrect or incomplete information, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to file an amendment to the incorrect or incomplete informational return on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State; this Agreement is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

**Section 3.03. Termination of Lease Term.** The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) the exercise by Lessee of the option to purchase the Equipment granted under that Lease under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**; or
- (d) the payment by Lessee of all Rental Payments required to be paid by Lessee under that Lease when such payments are due through the expiration of the Maximum Lease Term.

**Section 3.04. Continuation of Lease Term.** Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**Section 3.05. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

#### **ARTICLE IV RENTAL PAYMENTS**

**Section 4.01. Rental Payments.** Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Schedules without notice or demand. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will be assessed a late payment fee of 10% or the maximum amount permitted by law, whichever is less, from its due date. Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.02. Interest Component.** As set forth on the payment schedules attached to the Schedules, a portion of each Rental Payment is paid as, and represents payment of, interest.

**Section 4.03. Rental Payments To Be Unconditional.** Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

(p) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(q) The useful life of the Equipment will not be less than the Maximum Lease Term.

(r) The application, statements and credit or financial information reviewed by Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

**Section 2.02. Conditions to Lessor's Performance under Schedules.** As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) An Opinion of Counsel to Lessee, in form and substance acceptable to Lessor in its sole discretion, respecting such Schedule.

(b) A Lessee's Closing Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(c) An Essential Use Certificate executed by a duly authorized officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(d) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to **Section 6.02**.

(e) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

### **ARTICLE III LEASE OF EQUIPMENT**

**Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with the provisions of this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part.

**Section 3.02. Lease Term.** The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue that Lease for the next Renewal Term unless Lessee has terminated that Lease pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Schedules.

**Section 4.04. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

## ARTICLE V EQUIPMENT

**Section 5.01. Delivery, Installation and Acceptance of the Equipment.** Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location specified in the applicable Schedule and pay any and all costs, charges, expenses and obligations of every kind and nature incurred regarding the importation, shipment, delivery, possession, use, lease, return, repossession, storage and transfer of any of Equipment. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified in the applicable Schedule, or if rolling stock, its permanent base will not be changed, without Lessor's consent, which consent will not be unreasonably withheld. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

**Section 5.02. Enjoyment of Equipment.** Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 5.03. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 5.04. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

**Section 5.05. Maintenance of Equipment; Alterations.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, repair or make improvements or additions to the Equipment. If any item of Equipment is such as is customarily covered by a maintenance contract, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

## ARTICLE VI TITLE TO EQUIPMENT; SECURITY INTEREST

**Section 6.01. Title to the Equipment.** During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** (including but not limited to any termination pursuant to **Section 3.05**) or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**Section 6.02. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessee grants to Lessor a first and prior security interest in the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment created herein.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

**Section 6.03. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII ADDITIONAL COVENANTS

**Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**Section 7.02. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, and (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b) of this Section. If required by Lessor, Lessee shall also provide to Lessor payment and performance bonds naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 7.03. Advances.** In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 18% per annum or the maximum permitted by law, whichever is less.

**Section 7.04. Financial Information.** Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

**Section 7.05. Release and Indemnification.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's

property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of Equipment, (c) the manufacturing, ordering, acquisition, maintenance, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, maintenance, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of any Lease Term for any reason.

**ARTICLE VIII  
DAMAGE, DESTRUCTION AND CONDEMNATION;  
USE OF NET PROCEEDS**

**Section 8.01. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitnes or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**Section 8.02. Damage, Destruction and Condemnation; Use of Net Proceeds.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

**Section 8.03. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.02**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

**ARTICLE IX  
WARRANTIES**

**Section 9.01. Disclaimer of Warranties.** *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.*

**Section 9.02. Vendor's Warranties.** Lessee acknowledges that Lessor is not a dealer or manufacturer of Equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor finances the Equipment without any obligation to install, test, erect, service or maintain the Equipment. The only warranty applicable to any Equipment is the Vendor's warranty and Lessor makes no warranty of any kind to Lessee. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. To the extent such warranties are transferable and so long as an Event of Default has not occurred and is not continuing hereunder, Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor and during such time Lessee may assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any

such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor. Lessee acknowledges that each Lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee under each Lease is not to interfere with Lessee's quiet enjoyment of the Equipment so long as Lessee is not in default thereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate each Lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of each Lease, the Equipment or the Rental Payments for financial statement or tax purposes.

#### **ARTICLE X OPTION TO PURCHASE**

**Section 10.01. Purchase Option.** Provided no Event of Default has occurred hereunder, Lessee will have the option to purchase the Equipment listed in any Schedule, in whole, but not in part, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due under that Lease plus the then-applicable Purchase Price set forth on that Schedule to Lessor, if applicable; or
- (b) on the date the last Rental Payment is due (assuming the applicable Lease is renewed for the Maximum Lease Term), if the applicable Lease is still in effect on that day, upon payment in full of all Rental Payments and all other amounts then due and the payment of One Dollar to Lessor; or

(c) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment listed in that Schedule, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due under that Lease plus (i) the Purchase Price set forth on that Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due under that Schedule on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee on an as-is, where-is basis, free and clear of any claim by or through Lessor.

**Section 10.02. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

#### **ARTICLE XI ASSIGNMENT AND SUBLEASING**

**Section 11.01. Assignment by Lessor.** Lessor's interest in, to and under this Agreement, each Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel

mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Agreement and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

**Section 11.02. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement, any Lease or the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of regionally recognized "Red Book"-listed counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement, the applicable Lease and the Equipment.

## ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

**Section 12.01. Events of Default Defined.** Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)**, for a period of 20 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**Section 12.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, holding Lessee liable for the difference between (i) the Rental

Payments and other amounts payable by Lessee under that Lease plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorneys' fees) shall be applied as follows:

(i) If such remedy is exercised solely with respect to a single Lease, Equipment subject to that Lease or rights under this Agreement related to that Lease, then to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment; or

(ii) If such remedy is exercised with respect to more than one Lease, Equipment subject to more than one Lease or rights under this Agreement related to more than one Lease, then to amounts due pursuant to those Leases pro rata.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**Section 12.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

### ARTICLE XIII MISCELLANEOUS

**Section 13.01. Notices.** Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mail, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages.

**Section 13.02. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.03. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 13.04. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 13.05. Amendments.** This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 13.06. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. There shall be only one original counterpart of this Agreement and it shall bear Lessor's original signature and be marked "Original." To the extent that this Agreement constitutes chattel paper (as that term is defined by Article 2A of the Uniform Commercial Code), a security or



**SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

<b>The "Agreement":</b> Schedule of Equipment No. 008-0790912-300 dated May 20, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 790912L dated as of May 20, 2020
<b>"Lessee"</b>
City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010
<b>"Lessor"</b>
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.
2. **Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants of Lessee.**
  - (a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
  - (b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.
  - (c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).
5. **Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:
  - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
  - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.
  - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
  - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
  - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
  - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
  - (g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.
6. **The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	<u>City of Bountiful, Utah</u> Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>TCF National Bank</u> Name of Lessor
	By: _____ Signature
	Print Name and Title: _____

ownership interest intended to be created through the transfer and possession of this Agreement can be done only by the transfer of such original bearing Lessor's original ink or electronic signature; provided that if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of any Lease, then the "Paper Out" version bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original.

**Section 13.07. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 13.08. Applicable Law; Jury Trial.** This Agreement will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

**Section 13.09. Electronic Transactions.** Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on this Agreement or any related documents shall be unconditionally valid and legally enforceable, and agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

LESSEE SIGNATURE	<u>City of Bountiful, Utah</u> Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>TCF National Bank</u> Name of Lessor
	By: _____ Signature
	Print Name and Title: _____

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, (i) is the duly qualified and acting officer of Lessee as stated beneath his or her signature, (ii) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee, and (iii) that the fiscal year of Lessee ends on the last day of June.
	Signature: _____ Title: _____ Date: _____
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.



**ATTACHMENT 2 TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

**PAYMENT SCHEDULE**

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: TCF National Bank  
 LESSEE: City of Bountiful, Utah  
 COMMENCEMENT DATE\*: \_\_\_\_\_  
 INTEREST RATE: 3.00%  
 PAYMENT FREQUENCY: Annual

The first Rental Payment shall be due in arrears beginning in July, 2020 on the same date as the Commencement Date, and subsequent Rental Payments shall be due annually on the same day of each year thereafter until paid in full.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Purchase Price
				383,363.54
1	81,471.44	945.28	80,526.16	302,837.38
2	81,471.44	9,085.12	72,386.32	230,451.06
3	81,471.44	6,913.53	74,557.91	155,893.15
4	81,471.44	4,676.79	76,794.65	79,098.50
5	81,471.44	2,372.94	79,098.50	0.00
Grand Totals	407,357.20	23,993.66	383,363.54	

Lessee: City of Bountiful, Utah

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.



ATTACHMENT I TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L

EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
(2) Toro Groundsmaster 4500, (3) Toro Greensmaster TriFlex 3300 Hydraulic, (3) Toro Reelmaster 5410-D & (1) Toro Sand Pro 3040 together with all attachments and accessories thereto	Bountiful Ridge Golf Club 2430 Bountiful Boulevard, Bountiful, UT 84010	\$383,363.54

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the certificates of acceptance and payment requests submitted pursuant to the escrow agreement, if any, entered into among Lessor, Lessee and the escrow agent named therein, which descriptions shall be deemed to be incorporated herein.

Lessee: City of Bountiful, Utah

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**LESSEE'S CLOSING CERTIFICATE TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

<b>The "Agreement":</b> Schedule of Equipment No. 008-0790912-300 dated May 20, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 790912L dated as of May 20, 2020
<b>"Lessee"</b>
City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010
<b>"Lessor"</b>
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

I, the undersigned, the duly appointed, qualified and acting \_\_\_\_\_ (Clerk or Secretary) of the above-captioned Lessee, do hereby certify as of \_\_\_\_\_, 20\_\_\_\_, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held \_\_\_\_\_, 20\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-

exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(10) The Equipment is located at the following address: 2430 Bountiful Boulevard, Bountiful, UT 84010

(11) The Equipment is located in the following county:

(12) The correct billing address for Rental Payments is as follows:

Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(14) Lessee's Tax ID number is: 87-6000212.

**IN WITNESS WHEREOF**, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

\_\_\_\_\_  
Signature of Clerk or Secretary

\_\_\_\_\_  
Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS  
AND ACCEPTANCE CERTIFICATE TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

<b>The "Agreement":</b> Schedule of Equipment No. 008-0790912-300 dated May 20, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 790912L dated as of May 20, 2020
<b>"Lessee"</b>
City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010
<b>"Lessor"</b>
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
Turf Equipment & Irrigation Inc (T)		\$383,363.54
	<b>Total</b>	<b>\$383,363.54</b>

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: 2430 Bountiful Boulevard, Bountiful, UT 84010.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by Section 7.02 of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.

**DATED:** \_\_\_\_\_

Lessee: City of Bountiful, Utah

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ESSENTIAL USE CERTIFICATE TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300 TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

May 20, 2020

<b>The "Agreement":</b> Schedule of Equipment No. 008-0790912-300 dated May 20, 2020 (the "Schedule"), to Master Equipment Lease Purchase Agreement No. 790912L dated as of May 20, 2020
<b>"Lessee"</b>
City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010
<b>"Lessor"</b>
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

I, \_\_\_\_\_, a duly elected, appointed, or designated representative of City of Bountiful, Utah ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*
  
2. *What increased capabilities will the Equipment provide?*
  
3. *Why is the Equipment essential to your ability to deliver governmental services?*
  
4. *Does the Equipment replace existing equipment?  
(If so, please explain why you are replacing the existing equipment)*
  
5. *Why did you choose this specific Equipment?*
  
6. *For how many years do you expect to utilize the Equipment?*
  
7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee: City of Bountiful, Utah

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**INSURANCE COVERAGE DISCLOSURE TO  
SCHEDULE OF EQUIPMENT NO. 008-0790912-300  
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

<b>Insurance Company Liability:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>
<b>Insurance Company Property:</b>	<b>Agent Name:</b>	<b>Business Phone # Fax Phone #</b>

to issue: (check to indicate coverage)

a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: \$383,363.54

b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person  
\$1,000,000 aggregate bodily injury liability  
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926, prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee: City of Bountiful, Utah

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: May 20, 2020

Lessee: City of Bountiful, Utah  
2430 Bountiful Boulevard  
Bountiful, UT 84010

Lessor: TCF National Bank  
1111 West San Marnan Dr, Suite A2 West  
Waterloo, IA 50701-8926

Re: Schedule of Equipment No. 008-0790912-300 to Master Equipment Lease Purchase Agreement No. 790912L, dated as of May 20, 2020, by and between City of Bountiful, Utah and TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Schedule of Equipment No. 008-0790912-300 to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, and all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Utah (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

**RESOLUTION  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 790912L  
AND SCHEDULE NO. 008-0790912-300 THERETO**

A resolution authorizing the negotiation, execution, and delivery of Master Equipment Lease Purchase Agreement No. 790912L dated May 20, 2020 and Schedule No. 008-0790912-300 thereto, together with the related escrow agreement, if any (the "Lease"), in principal amount not to exceed \$383,363.54, between City of Bountiful, Utah, 2430 Bountiful Boulevard, Bountiful, UT 84010 and TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926, and prescribing other details in connection therewith.

**WHEREAS**, City of Bountiful, Utah, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Utah; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Schedule No. 008-0790912-300 to the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Bountiful, Utah:**

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the \_\_\_\_\_ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Utah.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

**CERTIFIED AS TRUE AND CORRECT** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Clerk, Secretary or Assistant Secretary

\_\_\_\_\_  
Printed Name of Clerk, Secretary or Assistant Secretary

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF National Bank and its successors and assigns.

Very truly yours,



# City Council Staff Report



**Subject:** Vehicle Purchase  
**Author:** Chief Ross  
**Department:** Police Department  
**Date:** June 16, 2020

---

## **Background**

The following is a request to approve the purchase of one police vehicle. Funding for this vehicle is included in our FY 2020 budget.

## **Analysis**

The vehicle to be purchased is a 2020 Toyota Rav4 Hybrid assigned to the detective division. The Rav4 will be purchased from Tony Divino Toyota at the Utah State Contract price of \$26,383. This price is within the amount budgeted in our FY2020 budget.

We will not trade in or sell the vehicle we are replacing at this time due to the difficulty we, and all law enforcement agencies, are having purchasing new vehicles. We anticipate our fleet will need more repairs as we push vehicles beyond our current replacement guidelines. Once things are back to normal, we will sell the vehicle.

## **Department Review**

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

## **Recommendation**

I respectfully request your approval to purchase one police vehicle in the amount of \$26,383. Thank you for your consideration in this matter.

## **Significant Impacts**

Sufficient funds are currently budgeted.

## **Attachments**

N/A

# City Council Staff Report



**Subject:** Recommendations for budget amendment, Adoption, and a property tax rate  
**Author:** Galen D. Rasmussen, Assistant City Manager  
**Department:** Executive  
**Date:** June 16, 2020

---

## **Background**

On May 12<sup>th</sup> of this year the Mayor and City Council adopted a tentative budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021. This document also contained the original budget and estimated revenues and expenditures for the current fiscal year. This tentative budget document has been available for public inspection since the date of its adoption. Budgets of governmental entities are essentially a plan which outlines the goals and priorities of the entity and accounts for the sources and uses of funds to carry out the goals and priorities. These budgets are developed by management and staff; are subject to review and approval by the elected body; and are open for review and comment by the public. Since budgets are plans, it is contemplated that later amendment of the plan may be necessary to account for changes in goals, priorities, or to recognize actual revenues and/or expenditures that exceed the original budget. Specific requirements to be followed by cities in budget development and administration are found in Utah Code Sections 10-6-101 through 10-6-136.

## **Analysis**

The adopted tentative budget contained requests from all departments and funds of the City following meetings between department representatives, the City Manager, and the Mayor and Council. The budgets were balanced between revenues and expenditures and the format of the document conformed to the standards prescribed by Utah Code Section 10-6. This year there is an attached resolution for formalizing a \$2,468,371 forgiveness of the June 2018 Interfund Loan between the Landfill (as Lender) and Water Fund (as Borrower). The original interfund loan was made to help fund the construction of the Mueller Park Water Treatment Plant. Forgiveness of the interfund loan will allow for further flexibility within the Water Fund to meet the Council approved plan for infrastructure replacement. Financial impacts of the forgiveness of the interfund loan are outlined in the proposed amendments for Fiscal Year 2019-2020 and will also be addressed in the technical corrections which are part of the final Fiscal Year 2020-2021 Budget.

The attached ordinance is designed to formalize six actions related to the tentative budget following a Power Point presentation and three separate public hearings in preparation for the tentative budget to ultimately become the City's final adopted budget:

1. Amendment of the current year (Fiscal Year 2019-2020) budget for selected departments to address expenditures or expenses that are projected to exceed the original budget by the end of the fiscal year. The specific amendments and explanations for each amendment are detailed in the ordinance.

2. To consider, as a part of the new Fiscal Year 2020-2021 budget; the transfer of \$2,752,123 from the Light & Power Fund to the General Fund (this is a regular annual transfer); and a transfer of \$127,595 from the Landfill Fund to the Recycling Fund.
3. Adjustments to the budget for the new fiscal year beginning July 1, 2020 and ending June 30, 2021 (Fiscal Year 2021). These adjustments are necessary to implement various technical corrections, and to prepare the budget document for a future submission to the national Government Finance Officers Association for the purpose of again receiving their Distinguished Budget Presentation Award.
4. Adopting the recommendation of the Parks, Recreation and Arts Budget Committee for funding of RAP Tax Grants to the following organizations from the Fiscal Year 2020-2021 budget:

**RAP TAX GRANT APPLICATIONS SUMMARY**

Applicant	Project Summary	Requested Funding Amount	Subcommittee Recommended Funding Amount
Bountiful Davis Arts Center (BDAC)	Events support for Summerfest; other events and exhibitions; building upgrades	<u>\$56,808</u>	<u>\$26,972</u>
Bountiful Historical Preservation Foundation	Concrete steps and pathway to cabin	<u>\$6,829</u>	<u>\$6,829</u>
Centerpoint Legacy Theatre	Audio upgrades in the rehearsal halls	<u>\$20,000</u>	<u>\$20,000</u>
Joy Foundation	Chalk Art Festival; Open Mic Night	<u>\$10,000</u>	<u>\$10,000</u>
Bountiful Rotary Service Partners Foundation	Purchase of 6 bleachers for Car show and other City events	<u>\$8,275.38</u>	\$0 <u>To be purchased by City in lieu of a grant</u>
<b>Totals</b>		<b><u>\$101,912.38</u></b>	<b><u>\$63,801</u></b>

**AVAILABLE FUNDING ANALYSIS**

FY2020-2021 Budget Amount	Total Requests	Shortfall of Available Revenue versus Grant Requests	Funds Available for Future Appropriation following Subcommittee Review
\$77,000	\$	<\$24,912.38>	\$13,199

5. Adopting the Fiscal Year 2021 budget includes the amendments, transfers and adjustments described above along with related policies, rates, fees, taxes, employee compensation schedules, Electric Rate Schedules of Bountiful City Light & Power (BCLP) Bountiful, Utah (effective for usage as of July 1, 2020) and a confirmation of the City's participation in the

Public Employees Contributory and Public Safety Retirement Systems. It also includes adopting a newly-recommended Fund Balance and Reserve Policy, which is attached to this report. A summary is provided here, and will be discussed during the budget presentation.

## **General Fund**

### Reserve Target Level

- 23% to 25% (State Law allows 25%)

### Conditions of Use

- Only used for unanticipated non-recurring needs.
- Funds must be replaced within 3 years.

## **Capital Projects Fund**

### Reserve Target Level

- \$12 Million plus average of two fiscal year's expenditures (about \$8.6 M) for a total of \$21 M

### Conditions of Use

- Between \$21 million and \$12 million mark – only for large and infrequent capital projects with a 20-30 year lifecycle (i.e. new building, land or remodel)
- Below \$12 million: Only for financial emergencies or natural disasters
- Funds must be replaced within 5 years

## **Enterprise Funds (Power, Water, Storm Drain, etc)**

### Reserve Target Level

- Six months of operating expenses plus one average fiscal year's capital expenses

### Conditions of Use

- Operating reserves used only for unanticipated an non-recurring needs (not used under normal conditions)
- Capital reserves only to be used for infrastructure or asset projects with a 20-30 year lifespan, or for financial emergency/natural disaster.
- Funds must be replaced within 5 years

### Reserve Target Level Exception

- If Council and management determine that a fund should operate below the target level (such as the Recycling Fund):
  - Annual report provided to the City Council as a part of the budget
  - Annual review of revenues and expenditures and any ongoing subsidy

## **Department Review**

Every department of the City has submitted, reviewed, and approved their portion of the budget. The budget, ordinance, and resolution have also been reviewed and approved by the City Manager, City Attorney, and Finance Director.

## **Recommendation**

The following actions are recommended by staff to the Mayor and City Council:

1. Hold a Public Hearing on the Transfer of funds from Light and Power Fund to General Fund
2. Hold a Public Hearing on the Transfer of funds from the Landfill Fund to the Recycling Fund
3. Hold Public Hearings on amendments to the current Fiscal Year 2019-2020 budget and adoption of the Fiscal Year 2020-2021 budget in final form along with the property tax rate for calendar year 2020 taxes.
4. Consider adoption of Resolution 2020-06 to forgive the June 2018 Interfund Loan between the Landfill Fund (lender) and Water Fund (borrower).
5. Consider adoption of Ordinance 2020-03 to:
  - a. Amend the current Fiscal Year 2019-2020 budget and
  - b. Adopt the new Fiscal Year 2020-2021 budget as Final Budget, which incorporates various technical corrections, policies, a schedule of fees, taxes, and employee compensation schedules along with providing a confirmation of the City's participation in the Public Employee Contributory and Public Safety Retirement Systems and adoption of the Electric Rate Schedules of Bountiful City Light & Power (BCLP), Bountiful, Utah (effective for usage as of July 1, 2020).

### **Significant Impacts**

Adoption of a budget and setting of a property tax rate is required by Utah Code Section 10-6.

### **Attachments**

Fund Balance and Reserve Policy (to be adopted and included in the budget document)  
Resolution 2020-06  
Department Amendments  
Ordinance 2020-03



## Bountiful City Fund Balance & Reserves Policy

### Purpose Statement

Governmental entities have a responsibility to minimize disruptions to services. Local governments can experience much volatility in their financial stability due to the economy, natural disasters, unfunded legislative mandates, etc. Sound financial management includes the practice and discipline of maintaining adequate reserve funds for known and unknown contingencies. The establishment of prudent financial reserve policies is important to ensure the long-term financial health of Bountiful City (the City) and the continuity of its operations.

Bountiful City has long had a “pay-as-you-go” philosophy. This fund balance and reserve policy will aid in maintaining sufficient reserves to provide City operations during emergencies and avoid unnecessary debt and expense.

### 1. Equity Reserve Target Levels & Conditions for Use of Reserves

#### a. General Fund

##### Reserve Target Level

- 1) At the end of each fiscal year, the City will maintain a reserved portion of unrestricted fund balance between 23 and 25 percent (%) of General Fund “Total Revenues” for the current fiscal period.

##### Reserve Conditions of Use

- 1) Should the actual amount of reserves fall below the targeted range, the City shall create a detailed financial plan to restore balances to the minimum requirements within three (3) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
  - a. In restoring reserves to the targeted range the City’s financial plan must include measures that do not jeopardize long-term capital plans or asset useful lives. Short-term reductions in infrastructure or asset maintenance expenditures at the expense of asset longevity should not be considered.
- 2) The use of reserves shall be limited to unanticipated and non-recurring needs. Reserve balances shall not be used under normal operating conditions.

#### b. Capital Projects Fund

##### Reserve Target Level

- 1) At the end of each fiscal year, the City will maintain a reserved portion of unrestricted fund balance equal to or greater than two (2) average fiscal years of Capital Projects Fund total expenditures plus a \$12,000,000 emergency-only reserve.

### Reserve Conditions of Use

- 1) Should the actual amount of reserves fall below the targeted range, the City shall create a detailed financial plan to restore balances to the minimum requirements within five (5) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
  - a. In restoring reserves to the targeted range the City's financial plan must include measures that do not jeopardize long-term capital plans or asset useful lives. Short-term reductions in infrastructure or asset maintenance expenditures at the expense of asset longevity will not be considered.
- 2) The use of Capital Projects Fund operating reserves shall be limited to large and infrequent capital projects. This reserve is intended for infrastructure/asset projects with 20 to 30 year lifecycles. Reserve balances shall not be used for recurring small to moderate capital asset/infrastructure lifecycle replacement.
- 3) The use of the Capital Projects Fund \$12,000,000 reserve will only be considered for City-wide financial emergencies or natural disasters.

### **c. Enterprise Funds**

#### Reserve Target Level

- 1) At the end of each fiscal year, each City enterprise fund will maintain a reserved portion of "Unrestricted Net Position" equal to or greater than six (6) months of its total operating expenses plus one average fiscal year's capital expenses.

#### Reserve Target Level Exception

Should the City Council and management determine that, based on available data, a specific enterprise fund cannot operate and still maintain the reserves described above, the following will apply:

- 1) At least annually a report will be given to the City Council regarding the financial status of that fund.
- 2) As part of the annual budget process for that fund, all revenues and expenses will be reviewed in detail in order to evaluate all potential opportunities for financial improvement of the operations.
- 3) Any type of subsidy plan, ongoing or one-time, must be reviewed and approved by the City Council in a City Council meeting. Also any ongoing subsidy must be reevaluated by the full City Council annually.

#### Reserve Conditions of Use

- 1) Should the actual amount of reserves fall below the targeted range, the enterprise fund shall create a detailed financial plan to restore balances to the minimum requirements within five (5) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
- 2) The use of operating reserves shall be limited to unanticipated and non-recurring needs. Reserve balances shall not be used under normal operating conditions.
- 3) The use of the capital reserves will only be considered for infrastructure/asset projects with 20 to 30 year lifecycles or emergency/natural disaster situations. Capital reserve balances shall not be used for recurring small to moderate capital asset/infrastructure lifecycle replacement.

**2. Equity Balance Decline Policy**

One of the main indicators of the financial health of any operation is whether the equity balance is increasing or decreasing. The GFOA has stated: "The key consideration in analyzing net position is not so much the amount itself, as the direction and speed at which it is either increasing or decreasing." *GAFFR page 807*

As an additional safeguard against financial deterioration, an annual fund balance and net position trend analysis will be performed and a report given to the City Council. Any City fund that has three consecutive fiscal years of declining fund balance or net position will go through the following:

- i. Management shall create a detailed financial plan to reverse the negative trend within two (2) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget.
- ii. Progress toward trend reversal will be provided at least annually to the City Council.

Under no circumstances is any fund of the City allowed to have more than five consecutive years of declining equity balance.

**3. Negative Equity Balance Policy**

The guidance of State Code 10-6-117 will be implemented if any fund of the City should have a negative equity position at the close of the fiscal year. That guidance requires that 5% of the total revenue of that fund's last completed fiscal year be budgeted in the subsequent year to remediate the deficit position.

**4. Equity Balance & Reserves Policy Adoption**

The City's policy shall be adopted by ordinance of the City Council. Any modifications to the policy must also be approved by the City Council.

**5. Prior Reserve Policy Replacement**

This policy supersedes and replaces the policies outlined in City resolutions 1982-11 *Establishment of Reserve Funds for Certain of the Enterprise Funds of the City* and 2010-11 *Rate Stabilization Account*

## Bountiful City Equity Balance & Reserves Policy Addendum

### 1. Statement of Policy Purpose

Governmental entities have a unique responsibility to minimize potential disruptions to the essential services they provide, and as such, it is important to put in place policies designed to aid that continuity of services. Local governments can experience much volatility in their financial stability due to the economy, natural disasters, unfunded legislative mandates, etc.. Sound financial management includes the practice and discipline of maintaining adequate reserve funds for known and unknown contingencies. Such contingencies include, but are not limited to: operating cash flow requirements, economic uncertainties including downturns in the economy, local emergencies and natural disasters, loss of major revenue sources, unanticipated operating or capital expenditures, uninsured losses, future capital projects, and capital asset and infrastructure repair and replacement.

Reserve funds are a portion of the City's equity position (e.g. fund balance or net position) that is set aside for future projects, operations, or as a hedge against risk. The Government Finance Officers Association (GFOA) states that reserves: "serve as a bottom line measure to help determine the extent to which structural balance goals are being achieved... If reserves are maintained at their desired levels, it is an indication that the organization is maintaining a structurally balanced budget. If reserves are declining, it may indicate an imbalance in the budget (e.g., if reserves are being used to fund on-going expenditures)." *GFOA Best Practice: Achieving a Structurally Balanced Budget*

Equity balance reserves (e.g. operating reserves, rainy-day/contingency funds, or repair & replacement funds) are a prudent fiscal policy and an important factor in the analysis of fiscal and management responsibility. The establishment of prudent financial reserve policies is important to ensure the long-term financial health of Bountiful City (the City) and the continuity of its operations.

The City's policy priorities (reaffirmed by the City Council and Mayor in February 2020) states that two of the top priorities (i.e. Tier 1) of the City is to operate on a "pay-as-you-go" basis and maintain "balanced revenue sources". This equity balance and reserves policy will aid in providing key financial indicators and remediation plans that can keep the City's operations following these high-level financial objectives and policies.

### 2. Statement of Target Reserve Rationale

#### i. General Fund

The City's General Fund is the chief operating fund of the City and provides essential services such as: executive, legislative, and administrative roles; street maintenance and snowplowing; public safety; etc.. As this fund is of such a critical nature to the overall operations of the City and potential interfund dependence on its operations, the reserve policy must be more demanding than other funds of the City.

The GFOA recommends that governments maintain a minimum unrestricted equity balance (i.e. CAFR categories of "assigned", "committed", and "unassigned" fund balance) in the General Fund of "no less than two months of regular general fund operating revenues or regular general fund operating expenditures". *GFOA Best Practice: Fund Balance Guidelines for the General Fund.*

Additionally, Utah State code requires a General Fund minimum fund balance of 5% and a maximum fund balance of 25% of total General Fund revenues for the current fiscal period (U.C. 10-6-116(2) & (4))

ii. **Capital Projects Fund**

The Capital Projects fund is an extension of the General Fund operations as it funds the major infrastructure and equipment needs of all the General Fund departments. This fund's revenue is almost exclusively derived from sales tax revenues, which is subject to significant year-to-year fluctuations depending upon the economy and potential legislation. Additionally, this fund is critical in achieving the City's "pay-as-you-go" financial priority.

Due to the critical nature to the overall operations of the City and potential interfund dependence on its operations, the reserve policy for the Capital Projects Fund must be more robust than other funds of the City.

iii. **Enterprise Funds**

The City's enterprise funds (e.g. Power, Water, Landfill, Golf, etc.) are used to account for the City's operations that are financed and operated in a manner similar to private businesses. The goal of each enterprise fund is to cover all operating and capital expenses with customer/user fees. Occasionally, this financial self-reliance goal cannot always be achieved due to economic and market factors; however, working towards these targeted reserves should be a part of the annual budgeted process.

3. **Target Reserve Calculation Examples**

In an effort to illustrate the intent behind the reserve policies outlined, the following calculated examples are provided:

i. **General Fund**

For Fiscal Year 2019 (FY2019) the 23 to 25% range of reserve would have been from \$3,642,000 to \$3,958,000. For FY2019 the 5% minimum would have been \$791,642.

ii. **Capital Projects Fund**

For FY2019 the reserve would have been \$20,652,298

iii. **Enterprise Fund**

For FY2019 the Water Fund reserve would have been \$4,004,950 for fiscal year 2019. The six-month operating portion would be \$1,922,950.

4. **Policy Definitions & Implementation Clarifications**

- i. For the General and Capital Projects Funds, "unrestricted fund balance" includes the CAFR categories of "committed", "assigned", and "unassigned" fund balance.
- ii. The General Fund and Capital projects fund reserves would show up in the Comprehensive Annual Financial Report (CAFR) as "committed" fund balance. This is in compliance with GASB statement 54.
- iii. The General Fund "Total Revenues" are already calculated in the annual CAFR and would exclude "Other Financing Sources" such as the Light & Power transfer, sale of capital assets, etc.
- iv. The Capital Project's reserve policy refers to the "average fiscal years of Capital Projects Fund total expenditures". This will be calculated using a rolling average of total actual expenditures of the current and past nine fiscal years (i.e. ten-year average).

- v. The Enterprise Funds reserve policy refers to the “Unrestricted Net Position”. This is a segment of each fund’s equity balance (i.e. net position) and is the “Unrestricted Net Position” balance as calculated in the annual CAFR.
- vi. The Enterprise Funds reserve policy refers to the “average fiscal year capital expense”. This will be calculated using a rolling average of actual capital expenses of the current and past nine fiscal years (i.e. ten-year average).
- vii. When calculating any of the reserve amounts and presenting them in the CAFR, the reserves will be rounded to the nearest thousandth.



# BOUNTIFUL

MAYOR  
Randy C. Lewis

CITY COUNCIL  
Millie Segura Bahr  
Kate Bradshaw  
Kendalyn Harris  
Richard Higginson  
Chris R. Simonsen

CITY MANAGER  
Garv R. Hill

## Bountiful City Ordinance No. 2020-03

An ordinance (1) amending the budgets of the City of Bountiful for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020; (2) adopting a final budget for the City of Bountiful for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; (3) adopting the Electric Rate Schedules, Electric Service Policies, and Electric Service Agreements of Bountiful City Light & Power (BCLP), Bountiful, Utah (effective for usage as of July 1, 2020); (4) authorizing and directing the participation of the City in the Public Employees Contributory Retirement System and the Public Safety Contributory Retirement System of the Utah Retirement Systems for fiscal year 2020-2021; and (5) setting the tax rate and levying taxes upon all real and personal property in the City of Bountiful, Utah, made taxable for the year 2020.

### It is the Finding of the Bountiful City Council that:

1. The Bountiful City Council, through its elected officials and appointed officers, has caused to be prepared a Final Budget for Fiscal Year 2020-2021;
2. This Budget has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-101 et seq);
3. This budget includes estimates of anticipated revenues, appropriations for expenditures and expenses, adjusted compensation schedules for City officers and employees that reflect the rates required for participation in the Utah Retirement Systems, and user fees for City facilities and services.
4. A Tentative Budget was adopted on May 12, 2020, and made available as required by law;
5. A public hearing to consider this Final Budget has been noticed and held on June 16, 2020, according to the requirements of the Uniform Fiscal Procedures Act for Utah Cities.
6. The City is authorized and required by the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-133) to set the real and personal property tax levy; and through its elected officials and appointed officers, has determined the amount of property tax which should be included in the budget for the Fiscal Year 2020-2021, beginning July 1, 2020, and ending June 30, 2021.

### Now, therefore, it is hereby ordained by the City Council of Bountiful, Utah:

**Section 1.1.** The City of Bountiful, Utah, through its elected officials and appointed officers, has reviewed the revenues and expenditures in all of its budgets for fiscal year 2019-2020.

**Section 1.2.** The City, desiring not to overspend budget appropriations in any of its funds or departments, desires to adjust revenues and/or expenditures in its budgets for fiscal year 2019-2020.

**Section 1.3.** The budget changes set forth in Exhibit A for fiscal year 2019-2020 are hereby adopted.

**Section 2.1.** The City of Bountiful, through its elected officials and appointed officers, has caused to be prepared a budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021. This budget has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities and other applicable State and Federal law. It is now desirable and necessary to formally adopt this budget.

**Section 2.2.** This budget includes estimates of anticipated revenues, appropriations for expenditures/expenses, adjusted compensation schedules for City officers and employees, user fees for City facilities and services. The budget also includes, by reference here, all related policies pertaining to the budget and finances of Bountiful City. These budget and finance related policies replace all existing policies for this purpose whether adopted by prior resolution, ordinance, or other action of the governing body.

**Section 2.3.** The Bountiful City budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021, with the adjusted compensation schedules and the City user fees incorporated in its preparation is hereby adopted including the Electric Rate Schedules, Electric Service Policies, and Electric Service Agreements of Bountiful City Light & Power (BCLP), Bountiful, Utah (effective for usage as of July 1, 2020).

**Section 2.4.** Bountiful City hereby confirms its participation in the Public Employees Contributory Retirement System and the Public Safety Contributory Retirement System of the Utah Retirement Systems for fiscal year 2020-2021. The budget and compensation schedules reflect the Annual Certification of Retirement Contribution Rates required for participation in the current year. The City Manager and staff are authorized and directed to take such steps as are necessary to implement the City's participation in these programs.

**Section 3.1** The City of Bountiful, through its duly authorized and legally appointed officers, has determined the amount of property tax which should be included in the budget for the fiscal year beginning July 1, 2020, and ending June 30, 2021.

**Section 3.2** Bountiful has, based on assessed valuation information furnished by Davis County, determined the rate of the general tax which should be levied.

**Section 3.** For the purpose of defraying the necessary and proper expenses of the City of Bountiful, Utah, and maintaining the government thereof, the rate of the general tax levied upon all real and personal property within Bountiful, Utah, made taxable by law for the year 2020 (or

for the fiscal year ending June 30, 2021) will be the Certified Tax Rate (when it becomes available in final form from Davis County) to be applied on each dollar of assessed valuation of said property, and is hereby adopted by this ordinance.

**Section 4.** This ordinance shall take effect immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 16<sup>th</sup> day of June, 2020.**

---

Randy C. Lewis, Mayor

ATTEST:

---

Shawna Andrus, City Recorder

**Budget Amendment Requests  
Fiscal Year 2019-2020**

As of: 6/4/2020

**ORD. 2020-03  
EXHIBIT A**

**GENERAL FUND (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
	Sundry Revenues	\$ 41,000	\$ 73,160	\$ 114,160	Available revenues from miscellaneous sources
<b>Total Revenue amendments (General Fund)</b>		<b>\$ 41,000</b>	<b>\$ 73,160</b>	<b>\$ 114,160</b>	

**GENERAL FUND (Expenditures)**

<u>Department</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Information Technology	Computer Software	\$ 4,000	\$ 12,000	\$ 16,000	Renewal / update of server operating licenses
Information Technology	Professional & Technical Services	\$ 5,000	\$ 6,160	\$ 11,160	Consultant costs for system cyber security analysis
Parks	Building Grounds Supplies & Maintenance	\$ 105,000	\$ 55,000	\$ 160,000	Costs for main line water break, irrigation relocation, and hillside restoration at Foss Lewis Park
<b>Total Expenditure amendments (General Fund)</b>		<b>\$ 114,000</b>	<b>\$ 73,160</b>	<b>\$ 187,160</b>	

**CAPITAL FUND (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Capital Fund	Interest & Investment Earnings	\$ 475,000	\$ 182,000	\$ 657,000	Projected additional funds available from invested balances in the citywide portfolio
<b>Total Revenue amendments (Capital Fund)</b>		<b>\$ 475,000</b>	<b>\$ 182,000</b>	<b>\$ 657,000</b>	

**CAPITAL FUND (Expenditures)**

<u>Department</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Government Buildings	Machinery and Equipment	\$ -	\$ 50,000	\$ 50,000	Replacement of aerial lift equipment
Streets	Road Reconstruction	\$ 400,000	\$ 100,000	\$ 500,000	Carryover funding for work underway on the 200 North reconstruction project
Parks	Improvements Other Than Buildings	\$ 80,000	\$ 15,000	\$ 95,000	Installation of vinyl fencing and concrete mow strips for Dog Park
Parks	Machinery and Equipment	\$ 35,000	\$ 17,000	\$ 52,000	Multi-use mower for use at Bountiful Town Square and other areas
<b>Total Expenditure amendments (Capital Fund)</b>		<b>\$ 515,000</b>	<b>\$ 182,000</b>	<b>\$ 697,000</b>	

**ENTERPRISE FUNDS (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Water Fund	Addition to Net Position	\$ -	\$ 2,468,371	\$ 2,468,371	Forgiveness of a 2018 Interfund Loan between Landfill and Water Funds
Light & Power	Use of Net Position	\$ -	\$ 3,500,000	\$ 3,500,000	Reduction of Net Position (Retained Earnings) to cover needed expense amendments
Cemetery	Use of Net Position	\$ -	\$ 47,300	\$ 47,300	Reduction of Net Position (Retained Earnings) to cover needed expense amendments
Landfill	Use of Net Position	\$ -	\$ 2,468,371	\$ 2,468,371	Forgiveness of a 2018 Interfund Loan between Landfill and Water Funds
<b>Total Revenue amendments (Enterprise Funds)</b>		<b>\$ -</b>	<b>\$ 6,015,671</b>	<b>\$ 6,015,671</b>	

**ENTERPRISE FUNDS (Expenses)**

<u>Department</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Water Fund	Transfer from Other Funds	\$ -	\$ 2,468,371	\$ 2,468,371	Forgiveness of a 2018 Interfund Loan between Landfill and Water Funds
Light & Power	Plant Equipment Repairs	\$ 475,936	\$ 2,000,000	\$ 2,475,936	Unscheduled and unbudgeted repairs on two turbines at the Power Plant
Light & Power	Echo Hydro	\$ 400,500	\$ 1,500,000	\$ 1,900,500	Unscheduled and unbudgeted repairs on three turbines at the Echo Reservoir Hydro Plant
Cemetery	Equipment Supplies & Maintenance	\$ 30,700	\$ 7,300	\$ 38,000	Unexpected mower and string trimmer repairs
Cemetery	Building Grounds Supplies & Maintenance	\$ 40,000	\$ 10,000	\$ 50,000	Extra weed control treatment and office remodel expenses
Cemetery	Improvements Other Than Buildings	\$ 46,000	\$ 30,000	\$ 76,000	Demolition of former rental house and construction of round-a-bout near new Cemetery property
Landfill	Transfer to Other Funds	\$ -	\$ 2,468,371	\$ 2,468,371	Forgiveness of a 2018 Interfund Loan between Landfill and Water Funds
<b>Total Expense amendments (Enterprise Funds)</b>		<b>\$ 993,136</b>	<b>\$ 6,015,671</b>	<b>\$ 7,008,807</b>	

**INTERNAL SERVICE FUND (Revenues)**

<u>Fund Name</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Workers Compensation	Use of Fund Balance	\$ -	\$ 60,000	\$ 60,000	Use of Fund Balance to cover payment of excess Workers Compensation claims
<b>Total Revenue amendments (Internal Service Fund)</b>		<b>\$ -</b>	<b>\$ 60,000</b>	<b>\$ 60,000</b>	

**INTERNAL SERVICE FUND (Expenditures)**

<u>Department</u>	<u>Account Description</u>	<u>Original Adopted Budget</u>	<u>Amendment Request</u>	<u>Budget After Amendment</u>	<u>Reasons for Amendment</u>
Workers Compensation	Liability Claims/Deductible	\$ 150,000	\$ 60,000	\$ 210,000	Workers Compensation liability claim payments in excess of budget
<b>Total Expense amendments (Internal Service Fund)</b>		<b>\$ 150,000</b>	<b>\$ 60,000</b>	<b>\$ 210,000</b>	



# BOUNTIFUL

## Bountiful City Resolution No. 2020-06

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Millie Segura Bahr  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
Chris R. Simonsen  
CITY MANAGER  
Gary R. Hill

**A Resolution approving the forgiveness of an Interfund Loan between the Bountiful City Landfill Fund (Lender) and Bountiful City Water Fund (Borrower). Both funds are classified as Enterprise Funds for budgeting and reporting purposes.**

**It is the Finding of the Bountiful City Council that:**

1. The Bountiful City Council, through its elected officials and appointed officers, on June 12, 2018, approved Resolution 2018-08 authorizing an interfund loan (loan) arrangement between its Landfill and Water Funds for the purpose of providing monies for major capital replacement projects in the Water Fund;
2. This loan was organized according to the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-132 et seq);
3. This loan forgiveness is based on an analysis of: limited Water Fund reserves, estimated surplus Landfill Fund reserves, as well as the expected Water utility rate increases that would be required to repay the loan and achieve desired reserve levels;
4. The forgiveness of this loan is being considered as part of the City’s Fiscal Year 2019-2020 budget amendments on June 16, 2020, according to the requirements of the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-113 et seq) and Utah Code §10-6-132(5)(b);
5. The loan forgiveness is set forth below;

**Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah:**

**Section 1.1.** The City of Bountiful, Utah, through its elected officials and appointed officers, has reviewed the proposed forgiveness of the loan between the Landfill and Water Funds.

**Section 1.2.** The City provides loan forgiveness between the Landfill Fund (Lender) and Water Fund (Borrower) with the following terms and conditions:

<b>Effective Date of Loan forgiveness:</b>	June 16, 2020
<b>Name of Loaning Fund:</b>	Bountiful City Landfill
<b>Name of Borrowing Fund:</b>	Bountiful City Water
<b>Amount of the Loan Forgiveness:</b>	\$2,468,370.73
<b>Accrued interest:</b>	To be paid through June 16, 2020 (date of forgiveness)

**Section 2.1.** The City of Bountiful, through its elected officials and appointed officers, has caused to be prepared this loan forgiveness between the Landfill Fund and Water Fund. This loan forgiveness has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities and other applicable State and Federal law. It is now desirable

and necessary to formally adopt this loan forgiveness.

**Section 2.2.** This loan forgiveness includes terms and conditions as specified in Section 1.2.

**Section 3.** This Resolution shall take effect immediately upon passage.

**Adopted by the City Council of Bountiful, Utah, this 16<sup>th</sup> day of June, 2020.**

---

Randy C. Lewis, Mayor

ATTEST:

---

Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Personnel Policy Update  
**Author:** Clint Drake, City Attorney &  
Tyson Beck, Finance Director  
**Department:** Legal & Finance  
**Date:** June 16, 2020

---

## **Background**

As part of an annual internal risk assessment process there were several personnel policy updates identified that could be implemented to incorporate some best practice policies and procedures. Additionally, there were other updates needed to clarify expectations of employees to follow State Code, and to incorporate into policy an existing life insurance employee benefit.

## **Analysis**

It is proposed that new paragraphs be added to the existing sections:

311- Addresses an existing life insurance benefit for employees.

504- Clarifies certain employees' responsibilities regarding on conflicts of interest.

507- Provides guidance on employee standards of conduct.

A new section 508 is also proposed to be added. This section provides guidance on how to report employee fraud or abuse of public funds.

## **Department Review**

These policy updates were drafted and reviewed by the City Manager, City Attorney, and the Finance Director.

## **Significant Impacts**

Approval of these updates would adjust the City's Personnel Policy manual used to guide operations of the City.

## **Attachments**

Resolution 2020-07

## **Recommendation**

It is recommended that the City Council approve these policy updates.



# BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2020-07

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

### A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF THE CITY OF BOUNTIFUL

WHEREAS, Utah Code Annotated §10-3-717 and authorizes city councils to establish personnel policies and guidelines by resolution; and

WHEREAS, the Bountiful City Council has adopted a Personnel Policies and Procedures Manual to assist in the efficient utilization of City resources and the fair and uniform application of requirements regarding City operations and City employees; and

WHEREAS, the Personnel Policies and Procedures Manual should be reviewed and amended from time to time to ensure compliance with the law and contemporary management practices; and

WHEREAS, the City Council finds that amending, adopting and implementing the City Personnel Policies and Procedures Manual is in the best interests of Bountiful City and its employees.

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

**Section 1. Amendment.** The Bountiful City Council does hereby amend the Personnel Policies and Procedures Manual to include the changes as follows: (changes tracked, showing only amended parts or parts relevant to the amendment)

#### 311. Benefits

E. Medical and Life Insurance

3. The City provides a Group Term Life Insurance policy for all full-time employees that is valued at two times basic annual earnings plus an additional \$10,000 death benefit. Employees who retire from the City receive a life insurance policy valued at \$5,000. Premiums are paid by the City on behalf of the retiree through the date of their passing. The policy is in the name of the retiree and they are able to designate their beneficiaries.

---

#### 504. Conflicts of Interest

D. Bountiful City Elected Officials, Department Heads, and all other purchasing agents of the City shall complete and sign a Conflict of Interest Disclosure Form annually by the end of January. Completed forms shall be submitted to the City Recorder. If a new conflict arises during the course of the year a new disclosure form will be required.

## 507. Standards of Conduct

B. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City and the public. Such conduct includes:

13. Employees are subject to the Utah Public Officers' and Employees' Ethics Act. Employees shall not use their authority for personal gain or that of close friends, family, or business associates.

14. Employees must keep confidential any information that is private, protected, or controlled under Government Records Access and Management Act.

---

## 508. Reporting Employee Fraud or Abuse of Public Funds

A. Employees who become aware of fraud or abuse of public funds shall notify their immediate supervisor, Department Head, City Victim Advocate, Human Resources Manager, City Attorney, City Manager, or report the issue through the City's fraud hotline.

B. The City will not take an adverse action against employees for reporting in good faith fraud or abuse of public funds. An employee is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the issue to the person in authority.

---

**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 16<sup>TH</sup> DAY OF JUNE, 2020.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Amendment to City Procurement Code  
**Author:** Clint Drake, City Attorney &  
Tyson Beck, Finance Director  
**Department:** Legal & Finance  
**Date:** June 16, 2020

---

## **Background**

As part of an annual internal risk assessment process, Staff has identified a few procurement policy updates necessary to incorporate existing practices and to clarify expectations of employees under the City and State Codes.

## **Analysis**

Staff recommends adding two new sub-paragraphs (4) and (5) regarding purchasing to the existing Section 2-5-102 and a new paragraph (d) to the same section addressing unethical purchasing practices.

## **Department Review**

These City code updates were drafted and reviewed by the City Manager, City Attorney, and the Finance Director.

## **Significant Impacts**

Approval of these updates will provide additional guidance to the City Code that is used to guide the procurement procedure of the City.

## **Attachments**

Ordinance 2020-05

## **Recommendation**

It is recommended that the City Council approve these City code updates.



# BOUNTIFUL

## Bountiful City Ordinance No. 2020-05

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

### AN ORDINANCE AMENDING BOUNTIFUL CITY MUNICIPAL CODE 2-5-102

**WHEREAS**, the Utah Procurement Code allows for municipalities to adopt ordinances and procedures to address purchasing; and

**WHEREAS**, the City has developed an existing ordinance and procedures for the transparent and efficient purchasing of goods and services; and

**WHEREAS**, the City reviews various laws, ordinances, policies, and procedures from time to time to ensure compliance and when necessary, makes recommendations to the City Council for review and approval of certain ordinances; and

**WHEREAS**, the City Council finds it in the best interest of the City and the general health, safety and welfare of the public that this Ordinance should be passed;

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:**

**Section 1. Ordinance Amendment.** Section 2-5-102 of the Bountiful City Municipal Code is hereby amended as follows:

#### **2-5-102. Purchases**

(a) Except as otherwise provided, all purchases of supplies, materials, equipment, and all contracts for services awarded shall be made as follows:

- (1) Amounts to be paid by the City of less than \$20,000.~~00~~ may be approved by the respective department heads or designees authorized by the City Manager or department heads.
- (2) Amounts to be paid by the City of \$20,000.~~00~~ or more, must be approved by the City Council. However, advance approval is not required for emergency expenditures or for actions which require prompt execution to avoid financial harm or loss, or to save cost, as determined by the City Manager. The City Council shall be notified of any such purchases as soon as reasonably possible. Ongoing, routine expenses exceeding \$20,000.~~00~~ such as utilities, gasoline, natural gas, or electrical energy, which may be approved by the City Manager, department heads, or their designees.
- (3) Amounts to be paid by the City of \$5,000 or more, shall be awarded only after comparative price quotations have been solicited and received.

(4) Purchases made under State contract do not require additional bids.

(5) Purchases of supplies, materials, equipment, and all contracts awarded to a sole source provider are exempt from competitive bid requirements.

(b) In order to promote overall economy and the best use for the purposes intended, each department head shall be responsible for assuring that all purchases made and contracts for services awarded by his/her department shall obtain the desired goods and services for the lowest possible price.

(c) Change orders to Council-approved bid awards and contracts must be approved by the City Council if the change is both 10% or more of the original bid award and that change also exceeds \$50,000 on construction contracts or \$20,000 on other projects or contracts. Change orders involving less than these amounts may be approved by the City Manager when the change is deemed to be in the best interests of the City.

(d) Unethical purchasing practices. All employees engaged in the procurement process for the City will act in accordance with the Utah Public Officers' and Employees' Ethics Act. Employees are expected to avoid the following practices as outlined in State code:

- (1) Dividing a procurement to avoid following policy;
- (2) Kickbacks and gratuities;
- (3) Failure to disclose conflicts; and
- (4) Cost-plus-a-percentage-of-cost contracts.

**Section 2. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**Adopted by the City Council of Bountiful, Utah, this 14th day of June, 2020.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

Attest:

\_\_\_\_\_  
Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Final Architectural & Site Plan Review  
Renaissance Towne Centre Pad Site 16 (Lot 12)  
**Author:** Francisco Astorga, AICP, Planning Director  
**Address:** 1771 South Renaissance Towne Drive  
**Date:** June 16, 2020

## Background

The Applicant, Towne Center LLC, represented by Bruce Broadhead, requests Final Architectural and Site Plan approval for a 30 Unit Multi-Family Residential Development located at 1771 South Renaissance Towne Drive. The subject site is 0.274 acres (11,935 square feet), currently known as pad site 16 of the Renaissance Towne Centre. The subject site is to be re-platted as Lot 12 (see Renaissance Towne Centre Phase 3, Plat 1 City Council staff report dated May 26, 2020).

The City Council approved a zone change to the entire Renaissance Towne Centre development to Mixed-Use Residential (MXD-R) zone, which amended the original development plan per Bountiful City Ordinance No. 2019-05. The approved ordinance regulates the permitted uses, lot area, lot frontage and access, building height, building setbacks, pedestrian plan, traffic plan, common area and open space, landscape, sign standards, lighting standards, utilities, contour plan, parking and access, structure design and materials, street design standards, and site plan & subdivision approval.

## Architectural and Site Plan Reviews:

- During the May 5, 2020 Planning Commission meeting, the Commission reviewed the preliminary application and forwarded a positive recommendation to the City Council (7-0 vote).
- During the May 26, 2020 City Council meeting, the Council reviewed the preliminary application and approved the application (5-0 vote).
- During the June 2, 2020 Planning Commission meeting, the Commission reviewed the final application and forwarded a positive recommendation to the City Council (7-0 vote)

## Analysis

The Applicant proposes to construct a building consisting of 30 residential units within three (3) stories over a parking garage. The proposed building is 32,420 square feet. The proposed building consists of 24 one-bedroom units, 6 two-bedroom units, and 30 parking spaces. The ground level floor includes internal vehicular access to the 30 parking spaces and two (2) pedestrian access points to the three (3) floors above. The second, third, and fourth floors include 8 one-bedroom units and 2 two-bedroom units each. All of the residential units are accessed through the internal hallway on each floor. Building access is provided through the ground level parking garage leading to the two (2) lobbies, also

acting as the pedestrian access points. There are also pedestrian accesses to the lobby areas from both Renaissance Towne Drive and Main Street. The site will have a driveway approach towards its southwest corner leading to the side loaded parking garage.

The Applicant submitted building elevations and renderings proposing a combination of high quality materials including metal paneling, cementitious panel and siding, and brick veneer. Each elevation shows a mix of vertical and horizontal articulation consisting of entries, balconies, and other architectural elements. The proposed building is consistent with the architectural design precedent exhibit of the Site Development Plan.

The updated/proposed Landscape Plan shows an appropriate mix of trees consisting of nine (9) Red Sunset Maples, seven (7) Maidenhair Trees, and eight (8) Kanzan Flowering Cherries surrounding the proposed building. The landscape plans shows a healthy number of vegetation (957 shrubs, grasses, flowers, etc.) throughout the site. The ground cover of the site consists of turf on the north and west ends, gravel mulch around the entire perimeter of the proposed building mostly covered with vegetation, and brick pavers to accommodate sitting amenities. The landscape plan is consistent with the conceptual landscape plan exhibit found on the Site Development Plan.

The applicant proposes a total of 52 parking stalls consisting of 30 covered stalls in the parking garage (including 2 ADA stalls), 13 surface stalls south of the proposed building adjacent to the driveway leading to the parking garage, and 9 surface stalls on Renaissance Town Drive (including 1 additional ADA stall).

This development will require the installation of new utilities in the Renaissance Towne Drive corridor to serve this proposed structure, which will include new culinary water, sanitary sewer and storm drain. The plans do not include a new irrigation main in the development, but irrigation service can be provided from the existing system in Main Street. Bountiful Light and Power will work with the Applicant on locations of transformer boxes. This development will have one (1) communal enclosed trash dumpster.

### **Department Review**

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

### **Significant Impacts**

Infrastructure in the area is adequate for the impacts anticipated by this development.

### **Recommended Action**

Staff recommends that the City Council approve the Renaissance Towne Centre Pad Site 16 (Lot 12) Final Architectural and Site Plan Review for the proposed 30 unit Multi-Family Residential Development subject to the following conditions:

1. Complete any and all redline corrections.

### **Attachments**

1. Aerial Photograph and Development Vicinity Map

2. Submitted Plans:

- Site Plan
- Grading Plan
- Utility Plan
- Erosion Control Plan
- Landscape Plan Exhibits
- Floor Plans
- Renderings
- Exterior Elevations

3. Available upon request and via hyperlink:

- [Bountiful City Ordinance No. 2019-05](#)
- [Renaissance Towne Centre Site Development Plan – PUD – MXD-R](#)

# Renaissance Towne Centre

Legend



Google Earth

600 ft

134



## Project Description

\*Plan is conceptual only and subject to change. This plan is meant to show the development possibilities of the project.

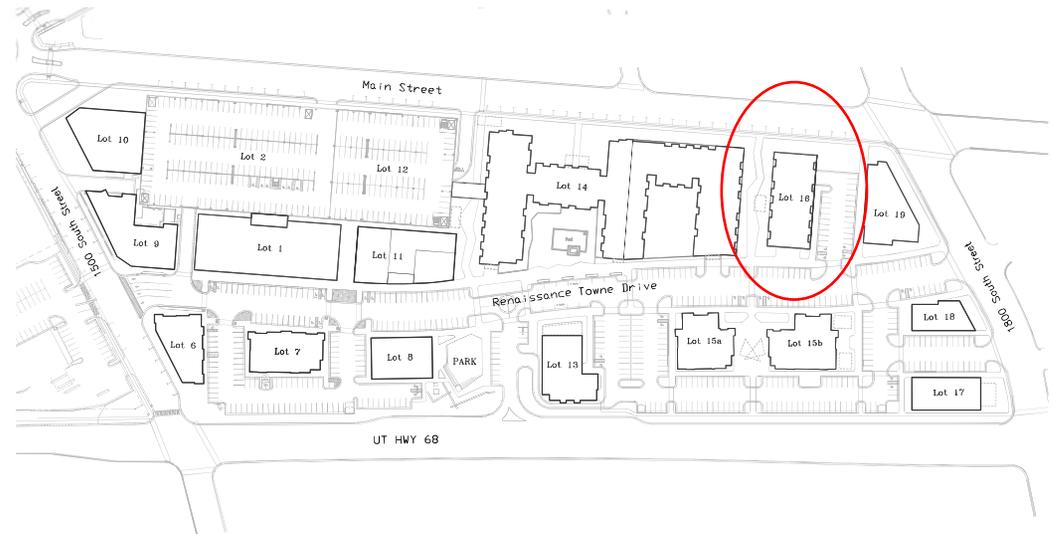
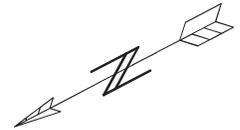
### Renaissance Towne Centre

Development within the Renaissance Towne Centre MXD R Zone will be in accordance with the standards contained in the Bountiful Land Use Ordinance and the approved Renaissance Towne Centre PUD plan except as specifically modified within this Development Plan.

1. Up to 75% of the building floor area for the entire project can be in residential uses including, but not limited to, apartments, townhomes, and condominiums. Other uses permitted in the Renaissance Towne Centre MXD-R Zone may include the permitted uses included in Section 14-10-105a of the Bountiful City Code.
2. Underlined uses in Section 14-10-105a of the Bountiful City Code are may be permitted to be located on individual pad sites or parcels.
3. Ownership of the premises may be either kept in one name with all areas being rented, or the project may be developed as a condominium or planned unit development.
4. Residential units may be developed as either apartments or condominiums rental or for sale dwellings. Commercial units and professional offices within the Mixed Use Residential Zone may be rented or sold as condominium units in such size and configuration as is deemed appropriate. Freestanding building lots shall have a minimum of 20,000 square feet if platted as individual lots, or shall be a minimum of 3,000 square feet if platted as a pad site within a planned unit development.
5. Any freestanding lot shall have a minimum frontage of 90 feet on a public street.
6. A pad site within a Planned Unit Development shall not require any frontage along a public street if it is accessible through a platted common area via an approved private street or other access approved by the City Council.

### Proposed Mixed Use Plan

Lot #	Footprint	# of floors	Property Type			Total Sq Ft	
			Professional Office	Residential	Commercial		
Lot #1	24,038	5	112,188			112,188	
Lot #6	6,831	2	13,911			13,911	
Lot #7	7,839	2	15,572			15,572	
Lot #8	6,861	2	13,722			13,722	
Lot #9	11,743	5	4,687	40 UNITS 48,000		52,687	
Lot #10	11,000	4	44,000			44,000	
Lot #11	13,535	8	34,600	50 UNITS 58,660		93,260	
Lot #13	8,100	1			8,100	8,100	
Lot #14	61,000	5		217 UNITS 244,000		244,000	
Lot #15a	9,150	2			9,150	9,150	
Lot #15b	10,850	2			10,850	10,850	
Lot #16	11,067	3		20 UNITS 32,127		32,127	
Lot #17	6,100	1			6,100	6,100	
Lot #18	4,250	1			4,250	4,250	
Lot #19	8,900	2	17,800			17,800	
<b>Total SQ FT</b>			<b>256,480</b>	<b>327</b>	<b>382,787</b>	<b>38,450</b>	<b>677,717</b>
			37.8%	56.5%	5.7%		



### Renaissance Town Centre

Mixed-Use Planned Unit Development  
Bountiful City, Davis County, Utah

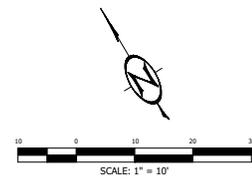
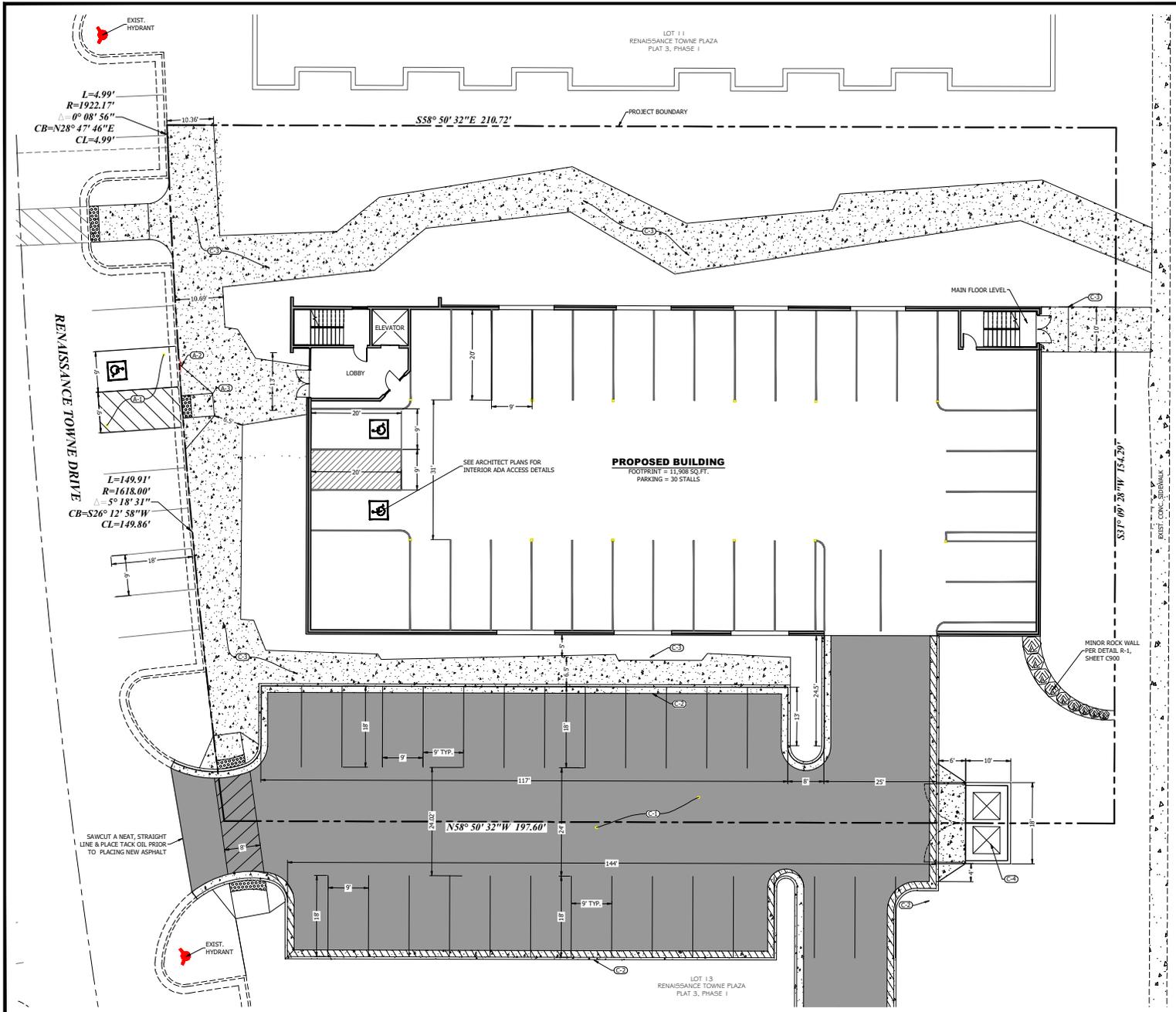


### Town Center, LLC

1560 S. Renaissance Town Dr.  
Bountiful, Ut 84010

### Broadhead & Company

1560 S. Renaissance Towne Dr.  
Bountiful, Ut 84010



**AREA TABULATION**

	sq. ft.	Acres	%
BUILDING	11,919	0.27	37.61%
IMPROVEMENTS	9,857	0.23	31.10%
LANDSCAPE	9,914	0.23	31.28%
TOTAL	31,690	0.73	100.00%

**SYMBOL LEGEND**

- (C1) PRIVATE ASPHALT & BASE PER DETAIL, SHEET C900
- (C2) PRIVATE 24" CATCH CURB & GUTTER PER DETAIL, SHEET C900
- (C3) PRIVATE CONCRETE SIDEWALK PER DETAIL, SHEET C900
- (C4) DUMPSTER PAD AND APRON PER DETAIL, SHEET C900
- (A1) ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL, SHEET C900
- (A2) ADA VAN ACCESSIBLE PARKING SIGN PER DETAIL, SHEET C900

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

**ACCESSIBLE AREA CONSTRAINTS**

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:  
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:  
MINIMUM WIDTH OF 48", MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESS ROUTE TURNAROUNDS:  
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:  
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESSIBLE EGRESS TO PUBLIC WAY:  
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMP:  
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/4" VERTICAL (1/4" BEVELED).

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.entellus.com

Client: Knowlton General  
Contact: Randy Beyer  
Phone #: 801-528-0756  
Email: randyb@knowltongeneral.com

**LOT 12 OF RENAISSANCE TOWNE CENTER**

1560 SOUTH RENAISSANCE TOWNE DRIVE  
TAYLOR HILL, UT 84067  
LOCATED IN THE SW 1/4 OF SECTION 36, T.2N., R.1E., S.1&2 R.A.M.  
BOONVILLE CITY, DAVIS COUNTY, UTAH

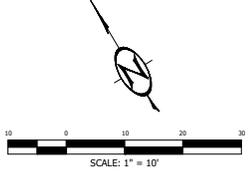
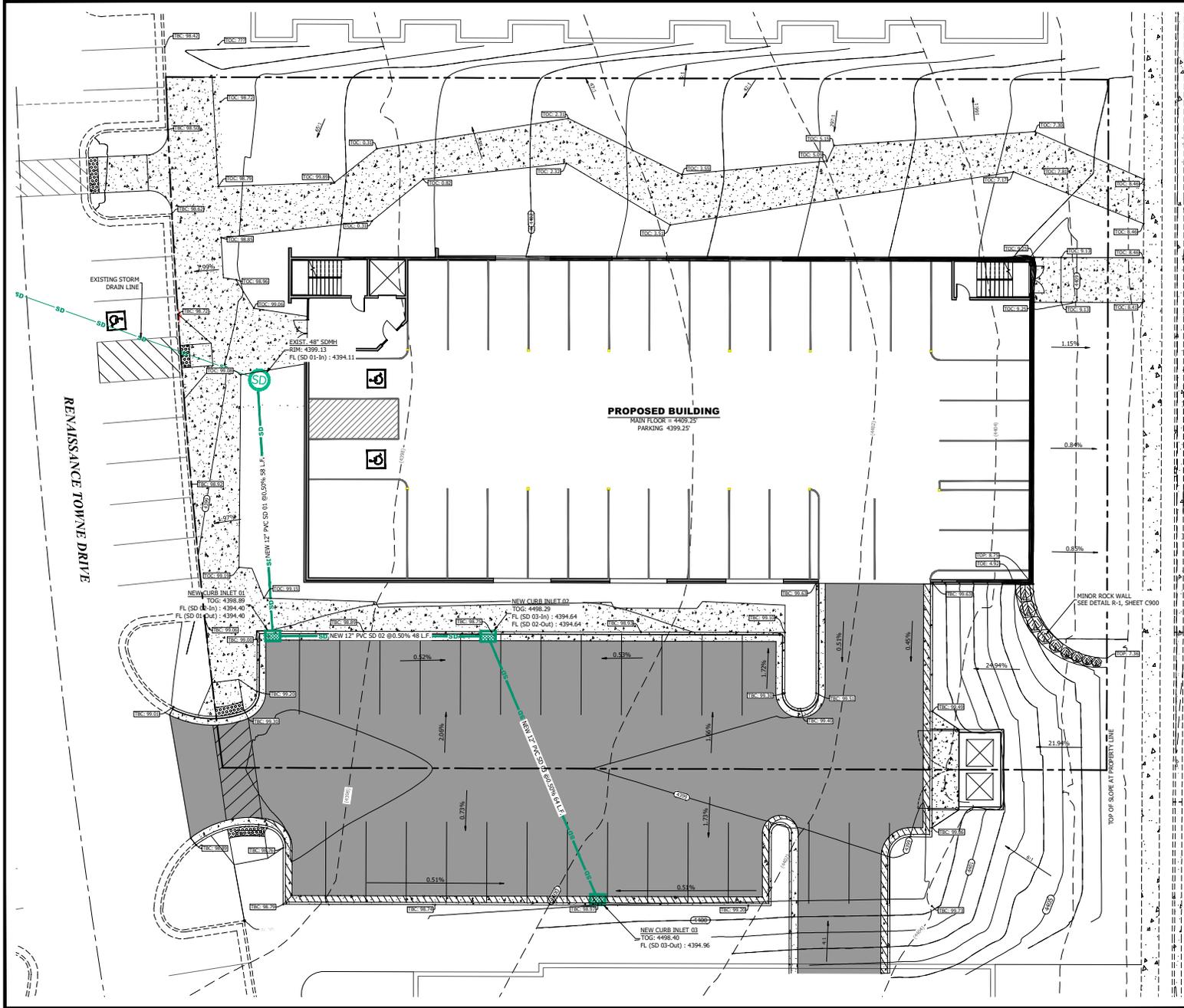
ORIGINATOR	DATE	REVISION	DATE
DESIGN	11/15/13		
REV 1	11/15/13		
REV 2	11/15/13		
REV 3	11/15/13		
REV 4	11/15/13		
REV 5	11/15/13		
REV 6	11/15/13		
REV 7	11/15/13		
REV 8	11/15/13		

APPROVED: **LKM**

PROJECT: **118913**

PLAN SET: **118913.dwg**

**C400**  
SITE PLAN



**ACCESSIBLE AREA CONSTRAINTS**

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

**ACCESSIBLE PARKING:**  
 MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

**ACCESSIBLE ROUTE:**  
 MINIMUM WIDTH OF 48", MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%) IN ANY DIRECTION.

**ACCESS ROUTE TURNAROUNDS:**  
 A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

**LEVEL LANDING / EXTERIOR DOOR LANDING:**  
 A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

**ACCESSIBLE EGRESS TO PUBLIC WAY:**  
 MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

**ADA ACCESS RAMPS:**  
 MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/4" VERTICAL (1/4" IF BEVELED).

1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.entellus.com

Client: Knowlton General  
 Contact: Randy Breyer  
 Phone #: 801-428-0756  
 Email: randybreyer@knowlton.com

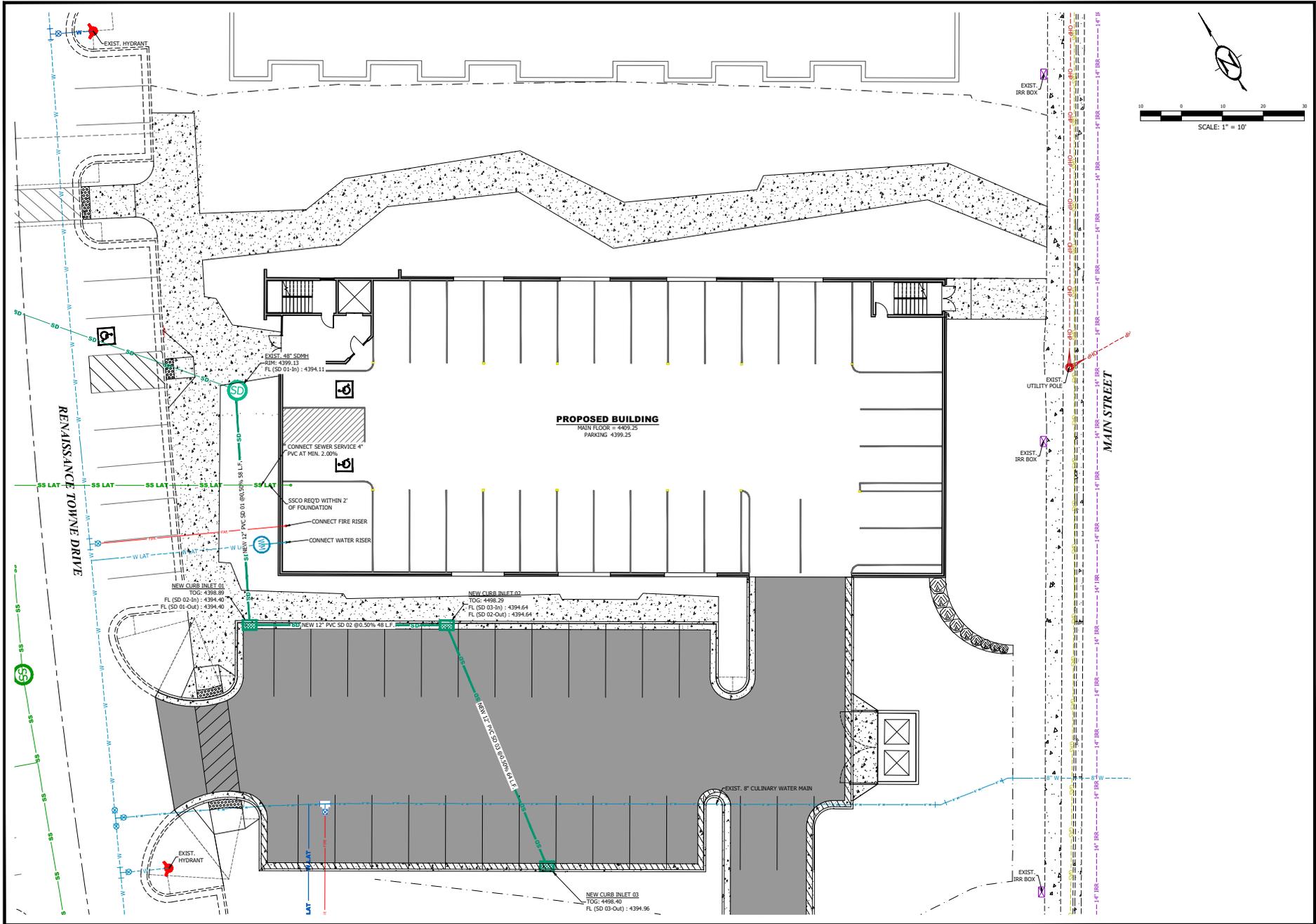
**LOT 12 OF RENAISSANCE TOWNE CENTER**

**1560 SOUTH RENAISSANCE TOWNE DRIVE**  
 TAYLOR HILL # 02-28-0607  
 LOCATED IN THE SW 1/4 OF SECTION 36, T.2N., R.1E., S.L.R.A.M.  
 BOONVILLE CITY, DAVIS COUNTY, UTAH

ORIGINATOR	DATE	REVISION	DATE
DES 1	11/11/21		
DES 2	11/11/21		
DES 3	11/11/21		
DES 4	11/11/21		
DES 5	11/11/21		
DES 6	11/11/21		
DES 7	11/11/21		

DRAWN: LKM  
 APPROVED: LKM  
 PROJECT: 156015  
 PLAN SET: 118913.dwg

**C500**  
 GRADING PLAN



1470 South 600 West  
 Woods Cross, UT 84010  
 Phone 801.298.2236  
 www.entellus.com



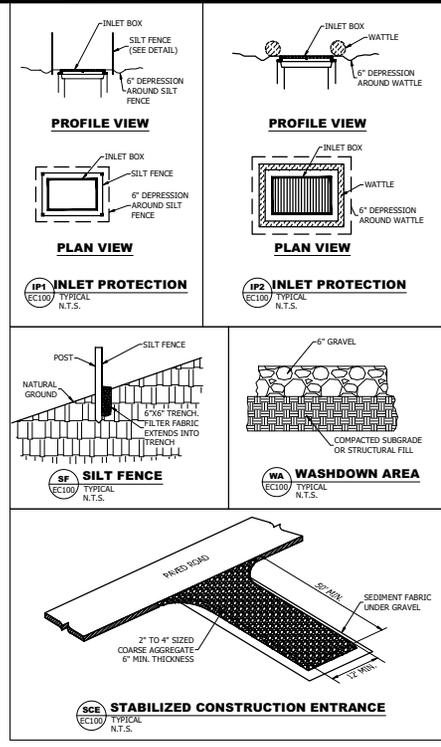
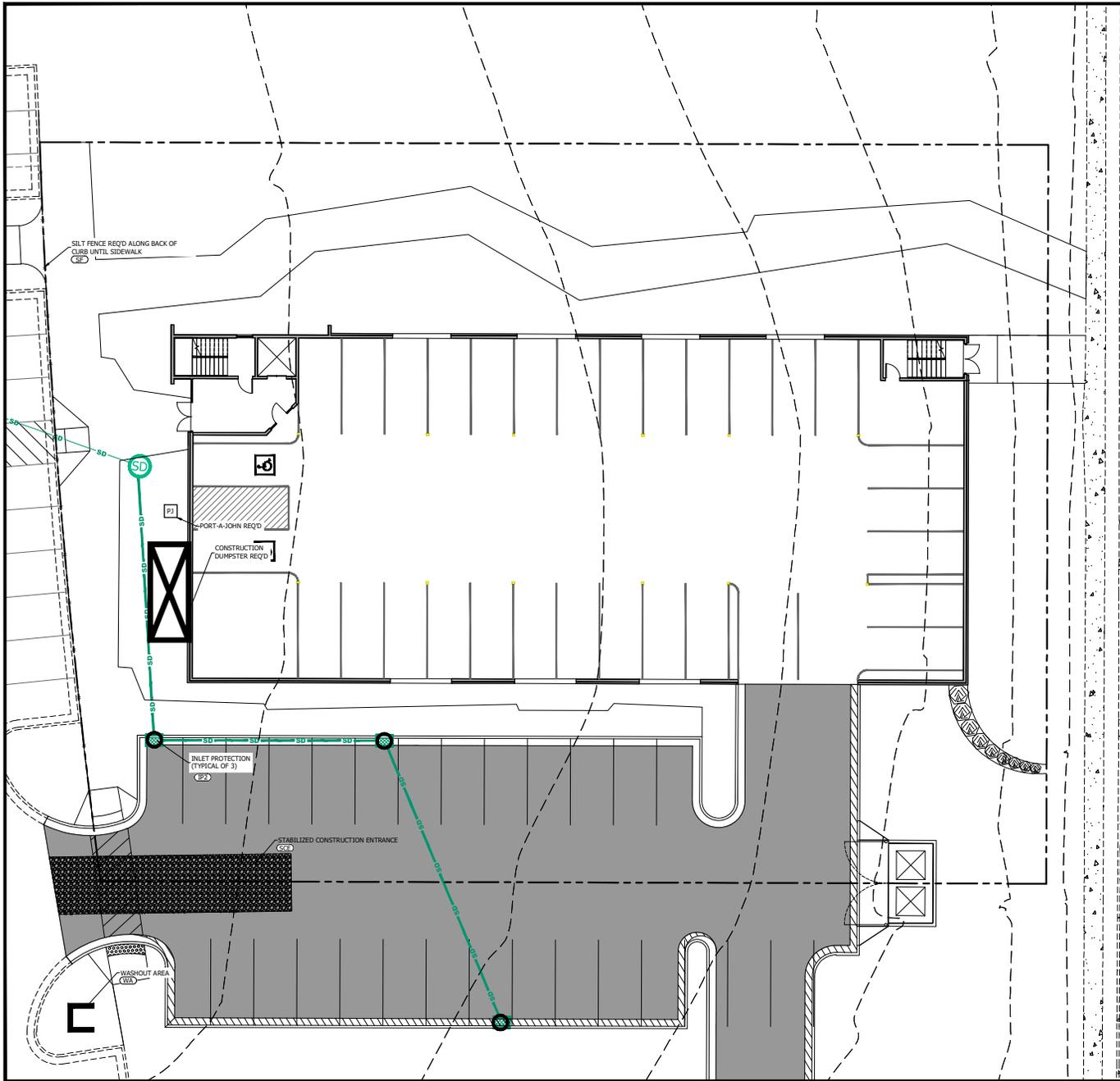
Client: Knowlton General  
 Contact: Randy Breyer  
 Phone #: 801-828-0756  
 Email: rambreyer@knowltongeneral.com

**LOT 12 OF RENAISSANCE TOWNE CENTER**  
 1560 SOUTH RENAISSANCE TOWNE DRIVE  
 TWP PARCEL # 02-28-0607  
 LOCATED IN THE SW 1/4 OF SECTION 36, T.2N., R.1E., S.1&2 R.A.M.  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

NO.	DATE	REVISION	DATE
REV 1			
REV 2			
REV 3			
REV 4			
REV 5			
REV 6			
REV 7			
REV 8			

DRAWN: LKM  
 APPROVED: LKM  
 PROJECT: 118915  
 PLAN SET: 118915.dwg

**C600**  
 UTILITY PLAN



**CONSTRUCTION NOTES:**

CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.

CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.

ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.

ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.

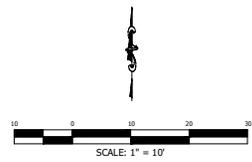
A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE EXCESS DIRT.

A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE EXCESS DIRT.

INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.



1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.entellus.com



Client: Knowlton General  
Contact: Randy Breyer  
Phone #: 801-428-0756  
Email: randybreyer@knowltongeneral.com

**LOT 12 OF REVAISSANCE TOWNE CENTER**  
1560 SOUTH RENAISSANCE TOWNE DRIVE  
TAYLOR HILL # 02-28-0607  
LOCATED IN THE SW 1/4 OF SECTION 36, T.2N., R.1E., S.L.R.A.M.  
BOONVILLE CITY, DAVIS COUNTY, UTAH

ORIGINATOR	DATE	REVISION	DATE
DESIGN	DATE		
REV 1	DATE		
REV 2	DATE		
REV 3	DATE		
REV 4	DATE		
REV 5	DATE		
REV 6	DATE		
REV 7	DATE		
REV 8	DATE		

APPROVED: **LKM**  
PROJECT # 118913  
PLAN SET 118913.dwg

**EC100**  
EROSION CONTROL PLAN



BRICK PAVERS WITH TABLE +  
CHAIR SEATING WITH UMBRELLAS

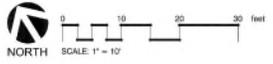
BRICK PAVERS WITH BENCH  
SEATING

BUILDING  
(SEE ARCHITECTURAL PLANS)

PARKING LOT

RETAINING WALL

TRASH ENCLOSURE



**epg design**  
 Planning + Landscape Architecture  
 206 East 800 South  
 Salt Lake City, UT 84111

Contact:  
 Dave Harris, P.L.A.  
 482.213.6234  
 dharris@epgdg.com

www.epgdg.com  
 REVISION DOCUMENT  
 NOT FOR CONSTRUCTION



LOT 13 OF RENAISSANCE TOWNE CENTER PARK  
 1560 S. MAIN STREET  
 TAX PARCEL #03-041-0042  
 SW CORNER OF SECTION 30, T.2N., R.1E., S.1B.&M.  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

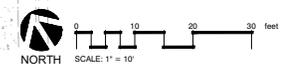
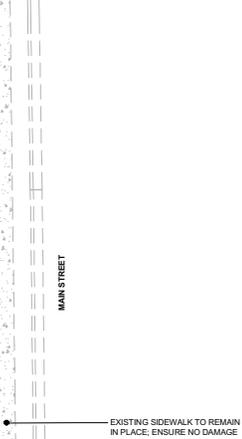
DESIGNED BY: DAH  
 DRAWN: BSH/ELS  
 CHECKED: DAH  
 ISSUE DATE: XX.XX.XXXX  
 PROJ #: TOWNCENTER000

Sheet Name:  
 Sheet Number:  
**LM100**



REFERENCE NOTES SCHEDULE

SYMBOL	CAST-IN-PLACE CONCRETE DESCRIPTION	QTY	DETAIL
03-30-01	4" THICK CONCRETE PAVEMENT OVER 4" A.B.C. NATURAL GRAY COLOR LIGHT BROOM FINISH	10,027 SF	11LM201
SYMBOL	BRICK MASONRY DESCRIPTION	QTY	DETAIL
04-21-01	BRICK PAVERS TO MATCH EXISTING	2,100 SF	61LM201
SYMBOL	AGGREGATE SURFACE DESCRIPTION	QTY	DETAIL
32-15-01	GRAVEL MULCH 2" THICK	11,872 SF	41LM201
SYMBOL	SITE FURNISHINGS DESCRIPTION	QTY	DETAIL
32-33-01	LANDSCAPE FORMS G50-TRAD-B-3AA 72" L. BACKED, W/ ANGLED SIDE AND CENTER ARMS.	6	
32-33-02	LANDSCAPE BOULDER 2'-3" DIAMETER	11	71LM201
32-33-03	LANDSCAPE BOULDER 3'-4" DIAMETER	5	71LM201
32-33-04	LANDSCAPE FORMS CAT-42D-C CATENA 42IN ROUND TOP, WITH CATENA FREESTANDING / SURFACE MOUNT SUPPORT	3	
32-33-05	LANDSCAPE FORMS 21-CHAIR-A FREESTANDING CHAIR W/ ARMS. STEEL TUBE FRAME, DIE-CAST ALUMINUM SLATS.	12	
32-33-06	LANDSCAPE FORMS TUC-PLNT-10-HEX TUC10'S PLANTATION CLASSIC HEXAGONAL SUN SHADE. ALUMINUM AND STEEL CONSTRUCTION WITH MARINE GRADE FIBER FOR SUN PROTECTION, 125.5" W X 109" D X 100" H.	3	
SYMBOL	TURF AND GRASSES DESCRIPTION	QTY	DETAIL
32-92-01	TURF SEE PLANTING PLAN	15,543 SF	



**epg design**  
 Planning + Landscape Architecture  
 208 East 800 South  
 Salt Lake City, UT 84111  
 Contact:  
 Dave Harris, P.L.A.  
 480.213.6534  
 dharris@epgdc.io  
 www.epgdc.design

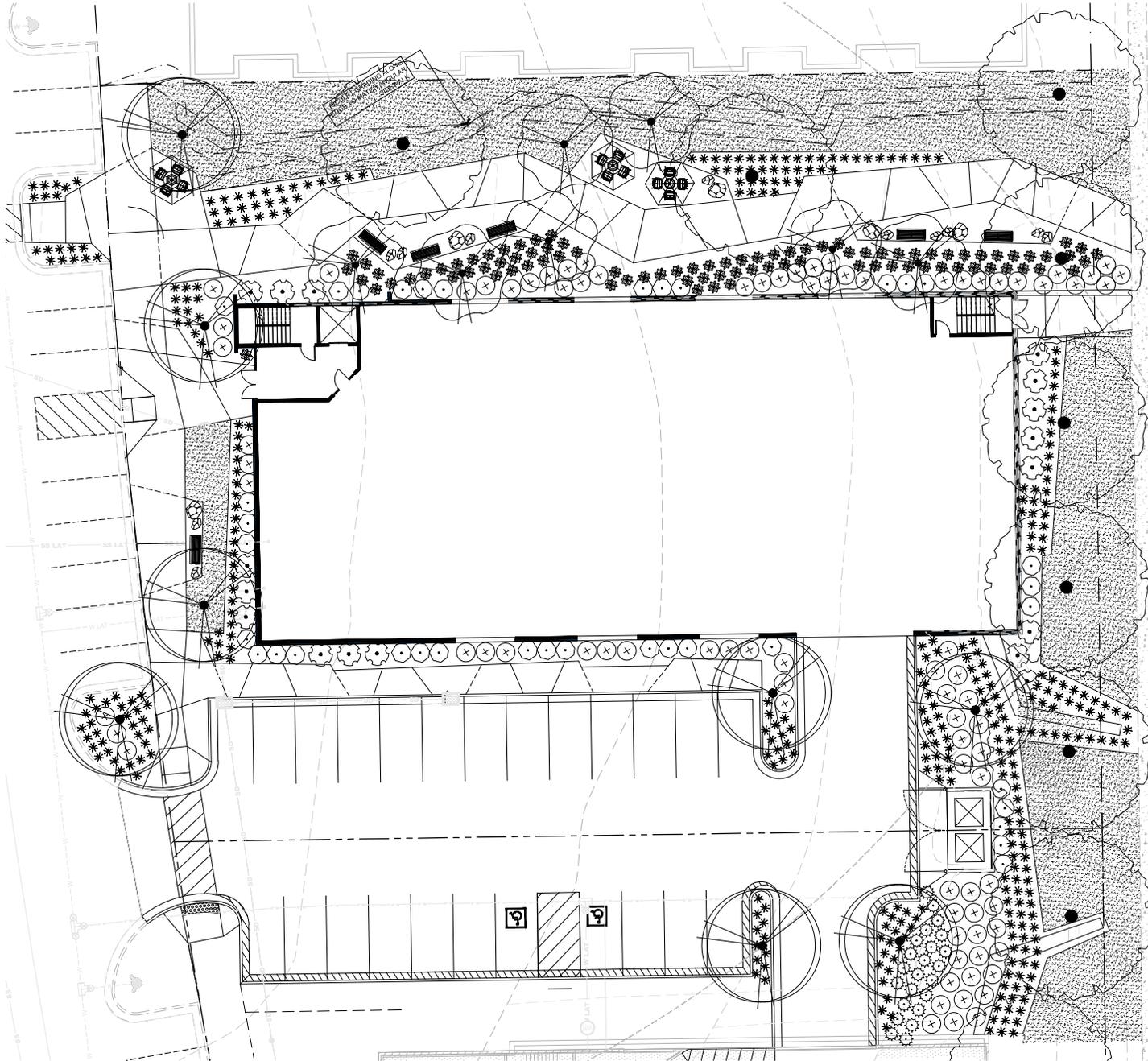
**Entellus**

LOT 13 OF RENAISSANCE TOWNE CENTER PARK  
 1560 S MAIN STREET  
 TAX PARCEL #03-041-0042  
 SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: DAH  
 DRAWN: BVHLKS  
 CHECKED: DAH  
 ISSUE DATE: XX.XX.XXXX  
 PROJ #: TOWNCENTER0002

Sheet Name:  
 Sheet Number:  
**LM101**



### PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	SIZE
	9	RED SUNSET MAPLE ACER RUBRUM 'RED SUNSET'	---
	7	MAIDENHAIR TREE GINKGO BILOBA 'AUTUMN GOLD' TM	2" CAL
	8	KANZAN FLOWERING CHERRY PRINUS X 'KANZAN'	---
SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
	66	GREEN MOUNTAIN BOXWOOD BUXUS X 'GREEN MOUNTAIN'	---
	120	FEATHER REED GRASS CALAMAGROSIS X ACUTIFLORA 'KARL FOERSTER'	1 GAL
	17	SILVEREDGE DOGWOOD CORNUS ALBA 'ELEGANTISSIMA'	5 GAL
	86	KELSEY DOGWOOD CORNUS SERICEA 'KELSEY'	5 GAL
	149	AUTUMN RED DAYLILY HEMEROCALLIS X 'AUTUMN RED'	5 GAL
	90	PLANTAIN LILY HOSTA X 'ATLANTIS' PP17093	---
	369	LITTLE BUNNY FOUNTAIN GRASS PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	---
	37	ALDER BUCKTHORN RHAMNUS FRANGULA 'COLUMNARIS'	---
	23	GOLDMOUND SPIRAEA SPIRAEA X 'GOLDMOUND'	---
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	SIZE
	8,074 SF	KENTUCKY BLUEGRASS TURF SOD BLUEGRASS	SOD

**epg design**  
 Planning +  
 Landscape Architecture  
 Phoenix Salt Lake City Denver  
 208 East 800 South  
 Salt Lake City, UT 84111

Contact:  
 Dave Harris, PLA  
 480.213.6534  
 @daveharrispl  
 PRELIMINARY  
 DRAFT REVIEW  
 DOCUMENT  
 NOT FOR  
 CONSTRUCTION  
 PREPARED FOR:  
 NOT FOR CONSTRUCTION

**Entellus**  
 1470  
 Wood  
 Phot  
 www

LOT 13 OF RENAISSANCE TOWNE CENTER PARK  
 1560 S MAIN STREET  
 TAX PARCEL #03-041-0042  
 SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: DAH  
 DRAWN: BVHLKS  
 CHECKED: DAH  
 ISSUE DATE: XX.XX.XXXX  
 PROJ #: TOWNCENTER002

Sheet Name:  
 PLANTING PLAN

Sheet Number:  
 PP101





















# City Council Staff Report



**Subject:** Public Hearing – Zone Map Amendment from General Commercial (C-G) to Mixed-Use Residential (MXD-R)  
**Address:** 189 South 200 West  
**Author:** Francisco Astorga, AICP, Planning Director  
**Date:** June 16, 2020

## **Background**

Security Enterprises Ltd. represented by Knowlton Construction (Brian Knowlton and Randy Beyer) submitted a Zone Map Amendment Request for the site on the corner of 200 West and 200 South. The request is to amend the zoning designation of the property consisting of approximately one half (½) acre from General Commercial (C-G) to Mixed-Used Residential (MXD-R). The site is currently vacant. Surrounding uses are of a commercial, industrial, and residential nature along 200 West and residential nature along 200 South.

Zoning Map Amendments are legislative items that prior to City Council review, public hearing, and Final Action, require Planning Commission review, public hearing, and a recommendation. During the June 2, 2020 Planning Commission meeting, the Commission reviewed the request, held a public hearing, and forwarded a positive recommendation to the City Council as presented by Planning Staff.

## **Analysis**

The purpose of the MXD zoning classification is to facilitate the integration of diverse but compatible uses into a single development, with the goal of creating a community that offers "live, work, and play" opportunities within convenient walking distance of each other.

## **Zone/Project Evaluation**

Development proposals are evaluated based on their compatibility with the Bountiful City General Plan, the Bountiful City Code and Land Use Code, the purpose and characteristics of the MXD Zone, sound planning practices, surrounding land-uses, and all other City-approved studies. The City may deny any zone map amendment or development proposal that does not comply with any of these criteria.

## **Site Characteristics**

The typical site zoned MXD is to have at least five (5) acres; however, smaller projects that demonstrate outstanding characteristics may also be considered. Sites zoned MXD should be adjacent to major automobile and public transit corridors, and should have direct access

to both. The subject site is less than five (5) acres, and is adjacent to major automobile corridor (200 West) and is within two (2) blocks of Main Street, a public transit corridor.

Sub-Zone Standards

Each MXD sub-zone is to have an emphasis towards a particular category of land-use. Percentages are based on the total square footage of floor area within a project and include areas within a structure (floors of a building) and areas on the surface of the land (sidewalks, parks, etc.). Parking, landscaping, and similar ancillary uses are calculated on a pro-rated basis for each use category.

<u>Sub-Zone Designation</u>	<u>Required Emphasis</u> (Percentage in square feet)
MXD-R	50 - 75% residential uses ( <i>requested</i> )
MXD-C	50 - 75% commercial uses
MXD-PO	50 - 75% professional office uses
MXD-PF	50 - 75% public facilities
MXD-E	50 - 75% entertainment/hotel uses
MXD-M	No one category of uses may exceed 33%

The applicant proposes the MXD-R designation with the majority being residential. The ground level is proposed to be a commercial use consisting of 1,434 square feet and the exterior plaza area consisting of 3,699 square feet which equates to 27%. The residential component adds up to 13,761 square feet which equates to 73%.

Permitted Uses

Underlined uses (*listed below*) may not be located on individual pad sites or parcels and must be part of a larger building or physically connected and integrated into the complex. Residential uses may not exceed twenty five percent (25%) of the total project floor area, except as indicated by the sub-zone designation:

- **Residential:** Multi-family - minimum one (1) covered space per unit. Underground and/or structured parking recommended; carports are not permitted without specific City Council approval.
- **Office:** Professional offices, Banks and credit unions, Medical clinics, and Artist studios.
- **Commercial:** Convenience stores (with or without fuel sales), Grocery stores (maximum 50,000 square feet per tenant), and Retail (maximum 50,000 square feet per tenant/floor, no single tenant to exceed 100,000 square feet total across multiple floors).
- **Institutional/Public:** Medical clinics, Colleges/Universities/Educational Services, Museums, Open space/Park, Convention center/Assembly/Auditorium, Government offices, Places of worship, and Municipal Facilities
- **Hotel/Entertainment:** Hotels (rooms off interior corridors), Recreation (Indoor/Outdoor), Restaurants and private clubs (without drive-up window), Fast-

food restaurant, Movie Theaters (Indoor), Convention center/Assembly/Auditorium, and Health clubs.

Prohibited uses include Motor lodges (drive-up motel units), Pawn shops, Check cashing/Title loan stores, Sexually oriented businesses, Tattoo parlors, Self- storage units, and Body piercing (earrings permitted).

The Applicant proposes to comply with permitted uses listed in the MXD Code, above. The proposal contains a six (6) vehicle carport on the north end of the site, which requires City Council approval. The carports are to be utilized for the residential units only. The proposed development provides eight (8) fully covered parking stalls as part of the proposed building and six (6) covered parking stalls in the requested carport.

Development Plan

As required by Code, the applicant prepared and submitted a proposed Development Plan. The Development Plan guides all development within a particular project and is to include a site plan, a pedestrian connection/trails plan, conceptual building elevations and design schemes, streetscape and building setback diagrams, a current survey and legal description, plus any other information typically required for site plan approval.

The general categories and uses to be established within a mixed-use project are to be specified and enumerated in the Development Plan. The approved Development Plan is an integral part of the zoning regulations for the area represented which the Applicant must follow. Substantial variation between the Development Plan and the Final Site Plan would require review and recommendation from the Planning Commission and approval from the City Council.

Default Setbacks & Height Limitations

The location, height, and separation between buildings is established as part of the Development Plan. Unless otherwise stated in the Development Plan, the default standards are as follow on the left of the table below:

<u>Default Standards</u>		<u>Proposal</u>
Min. building setback	30 feet	<i>20 feet from 200 West and 200 South</i>
Max. building setback	50 feet	<i>55 feet from north property line (side)</i>
Min. building separation	20 feet	<i>Not applicable, one (1) building onsite</i>
Max. building separation	40 feet	
Min. building height	20 feet	<i>To comply with default building height</i>
Max. building height	35 feet	

Development Characteristic

Uses may be mixed within a building or within an overall development, or both; however, the City encourages mixing uses within a building as much as possible. The proposal complies with the mixed-use provision. Developments within an MXD zone are to exhibit urban characteristics which includes wide sidewalks, street trees and street furniture,

community gathering spaces, shared parking, integrated public transit (where available and/or anticipated), and diverse and distinctive design features. The proposal incorporates most listed urban characteristics.

Developments are to provide at least fifteen percent (15%) of the gross floor area or fifteen percent (15%) of the gross site area, whichever is greater, as open space. Open space includes cultivated landscaping, plazas, parks, urban trails/sidewalks, wetlands/indigenous landscaping, and community recreation space. A maximum of fifty percent (50%) of all open space may be hard surfaced. Streets, parking lots, driveways, and private yards are not considered open space. The proposal complies with the open space provision. All lighting and signs provisions found in the MX-D Code addressing pedestrian scale are proposed to be met.

Parking requirements are determined per existing City standards for each use; however, parking requirements may be reduced if it can be shown that shared parking is a viable alternative. The applicant does not seek a parking reduction.

Due to the size of the project, staff does not find it necessary to illustrate how public transit is to be integrated into the site based on the applicant's request to meet parking requirements (a parking reduction is not being requested) and its proximity to Main Street, a transit corridor. Also staff does not find a need to illustrate pedestrian movement throughout the project area based upon the size of the development, adjacency to Main Street, and grid/block pattern in this part of the City. See relevant sections below:

- *Site plans shall clearly indicate the mixture of land uses within the project area and the percentage of the overall site that each use occupies. Furthermore, site plans shall indicate the amount of parking prorated to each use and shall illustrate how public transit, (where available and/or anticipated), is to be integrated into the site.*
- *An additional site plan shall illustrate pedestrian movement throughout the project area, with trail hierarchies established based on levels of pedestrian use. The purpose of this plan is to demonstrate how effectively uses are mixed, and to determine the efficiency of the site layout. The plan shall provide convenient and attractive pedestrian connections through the mixing of land uses and quality design practices.*

### **Standard of Review**

As a matter of procedure, whenever the City Council considers a request for a rezone (zone map amendment), it shall review it in accordance with the provisions of 14-2-205 AMENDMENTS TO ORDINANCE AND MAP, which are as follows:

*B. For the purpose of establishing and maintaining sound, stable, and desirable development within the City, it is declared to be the public policy that amendments should not be made to the Bountiful City Land Use Code or Zoning Map except to promote the objectives and purpose of this Title, the Bountiful City General Plan, or to correct manifest errors.*

The Bountiful City General Plan- 2009 Land Use Master Plan element indicates the following under *Issues, Goals, and Policies*:

**Issue:** *Commercial areas are old and need to be redeveloped. Much of the existing commercial development in Bountiful originally occurred in the 1960's and 70's, and is located on old residential lots that fronted onto 500 West/Hwy 89, 500 South, and 200 West. As a result, many of the developments suffer from functional and physical obsolescence.*

**Goal:** *Identify properties that have substantial challenges and could be redeveloped with the next 1 year.*

While Planning Staff is unable to confirm what has been identified in the past within this specified goal based on the timing and current staff tenure; staff does find that the identified issue to be just as relevant now as it was back during the 2009 General Plan update process. Staff does recognize the requested zone change from C-G to MXD-R to be consistent with the currently adopted 2009 General Plan as 200 West has been considered ready for redevelopment.

### **Department Review**

This item has been reviewed by various City Departments.

Power Dept.: A seven foot (7') easement around the perimeter of the property or a common area easement for existing and new infrastructure is required. Also all line extension fees will be the responsibility of the owner.

### **Significant Impacts**

The site is wedged between commercial and residential zoned property. Providing a residential/commercial mixed use component along 200 West does not adversely affect the surrounding neighborhood. Staff does not identify significant impacts with this request as most commercial development is built as one (1) story buildings. The current market is trending toward more residential development, which also assists in mitigating the recognized need to provide smaller multi-family housing that correlates to an affordable housing market identified within the City and the state.

### **Public Input**

Staff received a letter of support by an adjacent property owner. See attachment 7.

### **Recommended Action**

The proposal is generally consistent with the overall goals and policies of the General Plan for the area and the purpose and characteristics of the MXD Zone found in the Bountiful City Land Use Code. The proposal observes sound planning practices, and based on the size of the development surrounding land-uses are not adversely impacted. Staff recommends that the City Council review the request, hold the required public hearing, and approve the requested zone change from C-G to MXD-R based on the findings of fact found throughout this staff report and the drafted ordinance

**Attachments**

1. Proposed Ordinance
2. Aerial & Vicinity Map
3. Current Zoning Map
4. Applicant's Narrative
5. Concept Architectural Site Plan
6. Concept Floor Plans
7. Concept Exterior Views
8. Exterior Elevations
9. Public Input



# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis

CITY COUNCIL  
Millie Segura Bahr  
Kate Bradshaw  
Kendalyn Harris  
Richard Higginson  
Chris R. Simonsen

CITY MANAGER  
Gary R. Hill

## Bountiful City **DRAFT** Ordinance No. 2020-06

**An ordinance amending the Bountiful City Zoning Map changing the zoning designation of one (1) parcel (totaling one half acre) from General Commercial (C-G) to Mixed-Used Residential (MXD-R) and adopting standards.**

**It is the finding of the Bountiful City Council that:**

1. The Bountiful City Council is empowered to adopt and amend zoning maps and ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
2. The zoning change request has been made by the owners of the subject property.
3. As required by Section 14-2-205 of the Bountiful City Land Use Code this zone map amendment is found to be in harmony with the objectives and purposes of the Land Use Ordinance.
4. After a public hearing, the Bountiful City Planning Commission recommended in favor of approving this proposed zone map amendment on June 2, 2020.
5. The Bountiful City Council held a public hearing on this proposal on June 16, 2020, 2019, and finds that the requested zone map amendment is in harmony with the City's General Plan and in the best interests of the health, safety, and welfare of the City.

**Now therefore, be it ordained by the City Council of Bountiful, Utah:**

The development at 200 South 200 West, in the MXD-R Zone will be in accordance with the standards contained in the Bountiful Land Use Code except as specifically modified within this Development Plan.

**Section 1.** The official Zoning Map of Bountiful City is hereby amended to designate the zoning for the following property as Mixed-Used Residential (MXD-R):

**The address of the subject property according to the County Assessor: 200 S 200 West**

**Parcel/Serial Number: 03-029-0089**

**Legal Description according to the County Recorder: ALL OF LOT 5, BLK 19, PLAT A, BOUNTIFUL TS SURVEY ADDITIONAL. CONT. 0.50 ACRES.**

**Section 2.** Development of the property described in this ordinance shall be subject to the following standards:

**A. Residential Land Use Emphasis**

The development shall have an emphasis towards residential use. Percentages are based on the total square footage of floor area within the project and include areas within a structure (floors of a building) and areas on the surface of the land (sidewalks, parks, etc.) Parking, landscaping, and similar ancillary uses are calculated on a pro-rated basis for each use category. The development shall have a 50 - 75% square feet in residential uses.

**B. Permitted Uses:**

- **Residential**  
Multi-family - minimum one (1) covered space per unit. Underground and/or structured parking recommended; carports are not permitted without specific City Council approval.
- **Office**  
Professional offices  
Banks and credit unions  
Medical clinics  
Artist studios
- **Commercial**  
Convenience stores  
Retail
- **Institutional/Public**  
Medical clinics  
Colleges/Universities/Educational Services  
Museums  
Open space/Park  
Convention center/Assembly/Auditorium  
Government offices  
Places of worship  
Municipal Facilities
- **Hotel/Entertainment**  
Hotels – Rooms off interior corridors  
Restaurants including fast-food and private clubs – without drive-up window  
Convention center/Assembly/Auditorium  
Health clubs

- **Prohibited Uses**

- Motor lodges (drive-up motel units)
- Pawn shops
- Check cashing/Title loan stores
- Sexually oriented businesses
- Tattoo parlors
- Self-storage units
- Body piercing (earrings permitted)

**C. Building Setbacks**

The building setback shall be 20 feet from 200 West, 200 South, and the east property line. The minimum building setback from the north property line shall be 30 feet and the maximum building setback shall be 55 feet.

**D. Height Limitation**

The minimum building height shall be 20 feet and the maximum building height shall be 35 feet.

**E. Development Characteristics**

The development shall exhibit urban characteristics such as:

1. Wide sidewalks
2. Street trees and street furniture
3. Community gathering spaces
4. Shared parking
5. Integrated public transit (where available and/or anticipated)
6. Diverse and distinctive design features

**F. Open Space**

The development shall provide at least fifteen (15) percent of the gross floor area or fifteen (15) percent of the gross site area, whichever is greater, as open space. Open space shall typically include the following elements: cultivated landscaping, plazas, parks, urban trails/sidewalks, wetlands/indigenous landscaping, and community recreation space. A maximum of fifty (50) percent of all open space may be hard surfaced. Streets, parking lots, driveways, and private yards are not considered open space.

**G. Lighting and Signs**

All lighting and signs shall be pedestrian scale, with a maximum sign height of twenty (20) feet. Lights or signs on building facades may be higher than the twenty (20) feet maximum. Sign standards to comply with applicable codes found in the MXD Zone.

**H. Parking**

Parking requirements shall be determined per existing City standards for each use. The site plan shall clearly indicate the mixture of land uses within the project area and the percentage of the overall site that each use occupies.

**Section 3.** This ordinance shall take effect immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 16<sup>th</sup> day of June 2020.**

---

Randy C. Lewis, Mayor

ATTEST:

---

Shawna Andrus, City Recorder

# Aerial & Vicinity Map

200 West 200 South, Bountiful



W 100 S

S 200 W

W 200 S

Google Earth

© 2020 Google

200 ft 163



# Zoning Map

200 West 200 South, Bountiful

S 300 W

S 200 W

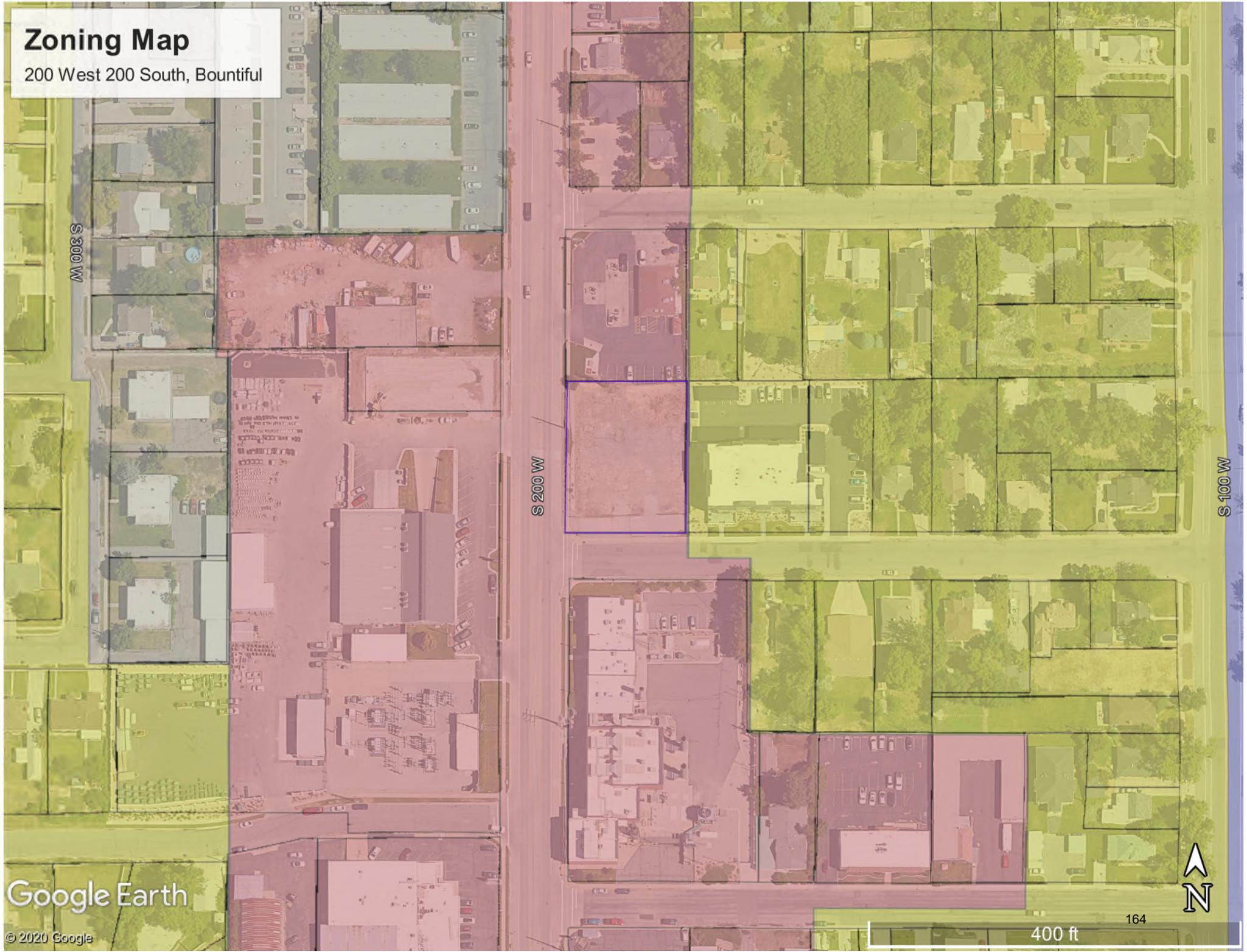
S 100 W

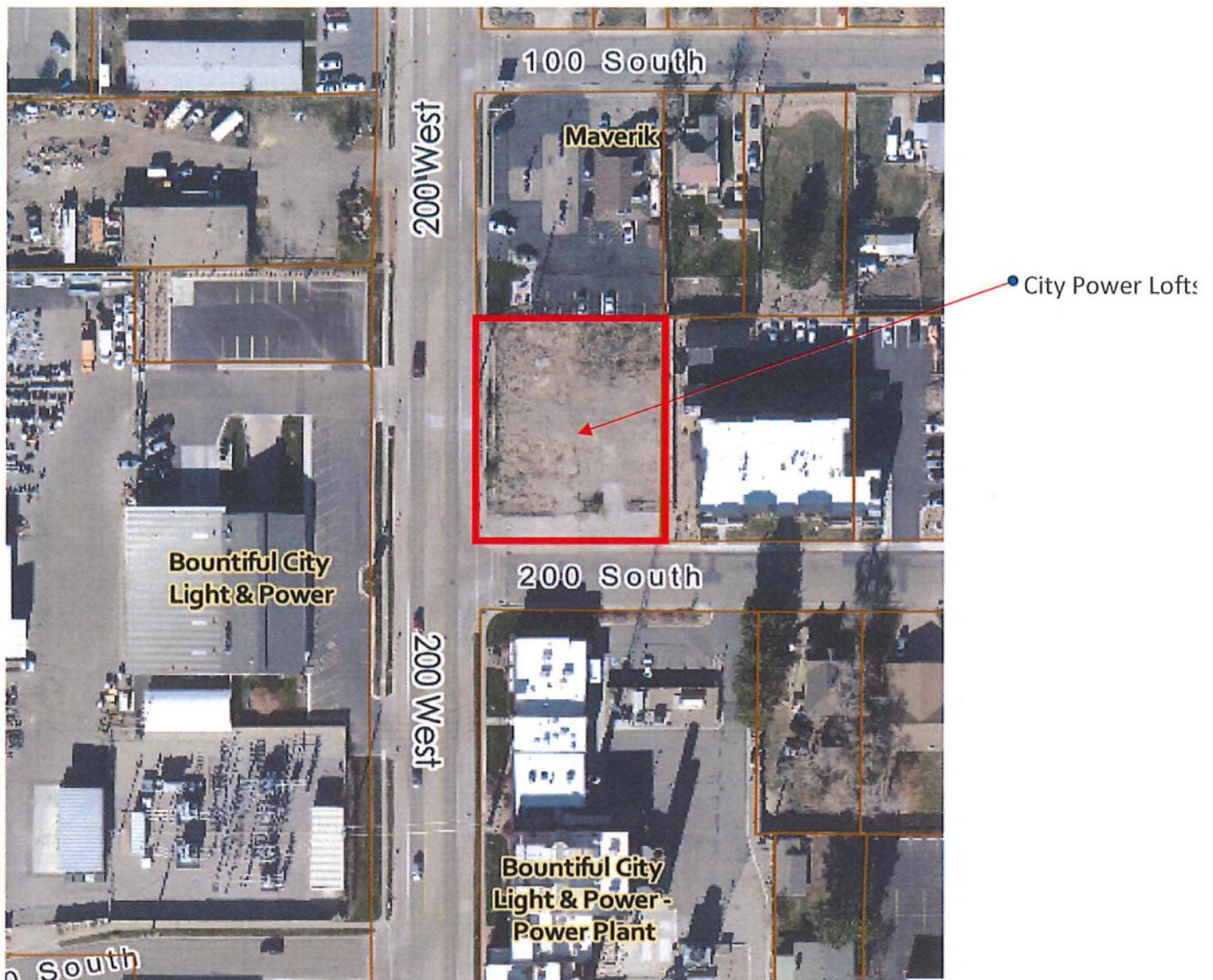
Google Earth

© 2020 Google

400 ft

164





**Zone Map Amendment Explanation for .50-acre property**

The address of the subject property according to the County Assessor:  
**200 South 200 West, Bountiful, UT 84010**

**Parcel:** 030290086

**Property:** ALL OF LOT 5, BLK 19, PLAT A, BOUNTIFUL TS SURVEY ADDITIONAL. CONT. 0.50 ACRES:

**Current Zone:** C-G General Commercial

On the 12<sup>th</sup> of November 2019 the following ordinance was updated:

Bountiful City Ordinance No. 2019-06 An ordinance updating the 2000 Moderate income Housing Plan, as reported to the state in 2007, 2010, 2012, 2014, and 2018.

Now therefore, be it ordained by the City Council of Bountiful, Utah:

Section 1. The Moderate Income Housing Plan is hereby updated to include a recommendation to implement the following planning strategies:

\* Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones.

\* ***Allow for higher density or moderate income residential development in commercial and mixed-use zones, commercial centers, or employment centers.***

\* ***Encourage higher density or moderate income residential development near major transit investment corridors.***

\* Preserve existing Moderate Income Housing.

Section 2. This ordinance shall go into effect immediately upon first publication. Adopted by the City Council of Bountiful, Utah, this 12th day of November 2019.

Our Goal: Be a part of the solution with creating a visually pleasing edifice that contributes to the higher density or moderate income residential need with close proximity to an identified major transit investment corridor along 200 W.

The proposed General Plan Amendment of MXD-R is in harmony with Bountiful City's Land Use Master Plan of Historic Fort & 200 W Commercial Corridor. The proposal anticipates using the commercial + residential use and by using a classic architecture that will play on the style of the all brick brownstone style to compliment the downtown area as well as the City Power building to the south, hence the name "City Power Lofts". The conditions that exist in the general area to warrant such a change include the following:

- The property is located in the heart of the 200 W Commercial Corridor and historic fort residential neighborhoods of Bountiful, with commercial, restaurant, convenience store & retail properties surrounding it.
- Living and staying in downtown increases foot traffic for all retail components of the 200 W commercial corridor & main street and facilitates transactions in businesses in the same area.
- Direct access to major transportation corridors including the Freeway and commercial uses provides great access into the heart of the historic downtown area.



The proposed development anticipates using the 200 W commercial corridor & historic commerce district to allow both residential and commercial components in the building. In other similar districts they have used descriptive vocabulary in their ordinances for such districts.

*As a result, our application and proposal will utilize the following items:*

“A mixed commercial and residential building may be constructed up to a maximum building height per the MXD-R Zone.”

More broadly, the proposed rezone would help Bountiful City and thus the public accomplish the objectives as outlined in the Main Street Goals & Policies:

The city has expressed interest in establishing an identity for the Historic Fort. The Main Street Goals & Policies states 3 Main Goals “*Help establish an identity for the Historic Fort, 200 W becomes more walkable over time and Create an attractive setting for pedestrian access to transit.*” Our proposal would help support these objectives while meeting regional expectations for quality MXD-R development. Our plan is to create an edifice that exceeds the visual aesthetic set forth in the goals and policies.



*Historically speaking, Bountiful's Main Street evolved as the commercial and civic heart of the City. It experienced the typical ebb and flow that many small towns suffered in the mid to late 20th Century. The historic structures and traditional small town feel of the corridor positions it for continued revitalization and commercial activity in the future. Other commercial areas are developing along major arterials in the City which creates an opportunity for this development to set a precedence for architecture and design.*

*Additional roof tops are one of the major drivers to provide the environment for new and existing retail, commercial, and other business to succeed.*

## **MAIN STREET GOALS AND POLICIES (200 W Commercial Corridor)**

### **Economic Development**

1. *Goal:*

***Help establish an identity for the Historic Fort.***

*Provide diverse economic and employment opportunities and encourage multiple scales of commercial development to serve the needs of the region, the community, and individual neighborhoods.*

2. *Goal:*

***200 West becomes more walkable over time.***

*Encourage local neighborhood nodes that provide day to day small-scale, locally-owned businesses and services.*

3. *Goal:*

***Create an attractive setting for pedestrian access to transit.***

*Bring buildings to street to improve character and visual appeal of area, especially for pedestrians*

We feel that this development would make a design statement and contribution to the overall economic goals of the Goals and Policies by adding smaller scale commercial development and locally-owned businesses with residents that contribute to the success of the small business owners.

We thank you for your consideration and look forward to further discussion.

Sincerely,

Brian Knowlton & Randy Beyer













## Francisco Astorga

---

**From:** Krissy Nielsen Gilmore <krissynielsen@gmail.com>  
**Sent:** Wednesday, May 20, 2020 9:23 AM  
**To:** Planning  
**Subject:** 200 West Rezone

Hello,

I wanted to submit public comments for June 2, 2020, public hearing item #4: 189 S 200 W rezone. We live in the neighborhood just west of 200 West near this proposal. I am supportive of the rezone and am excited to see new life and development on 200 West. I have one concern that is somewhat related to the rezone. 200 West at 189 South needs a crosswalk. With this new development, assuming it will have a commercial component, the new plaza, and simply the joy of Main Street, people from our neighborhood are constantly trying to cross 200 West right there. We attempt to cross several times a week, and it can be very scary. If we are bringing more activity to the area with this rezone, I think it is even more important.

I know that the argument will be made that we should just walk to 500 South, but in reality, no one will do that. It is just a little too far out of the way. Getting people out of their cars to walk is all about convenience :).

Thank you for listening and considering this request.

Sincerely,

Krissy Gilmore  
405 S 285 W

# City Council Staff Report

**Subject:** Final Approval of the Stone Creek Estates  
Subdivision, Phase 3  
**Authors:** City Engineer, City Planner  
**Address:** 1600 E Bountiful Blvd  
**Date:** June 16, 2020



## Background

Rainey Homes is requesting Final Approval of the third phase of the Stone Creek Estates Subdivision. The original overall development plan was reviewed by the Planning Commission and given preliminary approval by the City Council in September, 2017. Phases 1 and 2 were given final approval in May 2018, with construction occurring in 2018 and 2019. As currently proposed, the third phase will construct the cul-de-sac on the north side of Bountiful Blvd which was identified as the fourth and final phase of the original subdivision phasing plan. Rainey has not purchased the eastern-most portion of the Keller property which was originally proposed as the third phase of the development, and is thereby requesting the revised phasing approval. A significant casualty of this change in phasing is the long anticipated extension of Eagle Ridge Drive, which will be delayed until the next phase of the subdivision is proposed.

The Planning Commission considered this item on June 2, 2020 and has forwarded a unanimous recommendation for approval to the City Council.

## Analysis

This phase will include 9 lots, of which 6 will have primary access from the cul-de-sac. The cul-de-sac is proposed to be constructed as a 434 ft long 54 ft wide right of way. The cul-de-sac bulb will be constructed with a standard 108 ft diameter. The slope of the road is proposed at 9.5%, with a short section to be built at 10%.

## Grading

Due to the grading which is required to construct the entrance to the cul-de-sac from Bountiful Blvd, access for Lot 301 will be limited to the eastern portion of the Bountiful Blvd side. Lot 308 should be restricted to access from the cul-de-sac to avoid conflicts with traffic on Bountiful Blvd. Access to the building pad on Lot 302 will be challenging because of the cut slope created by the grading required to construct the roadway.

## Utilities

Utility stubs for sewer, water and irrigation facilities have been extended from Bountiful Blvd at the intersection of the cul-de-sac. Conduits for power and gas service have also been installed in preparation for construction of this phase.

## Remainder Parcel Dedication and Trail Easement

Included in the preliminary concept of the subdivision was a commitment by Rainey Homes to dedicate approximately 5 acres of property to the City. This parcel is located on the west side of this proposed 3<sup>rd</sup> phase of the subdivision, and includes the natural drainage where the

topography is not compatible with development. This dedication of property will be included with the future 4<sup>th</sup> phase of the subdivision, since it is now associated with the portion of the Keller property which is not currently owned by Rainey Homes. This proposed parcel contains an existing trail which will extend to Eagle Ridge Dr. as identified on the Trails Master Plan. In anticipation of the completion of this trail, Rainey Homes has agreed to provide an easement along a portion of the rear lot line of Lot 304. This area is located well below the building pad and should have minimal impact on lot 304.

### **Department Review**

This memo has been reviewed by the City Manager, City Attorney and the Planning Director.

### **Significant Impacts**

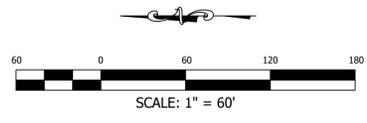
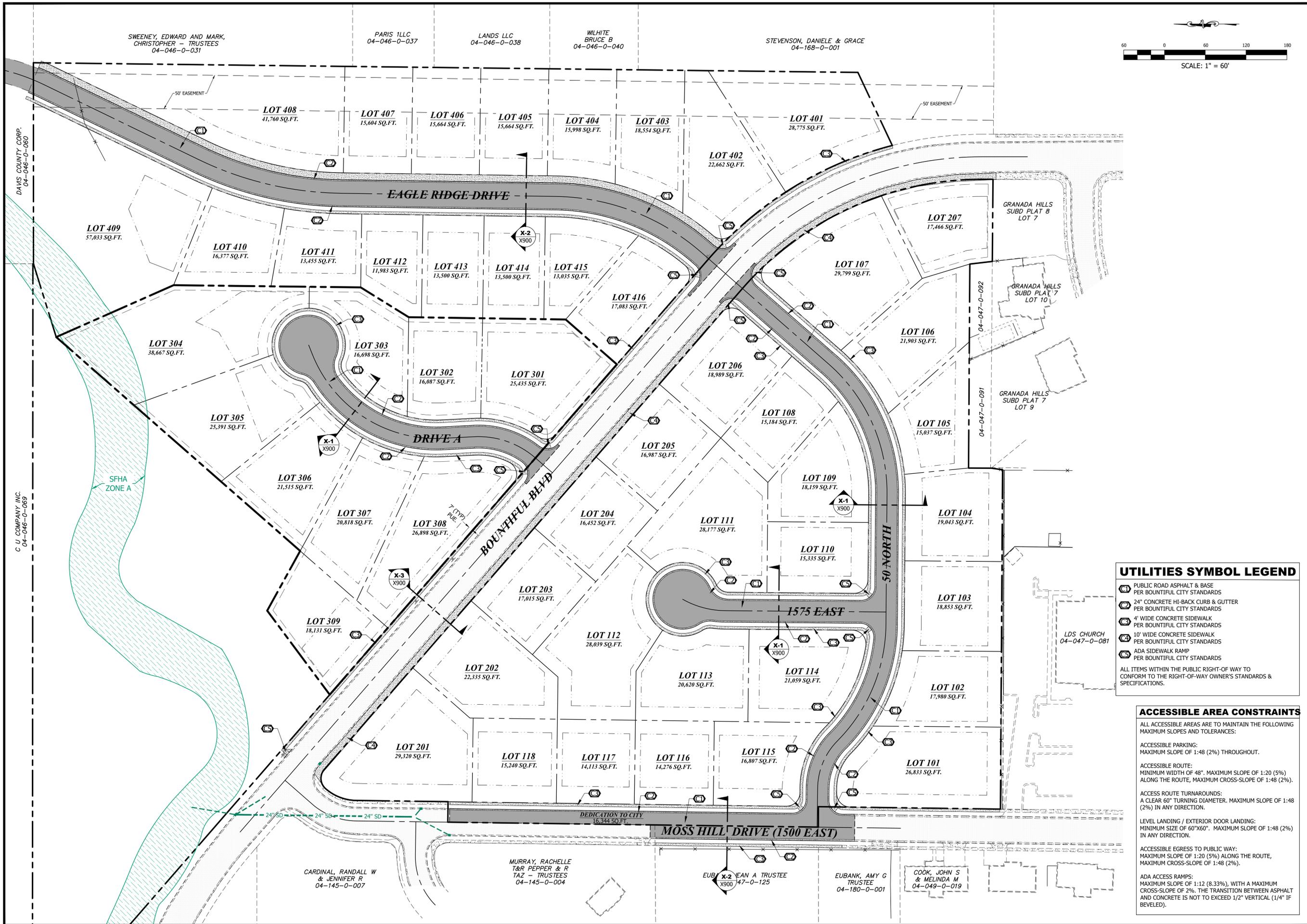
The impact of greatest significance will be related to traffic flow into and out of the development. All utilities have adequate capacity to supply the development.

### **Recommendation**

Staff recommends the City Council grant final approval of the Stone Creek Estates Subdivision, Phase 3 with the following conditions:

1. Complete redline corrections for minor issues on the plat, including the identification of building pad locations, and the addition of the trail easement on Lot 304.
2. Provide a current title report.
3. Complete any minor redline corrections on the construction drawings.
4. Pay the Storm Water Impact Fee of \$2,100 per acre.
5. Prepare a SWPPP, obtain all necessary storm water permits, post a storm water bond, and maintain the site during construction as required by City Ordinance.
6. Post the required Bond for the construction of public improvements and pay the fees as determined by the City Engineer.
7. Enter into a Development Improvement Agreement.





**UTILITIES SYMBOL LEGEND**

- PUBLIC ROAD ASPHALT & BASE PER BOUNTIFUL CITY STANDARDS
- 24" CONCRETE HI-BACK CURB & GUTTER PER BOUNTIFUL CITY STANDARDS
- 4' WIDE CONCRETE SIDEWALK PER BOUNTIFUL CITY STANDARDS
- 10' WIDE CONCRETE SIDEWALK PER BOUNTIFUL CITY STANDARDS
- ADA SIDEWALK RAMP PER BOUNTIFUL CITY STANDARDS

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

**ACCESSIBLE AREA CONSTRAINTS**

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:  
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:  
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:  
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:  
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:  
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMP:  
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

181 North 200 West, Suite #4  
Bountiful, Utah 84010  
Phone 801-298-2236



**STONE CREEK ESTATES SUBDIVISION**  
RAINEY HOMES

BOUNTIFUL BOULEVARD AND MOSS HILL DRIVE  
LOCATED IN THE SW 1/4 OF SECTION 21, T.2N., R.1E., S.L.R.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: LKM 25 OCT 2019  
APPROVED: STA 25 OCT 2019  
PROJECT: 1402001-1402001 SHEETS.dwg  
**C400**  
OVERALL SITE PLAN

**STONE CREEK ESTATES SUBDIVISION PHASE 3**

LOCATED IN THE WEST HALF OF SECTION 21,  
TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
NOVEMBER 2019

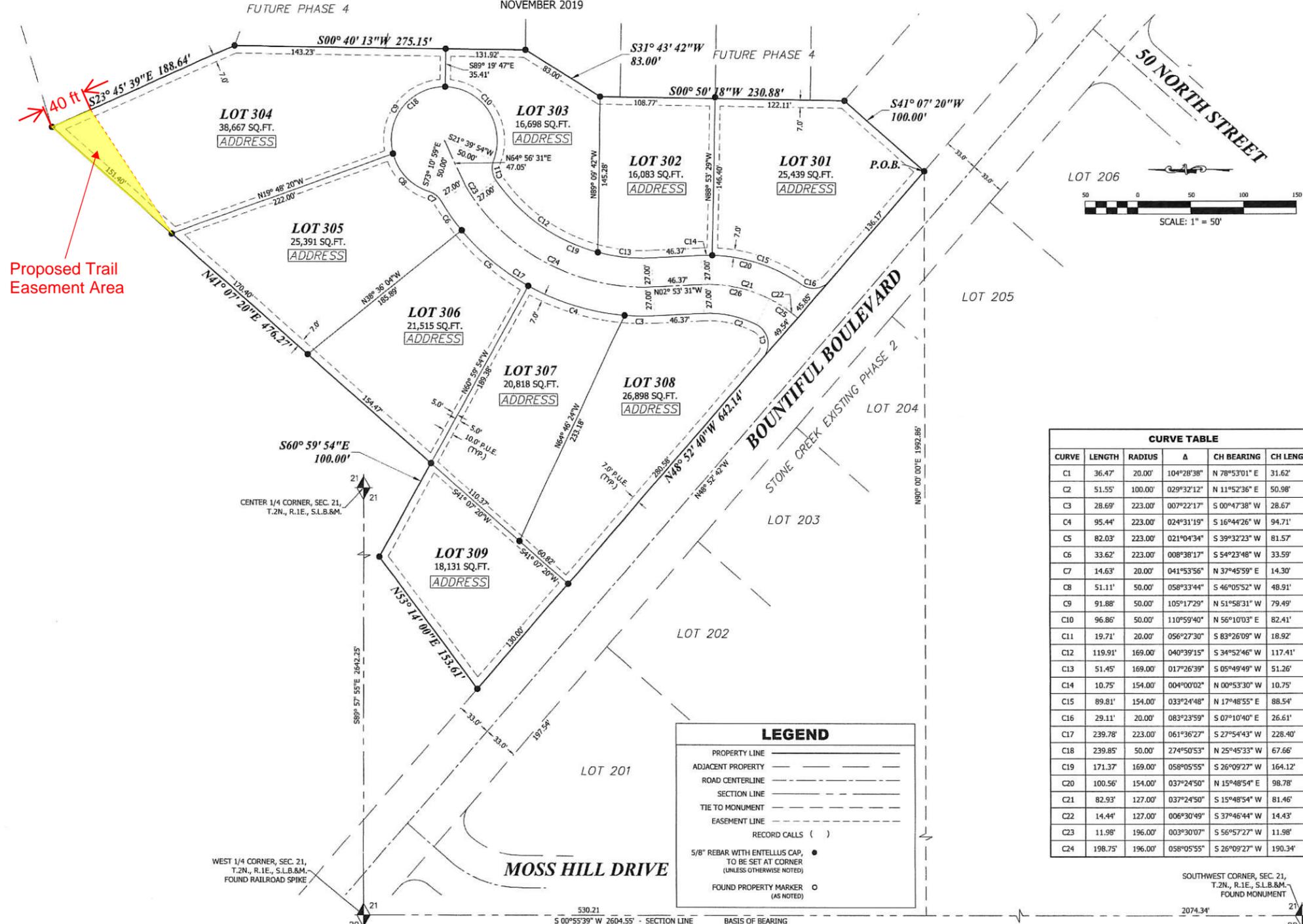
**SURVEYOR'S CERTIFICATE**

I, JRC, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREAFTER TO BE KNOWN AS STONE CREEK ESTATES SUBDIVISION PHASE 3 AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, AS SHOWN.

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497 DATE

**BOUNDARY DESCRIPTION**

BOUNDARY DESCRIPTION  
BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF BOUNTIFUL BOULEVARD AT A POINT THAT IS SOUTH 00°55'39" WEST 530.21 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" EAST 1992.86 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING  
THENCE NORTH 48°52'40" WEST 642.14 FEET ALONG SAID SOUTHEASTERLY LINE;  
THENCE NORTH 53°14'00" EAST 153.61 FEET;  
THENCE SOUTH 60°59'54" EAST 100.00 FEET;  
THENCE NORTH 41°07'20" EAST 476.27 FEET;  
THENCE SOUTH 23°45'39" EAST 188.64 FEET;  
THENCE SOUTH 00°40'13" WEST 275.15 FEET;  
THENCE SOUTH 31°43'42" WEST 83.00 FEET;  
THENCE SOUTH 00°45'18" WEST 230.88 FEET;  
THENCE SOUTH 41°07'20" WEST 100.00 FEET TO SAID SOUTHEASTERLY LINE, AND TO THE POINT OF BEGINNING,  
CONTAINING 5.437 ACRES.



**CURVE TABLE**

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	36.47	20.00	104°28'38"	N 78°53'01" E	31.62'
C2	51.55	100.00	029°32'12"	N 11°52'36" E	50.98'
C3	28.69	223.00	007°22'17"	S 00°47'38" W	28.67'
C4	95.44	223.00	024°31'19"	S 16°44'26" W	94.71'
C5	82.03	223.00	021°04'34"	S 39°32'23" W	81.57'
C6	33.62	223.00	008°38'17"	S 54°23'48" W	33.59'
C7	14.63	20.00	041°53'56"	N 37°45'59" E	14.30'
C8	51.11	50.00	058°33'44"	S 46°05'52" W	48.91'
C9	91.88	50.00	105°17'29"	N 51°58'31" W	79.49'
C10	96.86	50.00	110°59'40"	N 56°10'03" E	82.41'
C11	19.71	20.00	056°27'30"	S 83°26'09" W	18.92'
C12	119.91	169.00	040°39'15"	S 34°52'46" W	117.41'
C13	51.45	169.00	017°26'39"	S 05°49'49" W	51.26'
C14	10.75	154.00	004°00'02"	N 00°53'30" W	10.75'
C15	89.81	154.00	033°24'48"	N 17°48'55" E	88.54'
C16	29.11	20.00	083°23'59"	S 07°10'40" E	26.61'
C17	239.78	223.00	061°36'27"	S 27°54'43" W	228.40'
C18	239.85	50.00	274°50'53"	N 25°45'33" W	67.66'
C19	171.37	169.00	058°05'55"	S 26°09'27" W	164.12'
C20	100.56	154.00	037°24'50"	N 15°48'54" E	98.78'
C21	82.93	127.00	037°24'50"	S 15°48'54" W	81.46'
C22	14.44	127.00	006°30'49"	S 37°46'44" W	14.43'
C23	11.98	196.00	003°30'07"	S 56°57'27" W	11.98'
C24	198.75	196.00	058°05'55"	S 26°09'27" W	190.34'

**LEGEND**

- PROPERTY LINE
- ADJACENT PROPERTY
- ROAD CENTERLINE
- SECTION LINE
- TIE TO MONUMENT
- EASEMENT LINE
- RECORD CALLS ( )
- 5/8" REBAR WITH ENTELLUS CAP, TO BE SET AT CORNER (UNLESS OTHERWISE NOTED)
- FOUND PROPERTY MARKER (AS NOTED)

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS STONE CREEK ESTATES SUBDIVISION PHASE 3, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ACKNOWLEDGEMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: \_\_\_\_\_  
RESIDENCE: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

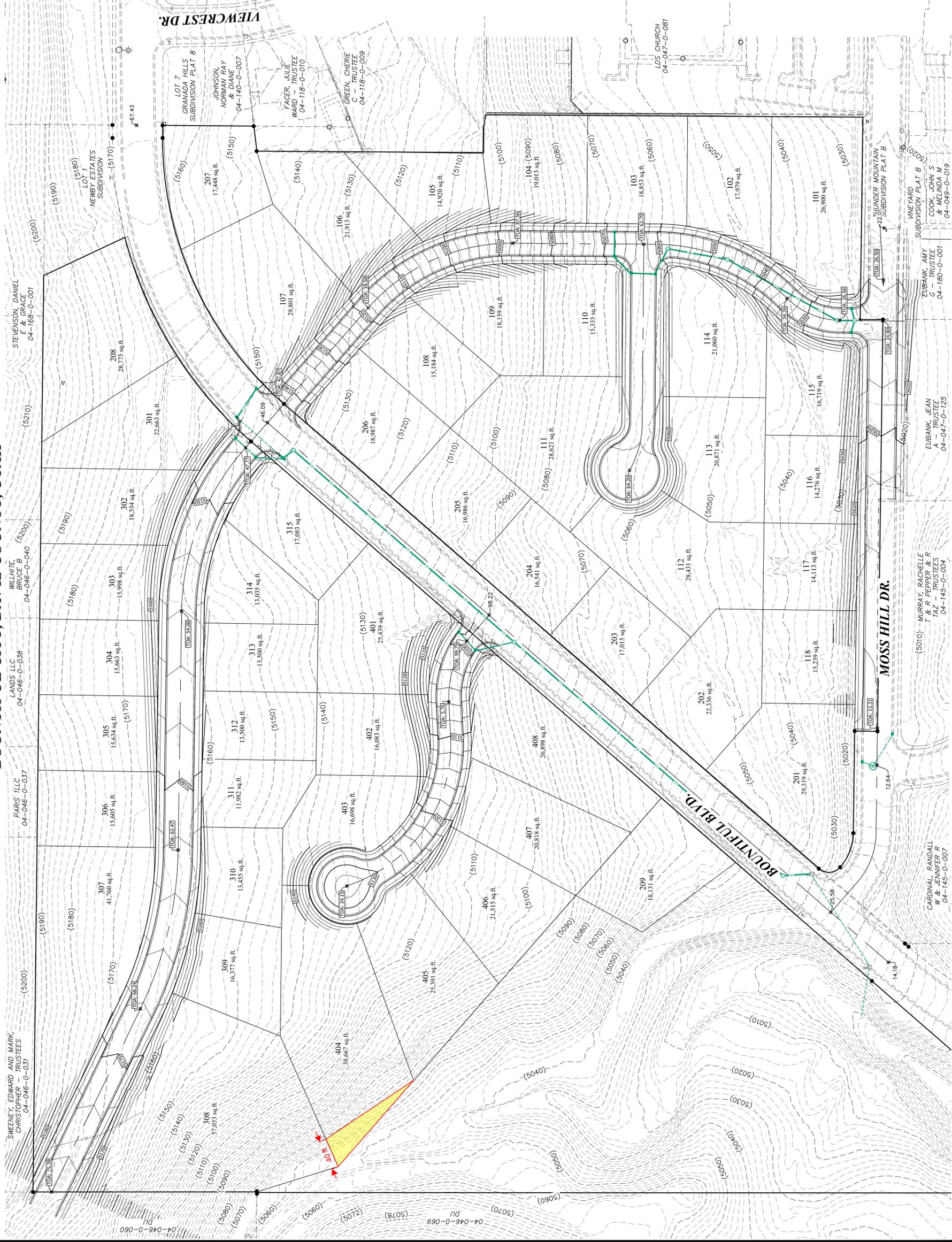
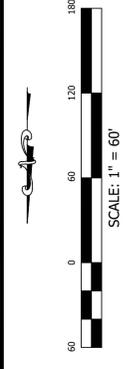
**GENERAL NOTES**

- ALL EASEMENTS SHOWN ARE TYPICAL 7.0' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
- P.U.E. DENOTES A PUBLIC UTILITY EASEMENT AND A DRAINAGE EASEMENT.

<p>181 North 200 West, Suite #4 Bountiful, Utah 84010 Phone 801-298-2236 Fax 801-298-5983 PROJECT #1402001 10/23/19 CWF</p>	<p><b>CITY COUNCIL'S APPROVAL</b></p> <p>PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH, ON THIS _____ DAY OF _____, 20____.</p> <p>CITY RECORDER ATTEST: _____ MAYOR: _____</p>	<p><b>CITY ENGINEER'S APPROVAL</b></p> <p>APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS _____ DAY OF _____, 20____.</p> <p>BOUNTIFUL CITY ENGINEER _____</p>	<p><b>PLANNING COMMISSION APPROVAL</b></p> <p>APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY, THIS _____ DAY OF _____, 20____.</p> <p>PLANNING DIRECTOR _____</p>	<p><b>CITY ATTORNEY'S APPROVAL</b></p> <p>APPROVED ON THIS _____ DAY OF _____, 20____.</p> <p>BOUNTIFUL CITY ATTORNEY _____</p>	<p><b>DAVIS COUNTY RECORDER</b></p> <p>ENTRY NO. _____ FEE PAID _____ FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____ AT _____ IN BOOK _____ OF _____ COUNTY RECORDER: _____ BY: _____ DEPUTY</p>
---	---	--	--	---	---

# STONE CREEK ESTATES SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 21, T.2N., R.1E., S.L.B.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH



## DRAINAGE CALCULATIONS

22-Aug-17

Area	sq.ft.	Acres	C
Building	0	0.00	0.85
Improvements	156,215	3.59	0.90
Landscape	1,002,523	23.01	0.15
<b>Total</b>	<b>1,158,738</b>	<b>26.60</b>	<b>0.25</b>

### 10 Year Detention Analysis

NDA Precipitation Frequency Data Server MO.918, W111.847

Allowable Runoff 0.20 cfs/acre

Time (min.)	I (in/hr)	Runoff (cfs)	Allowable Runoff (cfs/acre)	Storage (ft)
5	3.600	7,214	1,996	5,618
10	2.740	10,982	3,192	7,789
15	2.280	13,987	4,788	8,799
30	1.530	18,396	9,152	9,620
60	1.070	27,614	13,305	9,948
120	0.720	30,372	18,405	0
180	0.420	37,802	24,932	0
360	0.268	48,479	32,832	0
720	0.168	63,485	42,932	0
1440	0.110	63,485	42,932	0

Required Detention **8.920**

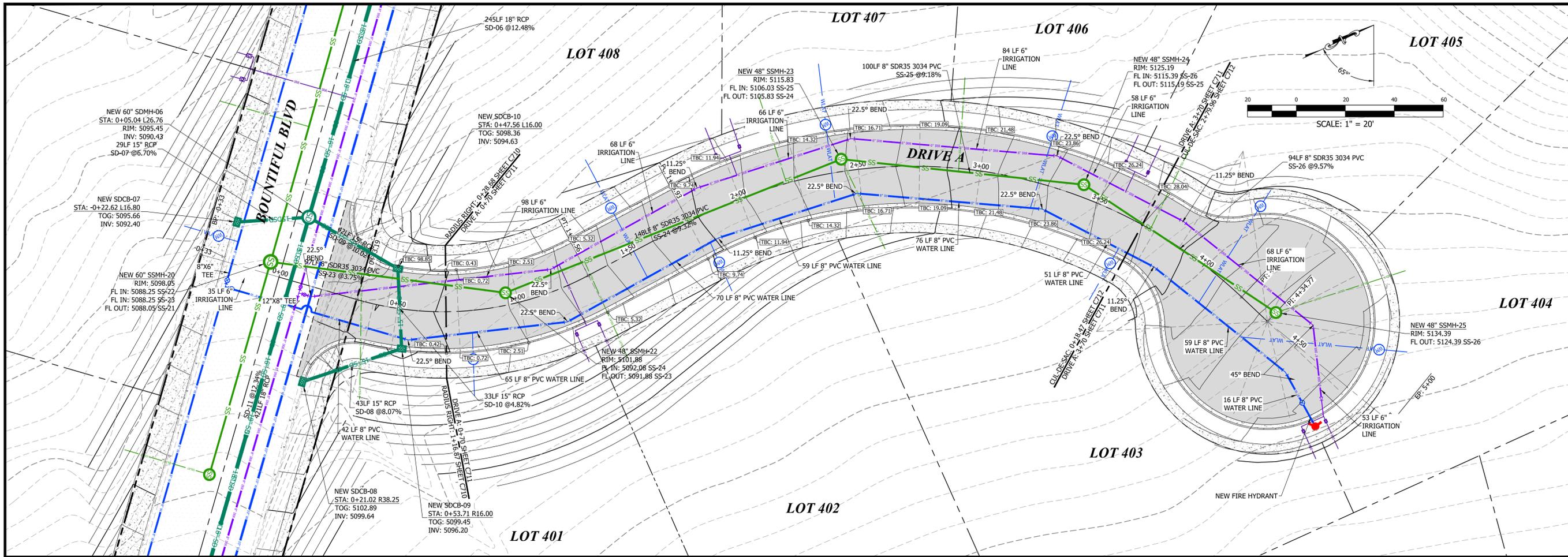
PRELIMINARY  
NOT FOR CONSTRUCTION

PRELIMINARY SUBDIVISION PLAT  
STONE CREEK ESTATES SUBDIVISION  
LOCATED IN THE SW 1/4 OF SECTION 21, T.2N., R.1E., S.L.B.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

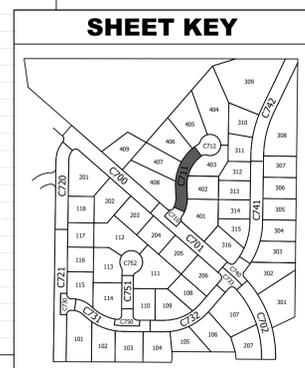
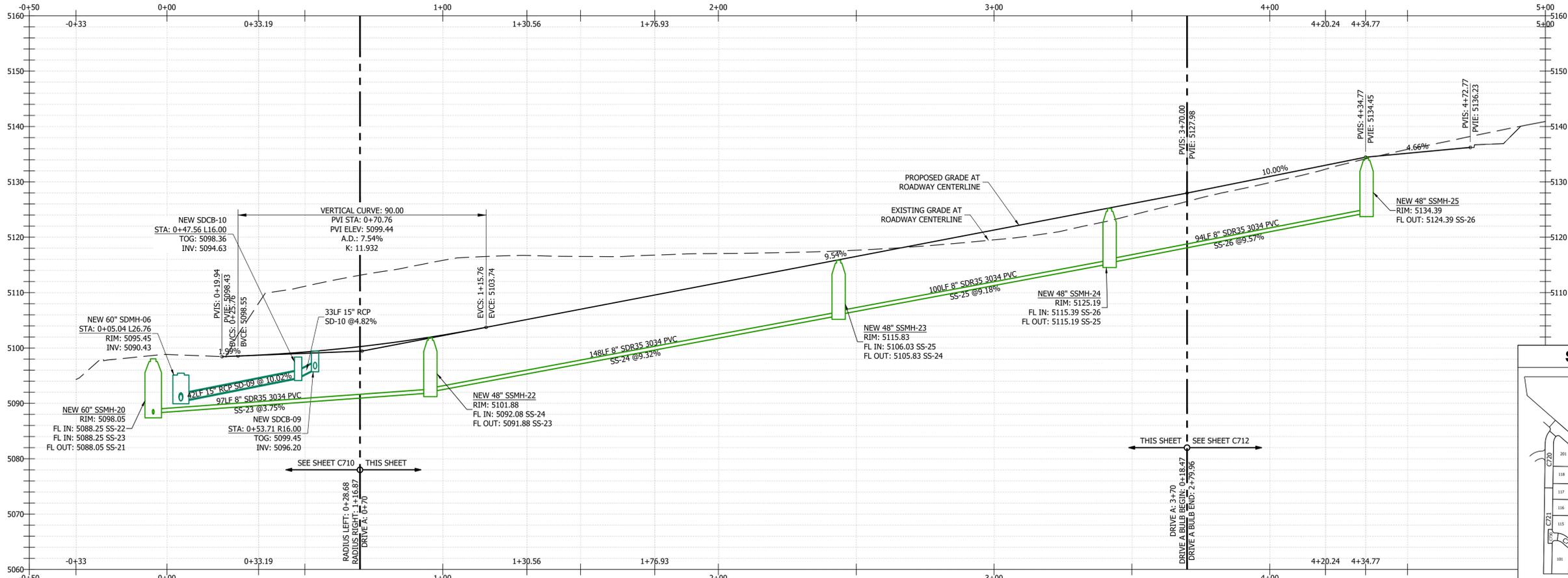
DATE:	07/10/2017
PROJECT:	1402001 Pre Plat.dwg
SYNOPSIS:	1402001
DATE:	07/10/2017
PROJECT:	1402001
SYNOPSIS:	1402001

181 North 200 West, Suite #4  
Bountiful, Utah 84010  
Phone 801-298-2236





### DRIVE A - STA: -0+50 to 5+00



181 North 200 West, Suite #4  
Bountiful, Utah 84010  
Phone 801-298-2236



**STONE CREEK ESTATES SUBDIVISION**  
RAINEY HOMES

BOUNTIFUL BOULEVARD AND MOSS HILL DRIVE  
LOCATED IN THE SW 1/4 OF SECTION 21, T.2N., R.1E., S.L.R.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: LKM 21 JUNE 2018  
APPROVED: STA 21 JUNE 2018  
PROJECT: 1402001  
1402001\_DESIGN.dwg

**C711**  
DRIVE A PLAN &  
PROFILE -0+50 TO 5+00



# City Council Staff Report

**Subject:** 2020 Construction Manager / General Contractor (CM/GC) Services Contract for Street Dept. Car Wash Replacement Project  
**Author:** Lloyd Cheney, City Engineer  
**Department:** Engineering, Streets  
**Date:** June 16, 2020



## **Background**

In April of this year, the City Council approved the contract for architectural services for the design of the building which will replace the existing car wash and storage building at the Public Works facility. The architect has been working diligently on the project, and it is the appropriate time to hire a general contractor to help review the concepts, provide construction estimates, conduct the advertising and bidding process, and oversee the actual construction work.

## **Analysis**

The Engineering Department prepared a Request for Proposals for CM/GC services for this project. Fourteen responses were received, many of which were from local companies or were from those with whom we are already acquainted. The selection process utilized the same procedure of evaluating the contractor qualifications first, followed by consideration of the fee proposals that has been used for the Water Treatment Plant project, construction of the Town Square, and the remodel of City Hall (and other projects). A committee of 5 staff members reviewed the proposals and three companies were selected from the group as best qualified for the project. The three selected were: Hogan Construction, Hughes Construction and Paulsen Construction. After reviewing the fees proposed by the contractors, the committee determined it would be in the best interest of the City to select Wadman Corporation. The comparison of fees included the conservative assumption that construction would take 9 months to complete. In this scenario, Wadman's proposal was the lowest cost. As a further test of the proposals, the construction timeframe was reduced to 6 months, and the fees reviewed a second time. Wadman's proposal was again the lowest cost.

Wadman Corporation is well known and highly qualified. To be honest, they are over qualified for this project. Their portfolio includes retail (Smith's Marketplace, Walgreens, WalMart), Government projects (libraries, offices and public works facilities), educational facilities, industrial projects, religious institutional projects, and projects for financial institutions. Engineering Department staff has contacted several of the references for Wadman and have received multiple positive comments regarding their abilities and qualifications.

## **Department Review**

This proposal has been reviewed by the Street Dept. Director and the City Engineer.

## **Significant Impacts**

The Street Department Capital Budget includes \$1,922,000 for construction of this project in the proposed budget for FY2020-2021. Other City Departments which will use the facility

(Power, Water, Storm Water and Sanitation) will also share in the allocation of construction costs.

**Recommendation**

I recommend that the Council accept the proposal of Wadman Corporation for Construction Manager / General Contractor services for the 2020 Street Department Car Wash Replacement Project at the rates submitted in their proposal.

**Attachments**

Fee Tabulation



Street Dept. Car Wash Building Replacement

**COST PROPOSAL SUMMARY**

Applicant	(A) Pre-Construction Fee		(B) Construction Management Fee		(C) Cost of Bonds		(D) Construction Supervision Cost		Total Fees <sup>1</sup>		Contractor Change Order Mark-up	Self Performed Work		6 Month Construction Period		
	NAME	Amount	Rank	Amount	Rank	Amount	Rank	Amount (\$/mo)	Rank	Amount		Rank	Labor & Material Markup	Labor Burden	Rank	Fee
Wadman	\$ 6,260.00	5	\$ 68,423.00	2	\$ 13,838.00	3	\$ 13,710.00	6	\$ 211,911.00	1	6%	6%	35%	1	\$ 170,781.00	Wadman
North Ridge	\$ 16,000.00	13	\$ 107,820.00	8	\$ 20,413.00	9	\$ 8,500.00	2	\$ 220,733.00	2	10%	6.5%	10%	2	\$ 178,250.00	SIRQ
SIRQ	\$ 1,950.00	1	\$ 72,000.00	3	\$ 18,500.00	7	\$ 14,300.00	7	\$ 221,150.00	3	4%	4%	49%	3	\$ 182,280.00	VDC
Hughes	\$ 7,500.00	7	\$ 95,000.00	7	\$ 12,850.00	1	\$ 12,500.00	5	\$ 227,850.00	4	10%	10%	40%	4	\$ 190,350.00	Hughes
VDC	\$ 18,000.00	14	\$ 53,910.00	1	\$ 17,970.00	6	\$ 15,400.00	10	\$ 228,480.00	5	10%	10%	10%	5	\$ 195,233.00	North Ridge
Paulsen	\$ 2,200.00	2	\$ 93,500.00	6	\$ 14,652.00	5	\$ 14,600.00	8	\$ 241,752.00	6	6%	5%	35%	6	\$ 196,800.00	Hogan
Hogan	\$ 15,000.00	12	\$ 75,000.00	4	\$ 13,800.00	2	\$ 15,500.00	11	\$ 243,300.00	7	5%	7%	35%	7	\$ 197,952.00	Paulsen
City Creek	\$ 6,000.00	4	\$ 120,000.00	11	\$ 22,500.00	10	\$ 12,000.00	4	\$ 256,500.00	8	8%	9%	50%	8	\$ 220,500.00	City Creek
Gramoll	\$ 10,000.00	9	\$ 116,000.00	10	\$ 14,500.00	4	\$ 14,600.00	9	\$ 271,900.00	9	5%	0%	0%	9	\$ 228,100.00	Gramoll
JLR	\$ 10,000.00	10	\$ 143,760.00	13	\$ 35,940.00	13	\$ 10,800.00	3	\$ 286,900.00	10	12%	10%	65%	10	\$ 253,215.00	Bonneville
Crescent	\$ 8,100.00	8	\$ 179,022.00	14	\$ 38,172.00	14	\$ 8,250.00	1	\$ 299,544.00	11	10%	10%	20%	11	\$ 254,500.00	JLR
Bonneville	\$ 12,000.00	11	\$ 89,850.00	5	\$ 26,955.00	11	\$ 20,735.00	13	\$ 315,420.00	12	8%	10%	50%	12	\$ 258,400.00	Entelen
Entelen	\$ 6,500.00	6	\$ 110,000.00	9	\$ 18,900.00	8	\$ 20,500.00	12	\$ 319,900.00	13	7.5%	10%	25%	13	\$ 274,794.00	Crescent
North Face	\$ 5,000.00	3	\$ 135,000.00	12	\$ 29,455.00	12	\$ 30,000.00	14	\$ 439,455.00	14	10%	10%	30%	14	\$ 349,455.00	North Face

NOTES:

1. Total Fees include monthly construction supervision cost based on 9 month construction schedule (Sept.'20-May '21)