### **BOUNTIFUL CITY COUNCIL MEETING**

### TUESDAY, April 12, 2016

### Work Session – 6:00 p.m.

### Regular Meeting - 7:00 p.m.

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

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

#### **AGENDA**

6:00 p.m. - Work Session

1.	Independent Auditor selection – Mr. Tyson Beck	p. 45
2.	Downtown Plan discussion – Mr. Gary Hill	
7:00 p.	.m. Regular Session	
	Welcome, Pledge of Allegiance and Thought/Prayer	
2.	Approve minutes of previous meetings – March 15, 2016	p. 3
3.	Youth Council report	_
4.	Council Reports	
5.	Consider approval of:	
	a. Weekly expenditures > \$1,000 paid March 7, 14, 21 & 28, 2016	p. 7
	b. Monthly financial report – February 2016	p. 13
6.	Legislative session recap – Rep. Ray Ward	
7.		
8.	Consider approval of the purchase of computer network equipment from NetWize in the amount of \$34,756.22 – I	
	West	p. 21
9.	Consider approval of Resolution 2016-02 amending the Bountiful Policies and Procedures Manual concerning trav	
	tuition reimbursement – Mr. Russell Mahan	p. 25
10	. Consider approval of Ordinance 2016-03 concerning construction change orders and sidewalk cash deposits – Mr.	
	Mahan	p. 29
11	. Consider approval of documents in connection with the Intermountain Power Project conversion to natural gas: - N	
	Johnson	p. 33
	a. Renewal Offer Letter and Acceptance of the new Purchaser Generation Entitlement Share	
	b. Resolution 2016-03. Approval of, and authorization to execute and deliver, the renewal offer documents	
	c. Resolution 2016-04. Approval of, and authorization to execute and deliver, the agreement for the sale of	renewal
10	excess power	C
12	Consider approval of the proposal for an independent auditor from Keddington & Christensen, LLC in the amount	
10	\$166,000 covering the audits for fiscal years 2016 through 2020 – Mr. Tyson Beck	p. 45
13	. Consider approval of awarding a contract to stucco the public safety building to T.J. Construction in the amount of	
1.4	Chief Tom Ross	p. 49
14	. Consider approval of the purchase of a Mack 10-wheel dump truck from Mountain West Truck Center and a plow hydraulics package from Semi Service in the total amount of \$189,839.52 – Mr. Gary Blowers	•
15	. Consider approval of St. Olaf's Single Event Permit for May 14, 2016 – Mr. Chad Wilkinson	p. 51
	. Consider approval of the preliminary and final site plan for a mixed use commercial/residential development at 50	p. 53
10	South, Ron Robinson, applicant – Mr. Chad Wilkinson	p. 57
17	. Consider preliminary approval of the Pages Hollow Townhomes PUD – Mr. Paul Rowland	p. 57 p. 61
	. Adjourn to a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss t	
10	character and/or competency of an individual(s) (Utah Code §52-4-205).	IIC .
	character and or competency of an marvidual(s) (Otali Code 852-4-205).	

Andwall Andrey
City Recorder

1		Minutes of the									
2		BOUNTIFU	JL CITY COUNCIL								
3			5, 2016 – 6:00 p.m.								
4			<b>r</b> .								
5	Present:	Mayor	Randy Lewis								
6		Councilmembers	Kendalyn Harris, Richard Higginson, John Marc Knight,								
7			John Pitt								
8		City Manager	Gary Hill								
9		Asst. City Manager	Galen Rasmussen								
10		City Engineer	Paul Rowland								
11		City Attorney	Russell Mahan								
12		City Planner	Chad Wilkinson								
13											
14	Departmen	t Directors/Staff:									
15		Police	Chief Tom Ross								
16		Parks	Brock Hill								
17		Asst. City Engineer	Lloyd Cheney								
18		Power	Allen Johnson								
19		Recording Secretary	Nikki Dandurand								
20											
21		Centerville Mayor	Paul Cutler								
22											
23	Excused:	Councilmember	Beth Holbrook								
24											
25	Offic	ial Notice of the City Council M	eeting was given by posting an Agenda at City Hall and								

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

#### <u>Work Session – 6:00 p.m.</u> <u>Planning Commission Room</u>

Chief Ross made a brief announcement regarding a citizen academy for the Mayor, council members and department heads to participate in. All in attendance agreed on May 4, 2016 as the designated day.

#### RAP TAX ALLOCATION - MR. GARY HILL

Mr. Gary Hill presented to the Council a brief history, timeline and breakdown of the prior RAP tax allocations and use. Council members discussed the various funding methods for particular organizations and budget issues for them. Centerville Mayor Paul Cutler and CenterPoint Legacy Theatre Executive Director Jansen Davis both commented regarding the initial RAP tax allocations that provided for the theatre. Mayor Lewis stated that he would like to continue the discussion with the outline and more specific questions given in advance, and would also like to continue support of the theater.

#### **DOWNTOWN OPEN HOUSE - MR. GARY HILL**

Mr. Hill announced the open house again for the redevelopment of the Stoker School and City Hall properties on March 23, 2016 from 5:30-7:30 p.m. The Council and Mayor suggested ideas such as displaying a timeline for the project, involving the Historical Society and having comment cards available.

1 2

## Regular Meeting – 7:02 p.m. City Council Chambers

Mayor Lewis called the meeting to order at 7:02 p.m. and welcomed those in attendance. Richard Watson led the Pledge of Allegiance; Rev. Dr. Ginger Memmott from Lakeview Hospital, gave a prayer.

#### APPROVAL OF MINUTES

Minutes of the February 23, 2016 meeting were presented. Councilwoman Harris made a motion to approve the minutes, and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye".

#### YOUTH COUNCIL REPORT

No report was made.

#### **COUNCIL REPORTS**

Councilwoman Harris mentioned the Youth Council Easter Egg Hunt which is this Saturday, March 19<sup>th</sup>. Councilman Pitt invited everyone to attend the Stoker School and City Hall properties open house on Wednesday, March 23, 2016.

## CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID FEBRUARY 22 & 29, 2016 AND THE MONTHLY FINANCIAL REPORT FOR JANUARY 2016

Mayor Lewis presented the weekly expenditure summary paid on February 22, 2016, for \$174,014.57 and February 29, 2016, for \$318,469.47. Councilman Pitt moved to approve the expenditures as presented, and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye". Councilwoman Harris moved to approve the monthly financial report as presented, and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye".

#### <u>COMMUNITY SERVICE COUNCIL REPORT – MR. RICHARD WATSON</u>

Mr. Watson asked the Council to refer to his handout for upcoming events and continued with an overview of the Community Service Council, its impact in the community and the many events it sponsors. Mr. Watson would like to start implementing a volunteer program, so other organizations can contact them for help and also to recognize those that go above and beyond to help others. The Council and the Mayor all agreed that the volunteers need to be recognized for their time and effort.

## APPOINTMENT OF ALLEN JOHNSON AS CITY'S IPA REPRESENTATIVE – MAYOR LEWIS

Mayor Lewis presented Allen Johnson for approval as Bountiful City's representative for IPA. Councilman Knight made a motion to approve the appointment, and Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye". Fred Moss was present during this agenda item.

# <u>PUBLIC HEARING – CONSIDER APPROVAL OF ORDINANCE 2016-02 AMENDING THE BOUNTIFUL CITY ZONING MAP FROM R-4 AND R-3 TO R-1 FOR PROPERTIES ADDRESSED 12 & 24 WEST 3300 SOUTH AND 12 & 22 EAST 3100 SOUTH – MR. CHAD WILKINSON</u>

 Mr. Wilkinson stated that the original zone change was initiated in July 2015. This amendment would allow four of the applicants to change from R-3 to R-1, which is consistent with the 2009 General Plan. The Planning Commission recommends the approvals.

Open: 7:32 p.m.

**Tony Ivins** – **22 E. 3100 S. -** requested the moratorium be put back into place, tried to purchase other surrounding properties to keep an open space, would like to keep usable land

Closed: 7:37 p.m.

Councilman Higginson made a motion to approve Ordinance 2016-02, and Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye". Mr. Gary Hill addressed the Val Verda area moratorium issue and stated that with the zoning change, there is no further benefit to impose another one. Mr. Ivins, Mr. Wilkinson and the Council discussed additional ways of communicating with the residents of that area and any additional concerns. Mayor Lewis was pleased with the overall process and outcome.

## CONSIDER APPROVAL OF A CONSTRUCTION CONTRACT FOR THE REPLACEMENT OF THE ZESIGER WELL HOUSE – MR. LLOYD CHENEY

Mr. Cheney stated the bid process opened today and closed with three bids, Corrio Construction being the low bid. The project will be completed in 90 days per the contract. Councilwoman Harris made a motion to approve the contract, and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye".

## CONSIDER APPROVAL OF THE PURCHASE OF CAPACITOR BANKS FROM CONTROLLIX COPORATION IN THE AMOUNT OF \$67,649 – MR. ALLEN JOHNSON

Mr. Johnson stated the last two items on the agenda are the final items needed to complete the project. This particular piece of equipment will match the existing components being used. Councilman Knight made a motion to approve the purchase, and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting "aye".

#### CONSIDER APPROVAL OF THE PURCHASE OF OKONITE 1100 URD POWER CABLE

FROM CODALE ELECTRIC SUPPLY IN THE AMOUNT OF \$69,695 – MR. ALLEN

**JOHNSON** 

1	Mr. Johnson stated this company provides a 40-year warranty with this equipment for the
2	price and is still within budget. Councilman Higginson moved to approve purchase, and Councilman
3	Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight
4	and Pitt voting "aye".
5	
6	Councilman Pitt made a motion to close the regular session and adjourn. Councilman
7	Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
8	Knight and Pitt voting "aye". The regular meeting of City Council was adjourned at 8:07 p.m.
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17	Mayor Randy Lewis
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26	City Recorder Shawna Andrus
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**Subject:** Expenditures for Invoices > \$1,000.00 paid

March 7, 14, 21 & 28, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance **Date:** April 5, 2016



#### **Background**

This report is prepared following the weekly accounts payable run. It includes payments for all expense invoices equaling or exceeding \$1,000.00. Payments affecting only revenue or balance sheet accounts are not included. Such payments include those to acquire additions to inventories, the remittance of payroll withholdings and taxes, and performance bond refunds. Expenses for salaries and wages and utility deposit and credit balance refunds are 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 and approve the attached expenditures.

#### **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid March 7, 14, 21 & 28, 2016.

## Expenditure Report for Invoices >\$1,000.00 Paid March 7, 2016

VENDOR	VENDOR NAME	<b>DEPARTMENT</b>	<u>ACCOUNT</u>		<u> </u>	MOUNT	CHECK NO	INVOICE	DESCRIPTION
7365	AM SIGNAL, INC	Police	10.4210.445100.	Public Safety Supplies	\$	3,265.00	188354	M20734	BATTERY POWER RADAR SIGN
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C		1,253.75	188356	67563	PATCHING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution		3,485.20	188357	57Q58216	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution		4,048.18	188357	57Q58316	TREE TRIMMING
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale		1,638.93	188372	926596481	HATS
1707	CLEVELAND GOLF/SRIXO	Golf Course	55.5500.448240.	Items Purchased - Resale		1,193.55	188379	4646524 SO	GOLF BALLS
7366	DXP ENTERPRISES, INC	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub		1,873.71	188392	8558002	SW SUB PUMP
2144	FATPOT TECHNOLOGIES	Police	10.4210.425000.	Equip Supplies & Maint		62,000.00	188396	FPINV14876	ANNUAL SOFTWARE MAINTENANCE & LICENSE FEE
5310	FLEETPRIDE	Streets	10.4410.425000.	Equip Supplies & Maint		2,639.54	188398	75292051	BRAKE PARTS #2459
4979	GOVCONNECTION, INC.	Computer Maintenance	61.6100.429300.	Computer Hardware		1,959.42	188403	53534740	120GB 250GB 500GB SSD DRIVES
5798	LOGAN, SIMPSON DESIGN	Redevelopment Agency	73.7300.431000.	Profess & Tech Services		3,900.00	188435	18474	PROFESSIONAL SERVICES THROUGH 01/26/16
3195	MOUNTAIN STATES SUPPLY	Water	51.5100.448000.	Operating Supplies		1,021.70	188441	S101722525.001	PARTS
3280	NEWMAN TRAFFIC SIGNS	Streets	10.4410.441300.	Street Signs		2,048.00	188446	TI-0295146	STREET SIGNS
3303	NIKE USA, INC.	Golf Course	55.5500.448240.	Items Purchased - Resale		1,152.00	188447	983220648	GOLF BALLS
3303	NIKE USA, INC.	Golf Course	55.5500.448240.	Items Purchased - Resale		2,325.59	188447	983244627	SHOES
3577	PROTECTIVE EQUIPMENT	Light & Power	53.5300.445201.	Safety Equipment		8,138.00	188455	52173	TEST LINE TOOLS
5281	QUESTAR GAS COMPANY	Sanitation	58.5800.427000.	Utilities		1,137.08	188459	03032016C	ACCT #2893910000
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities		1,188.96	188459	03032016B	ACCT #2493910000
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities		1,328.57	188459	03032016D	ACCT #3893910000
5281	QUESTAR GAS COMPANY	Water	51.5100.427000.	Utilities		1,766.05	188459	03032016	ACCT #9591363682
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities		2,263.10	188459	03022016C	ACCT #3401140000
4016	SPRINT	Police	10.4210.428000.	Telephone Expense		1,298.61	188473	456251837-067	ACCT #456251837
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		1,103.77	188477	901982996	MENS WEAR
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		1,802.77	188477	901982995	GLOVES
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		4,108.06	188477	901982985	SHOES
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		8,610.13	188477	902002062	GOLF BALLS
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint		9,331.89	188479	240158	FUEL
5442	TRAVISMATHEW, LLC	Golf Course	55.5500.448240.	Items Purchased - Resale		1,580.86	188482	3137931	MENS WEAR
4330	US BANK TRUST N.A.	Debt Service	30.4710.484000.	Paying Agents Fees		1,600.00	188486	4168538	ADMINISTRATION FEES
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint		1,948.05	188497	9760946569	ACCT #771440923-00001
4460	VLCM	Information Technology	10.4136.425000.	Equip Supplies & Maint		2,120.00	188498	490795	FORTIGATE FIREWALL SUPPORT
4533	WEBER BASIN WATER CO	Water	51.5100.461400.	Purchase Of Water		6,871.77	188500	43030-IN	BALANCE ON ANNUAL WATER CHARGES
4535	WEBER RIVER WATER US	Light & Power	53.5300.448627.	Echo Hyrdo	\$	4,250.75	188501	12-1456	2015 NATURAL GAS
				TOTAL:	\$ 1	154,252.99			

## Expenditure Report for Invoices >\$1,000.00 Paid March 14, 2016

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT			AMOUNT	CHECK NO	INVOICE	DESCRIPTION
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale	\$	2,728.32	188514	926593607	GOLF BALLS
1555	CALLAWAY GOLF	Golf Course	55.5500.448240.	Items Purchased - Resale		3,400.74	188514	926593736	GOLF CLUBS
1602	CDW GOVERNMENT, INC.	Treasury	10.4143.429300.	Computer Hardware		1,310.76	188517	CJN1143	DOCUMENT SCANNER
1602	CDW GOVERNMENT, INC.	Information Technology	10.4136.425000.	Equip Supplies & Maint		12,975.54	188518	CJX7845	WINDOWS SERVER 2012 & SQL SERVER 2014 LICENSES
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.448632.	Distribution		2,125.00	188523	S5613972.001	WIRE PUT ON NEW REELS
1821	CRSA, INC.	Redevelopment Agency	73.7300.426100.	Special Projects		3,000.00	188526	16-006-2	FEBRUARY 2016 PROFESSIONAL SERVICES
2271	GEAR FOR SPORTS, INC	Golf Course	55.5500.448240.	Items Purchased - Resale		1,294.68	188542	41103175	MENS WEAR
4979	GOVCONNECTION, INC.	Computer Maintenance	61.6100.429300.	Computer Hardware		1,295.10	188543	53564436	IPAD PRO TABLET-POWER DEPT
2523	HONNEN EQUIPMENT COM	Streets	10.4410.425000.	Equip Supplies & Maint		1,232.97	188552	742020	CYLINDER FOR BACK HOE
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse		1,775.00	188557	SLC03160194	MARCH 2016 CLEANING
3271	NETWIZE	Information Technology	10.4136.431000.	Profess & Tech Services		1,200.00	188569	28390	CONFIGURE SCADA NETWORK-POWER PLANT
3541	PRECISION CONCRETE	Streets	10.4410.473400.	Concrete Repairs		47,017.50	188580	15337	CONCRETE CUTTING
3572	PROFESSIONAL CLEANING	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint		2,400.00	188581	1603	MARCH 2016 OFFICE CLEANING SERVICE
5538	S.V.C.I. SPECIALTY	Police	10.4210.445100.	Public Safety Supplies		1,150.00	188587	1419	BREACH & BANG POLE PACKAGE
4051	STATE OF UTAH	Water	51.5100.431000.	Profess & Tech Services		1,298.65	188599	6L000000001296	LAB FEES
4143	TAYLOR MADE-ADIDAS	Golf Course	55.5500.448240.	Items Purchased - Resale		1,082.78	188601	31436249	LADIES WEAR
4143	TAYLOR MADE-ADIDAS	Golf Course	55.5500.448240.	Items Purchased - Resale		2,072.65	188601	31430484	MENS WEAR
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies		1,890.00	188602	1383025	CHLORINE
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies		3,199.18	188602	1383112	CHLORINE
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		1,055.81	188604	902033501	HATS
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale		1,560.60	188604	902027520	GOLF BAGS
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint		2,305.44	188605	240626	OIL,FLOOR DRY
4307	UNITED SERVICE & SALES	Parks	45.4510.474500.	Machinery & Equipment		4,184.00	188608	S42858	BROOM FOR MOWER
4469	VRIENS TRUCK PARTS	Streets	10.4410.425000.	Equip Supplies & Maint		1,750.00	188617	11194	USED COMPUTER FOR TRANSPORT TRUCK #2272
5224	WATCH GUARD VIDEO	Police	10.4210.445100.	Public Safety Supplies		10,115.00	188619	BCMINV0001813	WEARABLE CAMERAS
4567	WESTERN REFUSE & REC	Streets	10.4410.425000.	Equip Supplies & Maint	_	4,737.76	188622	141936	FULL EJECT CYLINDER
				TOTAL:	\$	118,157.48			

## Expenditure Report for Invoices >\$1,000.00 Paid March 21, 2016

VENDOR	<b>VENDOR NAME</b>	DEPARTMENT	ACCOUNT		<b>AMOUNT</b>	CHECK NO	INVOICE	<b>DESCRIPTION</b>
7428	3SI SECURITY SYSTEMS	Police	10.4210.445100.	Public Safety Supplies	\$ 1,741.00	188653	425958	NEW SECURITY EQUIPMENT
7425	ALCOPRO, INC	Liquor Control	10.4218.445100.	Public Safety Supplies	3,047.00	188657	191821-IN	DUI FLASHLIGHTS
6907	ANIXTER POWER SOLUTIONS	Light & Power	53.5300.448632.	Distribution	1,079.90	188660	3132885-00	150W HPS LAMPS, 5/16 DE AUTOMATICS
6907	ANIXTER POWER SOLUTIONS	Light & Power	53.5300.448632.	Distribution	1,154.00	188660	3118453-00	PHOTO CELLS, MINI WEDGES
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	188661	58F57116	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	188661	58F57016	TREE TRIMMING
1360	BIG-D CONSTRUCTION	Light & Power	53.5300.472100.	Buildings	30,226.46	188664	43961	BOUNTIFUL LIGHT & POWER OFFICE REMODEL PAYMENT #7
1507	BURT BROTHERS TIRE	Water	51.5100.425000.	Equip Supplies & Maint	1,196.58	188672	3-138277	TIRES
1540	CACHE VALLEY ELECTRIC	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	330,000.00	188674	12-175182	SW SUBSTATION REBUILD
7427	HOWELL, TAMARA	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	5,000.00	188692	03172016	SIDEWALK SETTLEMENT
7222	KAY RILEY AND SONS	Legislative	45.4110.472100.	Buildings	1,342.00	188705	28921	CARPET
6096	LINKSOUL	Golf Course	55.5500.448240.	Items Purchased - Resale	1,832.30	188708	16047	MENS WEAR
6273	MASTER BRANDS, INC	Light & Power	53.5300.445202.	Uniforms	4,678.60	188710	49131	FR CLOTHING
6330	MGB+A INC	Parks	45.4510.473100.	Improv Other Than Bldgs	28,127.50	188711	2016-029	MILLCREEK PARK BOUNTIFUL
3303	NIKE USA, INC.	Golf Course	55.5500.448240.	Items Purchased - Resale	2,877.33	188717	984154880	MENS/LADIES WEAR
5553	PURCELL TIRE AND SERVICE	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,440.10	188728	2836136	STEER TIRES FOR SANITATION
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448613.	Plant	2,412.94	188729	03022016D	ACCT #1067495449
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611.	Natural Gas	9,947.92	188729	03032016F	ACCT #6056810000
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	2,052.07	188746	902080856	GOLF CLUBS
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	2,828.20	188746	902080858	GOLF CLUBS
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	10,871.20	188747	240713	FUEL
5000	U.S. BANK CORPORATE	Water	51.5100.423000.	Travel & Training	1,113.88	188749	03102016MS	TRAVEL-ST GEORGE,USU CONFERENCE
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423000.	Travel & Training	1,395.74	188749	03102016AJ	TRAVEL-WASH DC,SAFETY AWARDS,PHONE CHARGER,SYLIS
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,015.08	188755	9761322685	ACCT #371517689-00001
				TOTAL:	\$ 456,451.56	<u> </u>		

#### Expenditure Report for Invoices >\$1,000.00 Paid March 28, 2016

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT			AMOUNT	CHECK NO	INVOICE	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$	31,513.14	188761	02292016	FEBRUARY 2016 RECYCLING FEES
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C		2,262.71	188764	67971	PATCHING
5017	CENTERVILLE CITY CORP	RAP Tax	83.8300.475300.	Interlocal Payment-Centerville		30,495.17	188773	03242016	MONTHLY RAP TAX
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense		3,556.32	188774	03222016	ACCT #801-578-0401 452B
1669	CIBER, INC.	Information Technology	10.4136.429300.	Computer Hardware		2,104.10	188776	4-915392	IBM HARDWARE MAINTENANCE
5026	GLOBAL SURVEILLANCE	Liquor Control	10.4218.445100.	Public Safety Supplies		1,781.00	188792	GS-11924	UPGRADE DUI ROOM CAMERAS
2523	HONNEN EQUIPMENT COM	Water	51.5100.474500.	Machinery & Equipment		97,033.00	188795	744707	410L BACKHOE LOADER 1T0410LXEGF293809
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423000.	Travel & Training		2,406.66	188799	03252016	TRAVEL REIMBURSE-APPA LEGISLATIVE RALLY WASH DC
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000.	Equip Supplies & Maint		13,827.13	188801	254830	FUEL
2987	M.C. GREEN & SONS INC	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint		9,751.00	188811	3221	MOBILIZATION, SAW CUT CONCRETE, DEWATERING, RESTORE
2987	M.C. GREEN & SONS INC	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint		10,249.00	188811	3224	INSTALL,PIPE,MANHOLE,SD BOX @ CITY DUMP
3112	MIDWEST COMMERCIAL	Light & Power	53.5300.472100.	Buildings		3,932.69	188813	18177	TOWER WORKSTATION
3155	MOORE ELECTRONICS	Police	10.4210.445100.	Public Safety Supplies		2,785.00	188814	10965	DICTATE LICENSE/SOFTWARE
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint		1,656.26	188816	\$101742554.001	FLANGE BOLT PACK, TAPPING SLEEVE
3293	NICKERSON CO INC	Water	51.5100.431000.	Profess & Tech Services		1,000.00	188820	J17402	START UP OF CALDER WELL
6148	PLANT, CHRISTENSEN	Liability Insurance	63.6300.431000.	Profess & Tech Services		2,035.45	188827	51614	LEGAL SERVICES
3539	PRAXAIR DISTRIBUTION	Water	51.5100.448000.	Operating Supplies		1,917.00	188830	54946181	PLASMA CUTTER
3773	ROSS EQUIPMENT CO INC	Streets	10.4410.425000.	Equip Supplies & Maint		1,813.14	188838	107740	INTAKE RELIEF
4033	STANTEC CONSULTING	Light & Power	53.5300.448613.	Plant		2,663.54	188845	1024995	TITLE V UPDATE
4051	STATE OF UTAH	Light & Power	53.5300.448628.	Pineview Hydro		2,324.87	188848	03222016	2016 WATER FEES
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies		2,314.80	188853	1384088	CHLORINE
5000	U.S. BANK CORPORATE	Police	10.4210.425500.	Terminal Maint & Queries		1,296.09	188855	03102016DE	GIFT CARDS,RADIO CHARGERS,TABLET,CONSOLE PARTS
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training		1,560.57	188855	03102016EB	SUPERVISOR APPRECIATION, HOTEL, ANNUAL CHIEFS CONF
5000	U.S. BANK CORPORATE	Legislative	10.4110.461750.	Employee Wellness & Recognit'n		1,897.11	188855	03102016SC	EMPLOYEE AWARDS BANQUET, TRAVEL, TELEPHONE
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training		5,791.97	188855	03102016GH	TRAVEL-WASH DC,LONGEVITY AWARDS
5000	U.S. BANK CORPORATE	Legislative	10.4110.461000.	Miscellaneous Expense		7,635.56	188855	03102016GH	TRAVEL-WASH DC,LONGEVITY AWARDS
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP		1,406.83	188857	03252016	MARCH 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan		170,356.15	188857	03252016	MARCH 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP		352,620.21	188857	03252016	MARCH 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)		421,798.35	188857	03252016	MARCH 2016 PAYMENT FOR POWER RESOURCES
				TOTAL:	\$ 1	,191,784.82			

**Subject:** Expenditures for Invoices > \$1,000.00 paid

March 7, 14, 21 & 28, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance **Date:** April 5, 2016



#### **Background**

This report is prepared following the weekly accounts payable run. It includes payments for all expense invoices equaling or exceeding \$1,000.00. Payments affecting only revenue or balance sheet accounts are not included. Such payments include those to acquire additions to inventories, the remittance of payroll withholdings and taxes, and performance bond refunds. Expenses for salaries and wages and utility deposit and credit balance refunds are 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**

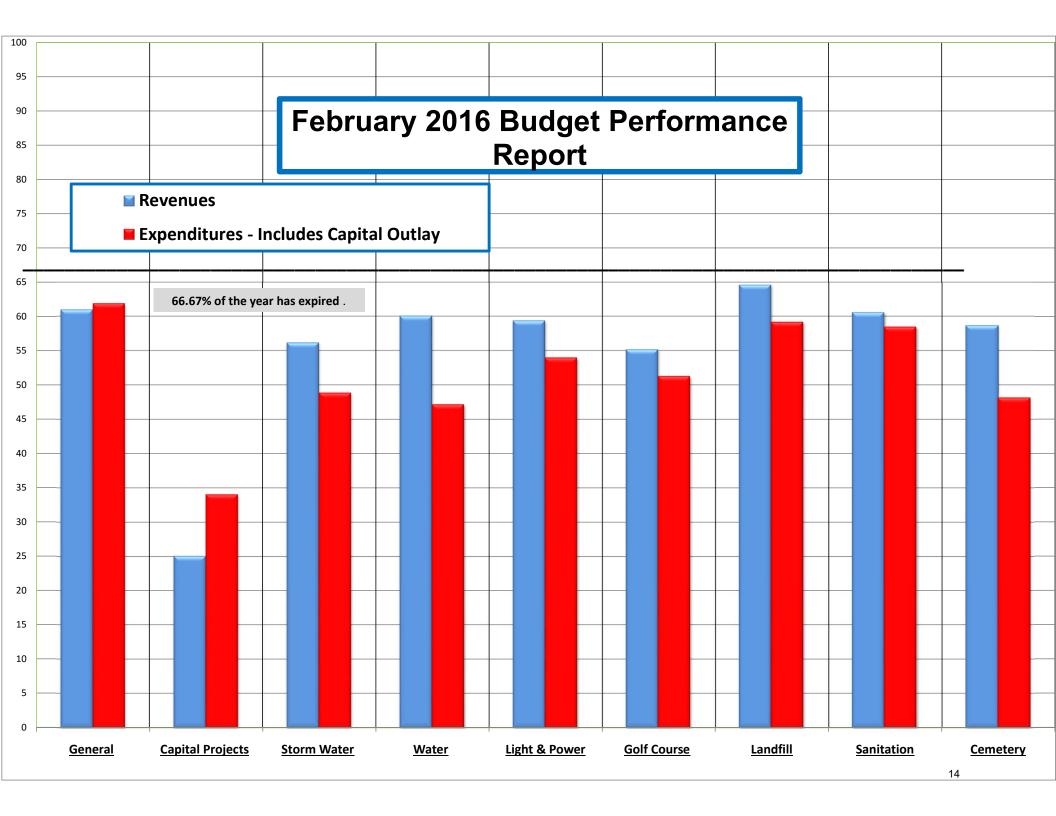
None

#### **Recommendation**

Council should review and approve the attached expenditures.

#### **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid March 7, 14, 21 & 28, 2016.





|City of Bountiful, UT |FEBRUARY 2016 YTD REVENUE REPORT-FY 2016 P 1 |glytdbud

#### FOR 2016 08

#### JOURNAL DETAIL 2016 1 TO 2016 13

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND 30 DEBT SERVICE 44 MUNICIPAL BUILDING AUTHORI 45 CAPITAL IMPROVEMENT 48 RECYCLING 49 STORM WATER 51 WATER 53 LIGHT & POWER 55 GOLF COURSE 57 LANDFILL 58 SANITATION 59 CEMETERY 61 COMPUTER MAINTENANCE 63 LIABILITY INSURANCE 64 WORKERS' COMP INSURANCE 72 RDA REVOLVING LOAN FUND 73 REDEVELOPMENT AGENCY 74 CEMETERY PERPETUAL CARE 78 LANDFILL TRUST 83 RAP TAX 92 OPEB TRUST 99 INVESTMENT	ITY	-17,388,305 -267,400 -720,598 -4,476,588 -378,013 -1,250,464 -5,055,876	-17,388,305 -267,400 -720,598 -4,476,588 -378,013 -1,250,464 -5,055,876 -33,914,591	-10,608,931.56	-1,429,493.45 -246.92 -542.49 -230,389.16 -31,693.56 -100,248.91 -352,486.63 -2,606,659.27 -10,270.07 -87,651.57 -90,486.77 -40,255.02 -32.89 -2,583.47 -19,780.66 -89,736.94 -3,690.07 -4,461.43 -504.43 -59,476.41 -911.60 6,149.30	.00 .00 .00 .00 .00	-6,779,373.44 -265,606.84 -511,366.02 -3,348,795.06 -158,020.97 -547,870.08 -2,017,621.05 -13,785,286.30 -454,944.61 -411,446.39 -257,164.37 -20,927.64 -186,515.77 -163,299.31 -476,543.02 -1,610,117.47 49,526.65 3,675.82 -189,227.32 7,304.56 -143,095.09	0SED 61.0% .7% 29.02% 58.22% 56.22% 60.1% 59.42% 64.66% 58.7% 64.66% 65.33% 21.3% 100.0% 58.1% 100.0%
GR	RAND TOTAL	-72,842,708	-72,842,708	-40,842,533.68	-5,155,452.42	.00	-32,000,174.32	56.1%

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



City of Bountiful, UT FEBRUARY 2016 YTD EXPENSE REPORT-FY 2016

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FOR 2016 08

#### JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4100 Non-Departmental 4110 Legislative 4120 Legal 4130 Executive 4134 Human Resources 4136 Information Technology 4140 Finance 4143 Treasury 4160 Government Buildings 4210 Police 4215 Reserve Officers 4216 Crossing Guards 4217 PROS 4218 Liquor Control 4219 Enhanced 911 4220 Fire 4410 Streets 4450 Engineering 4510 Parks 4610 Planning  TOTAL GENERAL FUND	-808,500 725,736 357,076 275,542 189,901 504,732 598,236 586,837 122,136 5,868,204 44,881 143,648 301,432 48,395 595,000 2,058,000 3,153,258 780,218 809,501 233,820	-808,500 725,736 357,076 275,542 189,901 504,732 598,236 586,837 122,136 5,868,204 44,881 143,648 301,432 48,395 595,000 2,058,000 3,153,258 780,218 809,501 233,820	.00 377,065.38 213,323.73 131,009.64 75,632.09 240,440.76 264,748.43 170,991.12 73,948.44 3,502,432.82 12,303.15 84,234.22 198,703.68 16,192.21 419,346.48 1,542,511.70 1,965,296.28 352,465.00 500,255.09 126,693.90	.00 46,229.98 23,546.32 14,126.62 6,949.63 42,109.69 26,620.10 10,609.70 8,898.41 420,596.14 657.38 13,849.37 29,940.64 2,561.44 47,871.41 .00 276,671.34 42,641.61 -31,121.91 16,606.74	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	-808,500.00 348,670.62 143,752.27 144,532.36 114,268.91 264,291.24 333,487.57 415,845.88 48,187.56 2,365,771.18 32,577.85 59,413.78 102,728.32 32,202.79 175,653.52 515,488.30 1,187,961.72 427,753.00 309,245.91 107,126.10	.00%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%%
30 DEBT SERVICE							
4710 Debt Sevice		269,900	11,492.65	2,836.00	.00	258,407.35	4.3%
TOTAL DEBT SERVICE	269,900	269,900	11,492.65	2,836.00	.00	258,407.35	4.3%
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	927,202	927,202	.00	.00	.00	927,202.00	.0%
TOTAL MUNICIPAL BUILDING AUTHORIT	927,202	927,202	.00	.00	.00	927,202.00	.0%
45 CAPITAL IMPROVEMENT							



City of Bountiful, UT FEBRUARY 2016 YTD EXPENSE REPORT-FY 2016

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#### JOURNAL DETAIL 2016 1 TO 2016 13

45 CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110 Legislative 4136 Information Technology 4140 Finance 4160 Government Buildings 4210 Police 4410 Streets 4510 Parks	550,000 65,000 20,000 35,000 540,000 2,134,588 1,184,000	550,000 65,000 20,000 35,000 540,000 2,134,588 1,184,000	35,806.10 3,937.50 19,059.00 34,199.82 202,737.24 1,121,362.45 129,271.41	21,712.10 .00 .00 .00 15,495.24 .00 94,505.30	.00 .00 .00 .00 .00	514,193.90 61,062.50 941.00 800.18 337,262.76 1,013,225.55 1,054,728.59	6.5% 6.1% 95.3% 97.7% 37.5% 52.5% 10.9%
TOTAL CAPITAL IMPROVEMENT	4,528,588	4,528,588	1,546,373.52	131,712.64	.00	2,982,214.48	34.1%
48 RECYCLING							
4800 Recycling	377,780	377,780	219,476.92	31,805.17	.00	158,303.08	58.1%
TOTAL RECYCLING	377,780	377,780	219,476.92	31,805.17	.00	158,303.08	58.1%
49 STORM WATER							
4900 Storm Water	1,541,487	1,541,487	754,531.36	51,131.83	.00	786,955.64	48.9%
TOTAL STORM WATER	1,541,487	1,541,487	754,531.36	51,131.83	.00	786,955.64	48.9%
51 WATER							
5100 Water	5,433,735	5,433,735	2,566,921.63	234,805.92	.00	2,866,813.37	47.2%
TOTAL WATER	5,433,735	5,433,735	2,566,921.63	234,805.92	.00	2,866,813.37	47.2%
53 LIGHT & POWER							
5300 Light & Power	34,240,060	34,240,060	18,491,813.59	2,182,414.99	.00	15,748,246.41	54.0%
TOTAL LIGHT & POWER	34,240,060	34,240,060	18,491,813.59	2,182,414.99	.00	15,748,246.41	54.0%
55 GOLF COURSE							



City of Bountiful, UT FEBRUARY 2016 YTD EXPENSE REPORT-FY 2016 P 3 glytdbud

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#### JOURNAL DETAIL 2016 1 TO 2016 13

55 GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500 Golf Course	1,764,441	1,764,441	905,524.95	50,593.63	.00	858,916.05	51.3%
TOTAL GOLF COURSE	1,764,441	1,764,441	905,524.95	50,593.63	.00	858,916.05	51.3%
57 LANDFILL							
5700 Landfill	1,125,394	1,125,394	666,589.56	58,260.49	.00	458,804.44	59.2%
TOTAL LANDFILL	1,125,394	1,125,394	666,589.56	58,260.49	.00	458,804.44	59.2%
58 SANITATION							
5800 Sanitation	1,181,644	1,181,644	691,483.80	50,070.27	.00	490,160.20	58.5%
TOTAL SANITATION	1,181,644	1,181,644	691,483.80	50,070.27	.00	490,160.20	58.5%
59 CEMETERY							
5900 Cemetery	622,677	622,677	300,107.65	79,049.44	.00	322,569.35	48.2%
TOTAL CEMETERY	622,677	622,677	300,107.65	79,049.44	.00	322,569.35	48.2%
61 COMPUTER MAINTENANCE							
6100 Computer Maintenance	38,263	38,263	12,075.33	3,024.75	.00	26,187.67	31.6%
TOTAL COMPUTER MAINTENANCE	38,263	38,263	12,075.33	3,024.75	.00	26,187.67	31.6%
63 LIABILITY INSURANCE							
6300 Liability Insurance	541,343	541,343	434,026.58	10,725.17	.00	107,316.42	80.2%
TOTAL LIABILITY INSURANCE	541,343	541,343	434,026.58	10,725.17	.00	107,316.42	80.2%
64 WORKERS' COMP INSURANCE							



City of Bountiful, UT FEBRUARY 2016 YTD EXPENSE REPORT-FY 2016

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64 WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400 Workers' Comp Insurance	329,252	329,252	116,773.80	13,035.52	.00	212,478.20	35.5%
TOTAL WORKERS' COMP INSURANCE	329,252	329,252	116,773.80	13,035.52	.00	212,478.20	35.5%
72 RDA REVOLVING LOAN FUND							
7200 RDA Revolving Loans	1,019,321	1,019,321	40,000.00	.00	.00	979,321.00	3.9%
TOTAL RDA REVOLVING LOAN FUND	1,019,321	1,019,321	40,000.00	.00	.00	979,321.00	3.9%
73 REDEVELOPMENT AGENCY							
7300 Redevelopment Agency	2,119,111	2,119,111	94,964.96	12,478.99	.00	2,024,146.04	4.5%
TOTAL REDEVELOPMENT AGENCY	2,119,111	2,119,111	94,964.96	12,478.99	.00	2,024,146.04	4.5%
83 RAP TAX							
8300 RAP Tax	451,600	451,600	243,860.56	84,585.95	.00	207,739.44	54.0%
TOTAL RAP TAX	451,600	451,600	243,860.56	84,585.95	.00	207,739.44	54.0%
92 OPEB TRUST							
9200 OPEB Trust	0	0	59,385.03	5,814.25	.00	-59,385.03	100.0%
TOTAL OPEB TRUST	0	0	59,385.03	5,814.25	.00	-59,385.03	100.0%
GRAND TOTAL	73,099,851	73,099,851	37,422,996.01	4,001,709.62	.00	35,676,854.99	51.2%
				_			

<sup>\*\*</sup> END OF REPORT - Generated by Tyson Beck \*\*

**Subject:** Purchase of 10GB Network Switches

**Author:** Alan West

**Department:** Information Technology

**Date:** April 12, 2016



#### **Background**

The Information Technology department manages all network and communications equipment. Over the years we have seen some amazing technological advances. Our network speeds have gone from "Token Ring" at 4 Mbps (megabytes per second) to "Ethernet" at 1 Gbps (8000 times faster than 4 Mb Token Ring). We are now seeing 10 Gb and 100 Gb (100 Gb = 26,750 times faster than our original 4 Mb switches).

#### **Analysis**

Currently our fastest network switches are 1 Gb... and most are several years old. Because of increasing demands on the network, we need to increase the capacity of our "network backbone" to 10 Gb. Some of these demands include:

- Increasing data storage requirements (Police videos, scanned documents, etc.)
- Data redundancy and disaster recovery
- Failover capability for our fiber network

The proposals received are as follows:

- \$34,756.22 NetWize Information Technology Consulting & Services
- \$42,126.14 CDW-G
- \$42,397.78 GovConnection

#### **Department Review**

This report has been reviewed by the I.T. Director and the City Attorney

#### **Significant Impacts**

- We budgeted \$40,000 to update network equipment this fiscal year
- Network speeds and security will be improved, impacting all departments

#### **Recommendation**

The Information Technology Department recommends that City Council approve the purchase of network equipment based on the attached quote from NetWize in the amount of \$34,756.22.

#### **Attachments**

• NetWize quote (Sales tax was included. The amount above does *not* include Sales Tax.)



QUOTE

Number

NWZQ13879

**Date** 

Mar 11, 2016

702 West Confluence Avenue Salt Lake City, Utah 84123 801-747-3200

#### Prepared for

Bountiful City Corporation Alan West 790 South 100 East Bountiful, UT 84010 United States

Phone (801) 298-6213

#### Salesperson

Stelios Antonopoulos ants@netwize.net 801-747-1663

Line	Qty	Description	Unit Price	Ext. Price
1	1	Brocade 10G-SFPP-LR-8 SFP+ Transceiver - 1 x 10GBase-LR10 Gbit/s	\$8,709.82	\$8,709.82
2	4	Brocade SFP+ Copper Cable - SFP+ Network - 3.28ft	\$79.00	\$316.00
3	4	Brocade 10 Gbps USR SFP+ Optical Transceiver - 1 x 10GBase-USR10.30 Gbit/s	\$394.98	\$1,579.92
4	4	Brocade Second Power Supply (non PoE) - 250 W	\$263.33	\$1,053.32
5	2	Brocade Rack Mount for Network Switch	\$44.77	\$89.54
6	2	Brocade Essential Direct Support Remote Support - 3 Year - Service - 24 x 7 - Technical - Electronic Service	\$865.28	\$1,730.56
7	4	Brocade ICX 7450 4-port 1/10 GbE 10GBASE-T Copper Module - For Data Networking 4 RJ-45 10GBase-T Network LAN - Twisted Pair10 Gigabit Ethernet - 10GBase-T - 10 Gbit/s	\$631.98	\$2,527.92
8	2	Brocade ICX 7450 4-port 1/10 GbE SFP/SFP+ Module (for Stacking or Uplinks) - For Data Networking, Optical Network 4 10GBase-X Network Uplink - Optical Fiber10 Gigabit Ethernet - 10GBase-X - 10 Gbit/s	\$526.65	\$1,053.30
9	4	Brocade ICX 7450/6610 Front-to-back Airflow Fan	\$131.65	\$526.60
10	2	Brocade ICX 7450-48 Layer 3 Switch - 48 Ports - Manageable - Stack Port - 1000Base-T - Uplink Port - Modular - 48 x Network - Twisted Pair, Optical Fiber - Gigabit Ethernet - 3 Layer Supported - Power Supply - Redundant Power Supply - 1U High - Rack-mountable	\$2,788.60	\$5,577.20

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY, ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

ine	Qty	Description	Unit Price	Ext. Price
11	2	Brocade ICX 7250 Switch - 48 Ports - Manageable - Stack Port - 10 x Expansion Slots - 10/100/1000Base-TX, 10GBase-X - Uplink Port - Modular - 48 x Network, 10 x Expansion Slot - Optical Fiber, Twisted Pair - Gigabit Ethernet, 10 Gigabit Ethernet - 10 x SFP+ Slots - 3 Layer Supported - Power Supply - 1U High - Rack-mountableLifetime Limited Warranty	\$2,791.25	\$5,582.50
12	4	Brocade 3 Years Essential REM Support	\$400.68	\$1,602.72
13	2	Brocade S/W ICX7250 2X10+6X1 TO 8X10 Uplink Stacking	\$518.13	\$1,036.26
14	2	Brocade ICX 7250-24P Layer 3 Switch - 24 Ports - Manageable - Stack Port - 8 x Expansion Slots - 10/100/1000Base-TX, 10GBase-X - Uplink Port - Modular - 24 x Network, 8 x Expansion Slot - Optical Fiber, Twisted Pair - Gigabit	\$1,685.28	\$3,370.56
The second secon		Ethernet, 10 Gigabit Ethernet - 8 x SFP+ Slots - 3 Layer Supported - Power Supply - 1U High - Rack-mountableLifetime Limited Warranty		
			SubTotal	\$34,756.22
			Tax	\$2,450.31
			Shipping	\$0.00
			Total	\$37,206.53

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY, ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

03/11/16 14:26:09 Page 2 of 2

**Subject: Omnibus Policies Resolution** 

**Author: Russell Mahan Department: City Attorney** 

Date: April 12, 2016



#### **Background**

This policies resolution has two unrelated items for consideration. One involves revising the policy for reimbursement for travel and training, and the other revises the Education Allowance provision into a Tuition Reimbursement Program.

#### **Analysis**

The travel reimbursement policy was prepared by Tyson Beck and Gary Hill. It updates the previous employee travel policy to include: additional clarification on how travel costs are to be reimbursed, an increase to the adopted per diem rate to fully cover employee costs, and assurance that the City's policy is in compliance with Internal Revenue Service standards over employee travel.

The tuition reimbursement policy was prepared by Shannon Cottam with input from Gary Hill and Tom Ross. It establishes an application process through Human Resources with Department Head approval, sets out eligibility requirements, requires evidence of a minimum C grade, and establishes a fiscal year cap of \$2,500 per employee.

#### **Department Review**

This staff report was prepared by the City Attorney.

#### **Significant Impacts**

These policies clarify how travel and tuition reimbursement are governed.

#### **Recommendation**

It is recommended that the City Council approve Resolution No. 2016-02.

#### **Attachments**

Resolution 2016-02.



### **BOUNTIFUL**

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginso
Beth Holbrook
John Marc Knigh

CITY MANAGER Gary R. Hill

#### BOUNTIFUL CITY COUNCIL RESOLUTION NO. 2016-02

## A RESOLUTION REVISING THE BOUNTIFUL CITY PERSONNEL POLICIES AND PROCEDURES MANUAL WITH RESPECT TO TRAVEL & TRAINING AND THE TUITION REIMBURSEMENT PROGRAM.

IT IS THE FINDING OF THE BOUNTIFUL CITY COUNCIL that the Council is empowered and authorized to establish personnel policies by resolution (§10-3-717 of the Utah Code).

#### THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BOUNTIFUL, UTAH:

**SECTION 1.** Section 421 of the Bountiful City Personnel Policies and Procedures Manual is hereby repealed and reenacted as follows:

#### 421. Travel and Training.

It is sometimes necessary for employees to travel or receive training in order to fulfill their work responsibilities. All business travel and training must be approved in advance by the Department Head. Whenever travel or training is required, the City will pay for reasonable expenses incurred. Examples of expenses normally paid or reimbursed include transportation, meals, lodging, parking fees, toll fees, and limited incidental expenses.

Before leaving on business travel, employees should provide their Department Head with itinerary and information including: the business purpose of travel, travel location, the number of travel days, and the number of miles to be driven (if applicable). Employee expenses will be advanced, paid, or reimbursed when properly documented.

Employee lodging is to be reimbursed or advanced based on the actual expenses incurred. The City will pay costs up to the standard room rate associated with the conference hotels.

City travel costs associated with the use of a personal vehicle, meals, and incidental expenses can be reimbursed or advanced under either of the following methods:

- 1) <u>Actual Expenses</u>: Costs can be reimbursed or advanced based on actual expenses incurred when proper backup is provided (i.e. receipts, invoices, etc.). All travel costs must have proof to be reimbursed and any advanced costs that do not have proper backup must be returned to the City within a reasonable period of time upon completion of travel.
- 2) <u>Per Diem</u>: Costs can be reimbursed or advanced using per diem and standard mileage rates (if applicable). Actual expense backup is not required. All advances in excess of actual expenses incurred must be returned to the City within a reasonable period of time

upon completion of travel.

The City's per diem and incidental expense rates are \$35.00 for the first and last days of travel, and \$50.00 for all other days. Should the economy in the area of the meeting dictate more than the stated allowances, the full cost of meals may be allowed providing receipts submitted verify the greater amount.

When employees are required to use their personal vehicle for business travel, vehicle expenses will be compensated using the Internal Revenue Service's per-mile standard mileage rate updated annually. Employees receiving a vehicle allowance may be reimbursed for extraordinary vehicle travel (e.g. travel outside a 50-mile radius).

Employees traveling on City business are representatives of the City and are expected to maintain a high level of professionalism and to follow all of the City's policies and rules.

**SECTION 2.** Section 311(f) (Education Allowance) of the Bountiful City Personnel Policies and Procedures Manual is hereby repealed and reenacted as the Tuition Reimbursement Program as follows:

## 311. Benefits (f) Tuition Reimbursement Program

The City encourages employees to continually update and increase their level of education. To further this policy the City may give financial assistance, separate from the training budget, to full-time employees enrolled in the City-approved Tuition Reimbursement Program to improve performance and skills in their current position or career path with the City.

**Maximum Benefit.** All employees in the City program are eligible to receive 50% reimbursement of tuition, fees and books related to coursework for an accredited program, with a cap of \$2,500 per fiscal year. Tuition reimbursement is based upon the total out-of-pocket cost to the employee. The City may also reimburse fees for educational conferences, seminars and programs related to coursework. Such fees would contribute to the employee's annual cap. Employees receiving aid from the City program must report any scholarships and grants received for tuition, fees and books related to coursework. The City Council may at any time rescind the tuition reimbursement program.

**Eligibility Requirements.** To qualify for the City tuition reimbursement program, interested employees must meet the specified eligibility requirements, fill out the program application and receive Department Head approval. Eligibility requirements must include:

1.) Full-time status and 2.) Not currently on disciplinary action or while enrolled in the program

**Application Process.** Program applications for the upcoming fiscal year must be submitted with the Department Head signature to the Human Resources Department before

March 1 of the current fiscal year. Applications will be reviewed to ensure eligibility requirements are met and that the educational program of choice is relative to an employee's current position or career path with the City. Final decisions of employee acceptance into the City program are determined before April 1 of the current fiscal year. Employees in the City program must re-apply for the upcoming fiscal year. If excess budget becomes available within the City Tuition Reimbursement Program during the fiscal year (for reasons, such as an employee withdrawing from the program) the Department may open applications mid-fiscal year on a first-come, first-serve basis, at the discretion of the City Manager.

**Program Requirements.** At the end of each semester, employees in the program must provide evidence of a minimum "C" grade average to their Department Head to be forwarded to Human Resources, and must maintain all Eligibility Requirements.

**Reimbursement.** Employees will receive reimbursement at the end of each semester after receipts and grades are submitted to the Department Head and forwarded to Human Resources. Reimbursement is subject to the City eligibility and program requirements.

**Service Requirements.** Employees must remain employed with the City following completion of coursework for at least 1 year, regardless of whether or not the employee has completed the degree/program. If service requirements are not met, the employee must re-pay tuition, fees and books to the City for coursework from the previous 12 months. Upon termination, whether voluntary or involuntary, within the respective 1-year service requirements, the City may deduct all tuition, books and fees paid by the City within the previous twelve months from any pay check. The employee must immediately pay the City any deficiency if the full amount owed is not paid by deduction from any pay check.

**SECTION 3.** If any part of these policies is found to be invalid for any reason, the remainder shall remain in full force and effect.

**SECTION 4.** This resolution shall take effect immediately.

Adopted this 12th day of April, 2016.

	BOUNTIFUL CITT:
ATTEST:	RANDY C. LEWIS, MAYOR
SHAWNA ANDRUS, CITY RECORDER	

DOUNTIEU CITY.

Subject: Omnibus Ordinance Author: Russell Mahan Department: City Attorney

Date: April 12, 2016



#### **Background**

This ordinance has two unrelated items for consideration. One involves establishing guidance for handling change orders on contracts after they are awarded, and the other clarifies the purpose and use of sidewalk deposits during construction.

#### **Analysis**

The nature of construction work is that even though plans are well made there are sometimes change orders that occur. The City Code does not currently have any provision for handling such situations. This proposed amendment requires that the City Council must approve a change order if the cost is 10% of the original bid price or greater and exceeds \$50,000 on construction contracts or \$20,000 on other projects or contracts. Change orders below those amounts can be approved by the City Manager.

When there is construction work on a site that already has an existing sidewalk (usually in house construction or remodeling), cash deposits are required to protect against damage to the public sidewalk. This amendment clarifies that the deposits can be used to repair sidewalks damaged during construction or within a year afterward, but are not to be used for damage that pre-dates the construction project.

#### **Department Review**

This staff report was prepared by the City Attorney.

#### **Significant Impacts**

This ordinance clarifies how construction change orders and sidewalk cash deposits are to be handled.

#### **Recommendation**

It is recommended that the City Council approve Ordinance No. 2016-03.

#### **Attachments**

Ordinance 2016-03.

### **BOUNTIFUL**



City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt

CITY MANAGER Gary R. Hill

## BOUNTIFUL CITY ORDINANCE NO. 2016-03

An Ordinance amending the Bountiful City Code with respect to Bid Award Change Orders and to Sidewalk Bonds on Construction Projects.

It is the finding of the Bountiful City Council that the City Council is authorized by Utah Code Section 10-8-84 to pass all ordinances and regulations as are necessary and proper to provide for the safety of, and preserve the health, good order and convenience of the City and its inhabitants.

Now, Therefore, it is Hereby Ordained by the City Council of Bountiful, Utah, as follows:

**SECTION 1.** THE Bountiful City Code is hereby amended to add subsection (c) to Section 2-5-102 as follows:

#### Title 2 Administration and City Government Chapter 5 Procurement

#### **2-5-102. Purchases**

(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 <u>and</u> 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.

**SECTION 2.** THE Bountiful City Code is hereby amended to repeal the previous version and to adopt Section 2-5-102 as follows:

Title 4 Building Regulations Chapter 5 Miscellaneous Provisions

4-5-102. Street Damage - Cash Deposit.

#### (a) Deposit Requirement.

In order to guarantee the replacement of street, sidewalk, driveway approach, curb and gutter improvements along the frontage of the property where a building permit is issued, and on adjacent properties, before construction begins the permittee shall deposit a cash sum with the City in the amount set by the Bountiful City Council. Other deposit amounts may be required

in the reasonable discretion of the City Engineer upon a finding that an unusual situation exists and that a different amount is appropriate. This deposit requirement applies to residential, multifamily, institutional and commercial properties and uses, and to permits issued for new construction, remodeling of or additions to existing structures, and to new outbuildings (garages, sheds, etc.). To verify the condition of the street improvements prior to construction, the permittee shall submit to the City Engineer photographs or video showing the improvements and any condition issues in such detail as to verify any preexisting problems.

#### (b) Inspection and Deposits in New Construction.

- (1) In building permits granted for new construction the deposit described in paragraph (a) shall be held by the City for a period of 12 months after the construction is granted final approval. At the end of the 12 months, the City will inspect these items for damage. Any improvements which are in a condition of damage, whether that damage occurred during construction or in the 12 months after construction, and regardless of the cause, shall be repaired or replaced as necessary by the property owner, in accordance with the city ordinances and specifications. If the 12 months have passed but the inspection or reinspection cannot be conducted because of weather conditions such as snow, the deposit shall continue to be held until the weather permits an inspection to take place. Upon passing inspection or reinspection, the cash deposit will be returned to the current owner of the property.
- (2) If the improvement repairs required by the City Engineer are not completed within three months after notice to the property owner of the inspection described in paragraph (b) and a description of the repairs needed, the City may make, or have made, the repairs necessary, and may use part or all of the deposit necessary to pay the costs of those repairs. Any amount remaining shall be refunded to the property owner, plus accrued interest as provided by law. Any deficiency unpaid by the deposit is the responsibility of the property owner, which may, if necessary, be collected by the City from the property owner by civil action.

#### (c) Inspection and Deposits for Remodeling and Additions.

In building permits granted for remodeling of existing buildings, additions, outbuildings, etc., when all other site improvements, including landscaping, have been installed, the provisions of subsection (b) apply. However, the sidewalk deposit shall not be held for 12 months after completion.

- **SECTION 3. IMPLEMENTATION.** Bountiful City staff is authorized and directed to take the actions necessary to implement this ordinance.
- **SECTION 4. SEVERABILITY.** If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.
- **SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect immediately upon first publication.

### Adopted this 12th day of April, 2016.

	BOUNTIFUL CITY:	
	Randy C. Lewis, Mayor	
Attest:		
Shawna Andrus, City Recorder	<del></del>	

**Subject:** IPP Power Sales Contract

Author: Allen Ray Johnson

Department: Light & Power

Date: April 12, 2016



#### **Background**

We have discussed in previous City Council meetings the fact that the Intermountain Power Project (IPP), administered by the Intermountain Power Agency (IPA), is converting from coal to natural gas to produce electricity. IPP is losing its California power purchasers in 2027 for all coal-generated electricity, but they are willing to continue as customers for natural gas-fired power. The solution, then, is to convert the IPP to a natural gas facility. On October 23, 2012, the City Council approved two of the necessary agreements, known as the Second Amendatory Power Sales Contract and the Fourth Amendment to the IPA Organization Agreement.

On March 16, 2016, all of the thirty-five purchasers have approved and signed the necessary Amendatory Contracts and they are now in effect. There are three more contracts that we need to sign and return to IPA before May 25, 2016. The first contract is the Acceptance Letter, which needs to be signed by all Purchasers who wish to remain in the project after 2027 at the termination of the existing Power Sales Contract. The second is the Renewal Power Sales Contract. The third is the Excess Power Agreement.

#### **Analysis**

Bountiful City is currently a part owner of the IPP project and our share of the electrical power output has been used by the City as well as being laid off or reserved for possible future use (and until needed sold to California purchasers). It is an important element of the City's power planning.

The existing plant was rated at 1,800 megawatts with the Cities share at 30 MW. The new gas fired plant is proposed to be built at a smaller 1,200 MWs, so we will only see approximately 20 MWs for Bountiful. The Excess Power contract allows us to lay off the entire output from the plant to the California purchasers with a one-year call back provision. This allows us to keep this power available should the City need or require the power in the future. We may have an option to pick up additional orphan shares if other Utah Purchasers choose not to continue with the project after 2027.

The Staff and the Power Commission recommend approving up to the existing 30 MWs of the current contract.

#### **Department Review**

The Power Department Staff, City Attorney, and the City Manager have reviewed these contracts.

#### **Significant Impacts**

Bountiful City has a share of 30 megawatts and has at times used up to 20 of that, which availability will be lost if the IPP contracts end shuts in 2027. The ability to have 20 MW or more in reserve is a major benefit to the City and the continued operation of the Power Department.

#### Recommendation

The Power Commission and Staff recommend that authorize the Mayor to sign the acceptance letter for the maximum amount allowed, sign the Renewal Power Sales Contract, and sign the Excess Power Agreement.

#### **Attachments**

- 1. Renewal Offer letter and Acceptance. Letter to Mayor Lewis dated March18, 2016, from IPA with the ability to accept the new Purchaser Generation Entitlement Share.
- 2. Resolution 2016-03. Approval of, and authorization to execute and deliver, the renewal offer documents. This allows the Mayor to sign for the maximum percentage up to 30 MW for the new gas fired plant.
- 3. Resolution 2016-04. Approval of, and authorization to execute and deliver, agreement for sale of renewal excess power. This allows us to take the renewal power and sell the excess power to the California purchasers until the City needs to power.



March 18, 2016

Re: Renewal Offer Letter

Mayor Randy C. Lewis 986 South 800 East Bountiful, UT 84010

Dear Mayor Lewis:

The Power Sales Contract, dated September 28, 1978, by Intermountain Power Agency ("IPA") with City of Bountiful (the "Purchaser"), as heretofore amended, including the amendments by the Second Amendatory Power Sales Contract, and the other Power Sales Contracts by IPA, as so amended, with other utilities (collectively including Purchaser's Power Sales Contract, the "Original Power Sales Contracts") provide for participation by Purchaser and such other utilities (collectively including Purchaser, the "Original Purchasers") in the Intermountain Power Project (the "Project"). Under Section 33 of the Original Power Sales Contracts IPA agrees to offer (the "Renewal Offer") to Purchaser and such other Original Purchasers renewal of their participation in the rights and benefits of the Project from and after the expiration on June 15, 2027 (or such later date of termination of the Original Power Sales Contracts that occurs pursuant to Section 26.1 thereof).

This Offer Letter and the terms of the completed form of Offer Acceptance (the "Offer Acceptance") and the terms of the form of the Renewal Power Sales Contract (the "Renewal Power Sales Contract"), including the form of Agreement for Sale of Renewal Excess Power (the "Excess Renewal Power Sales Agreement") included as Appendix D to the Renewal Power Sales Contract, which accompany this Offer Letter constitute the initial offer (the "First Round Offer") by IPA under its Renewal Offer. Such renewal of participation in the Project will be under and pursuant to the Renewal Power Sales Contracts to be entered into by IPA with the Original Purchasers that provide Offer Acceptances of the First Round Offer.

Initially capitalized terms used in this Offer Letter and in the Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Letter and the Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

First Round Offer: IPA hereby offers to Purchaser participation, commencing on June 16, 2027 (or such later date following termination of the Original Power Sales Contract that occurs pursuant to Section 26.1 thereof), in the rights and benefits of the Project in proportion to Purchaser's Original Purchaser Entitlements. Purchaser may accept this First Round Offer, in whole or in part, by completing and executing the Offer Acceptance accompanying this Offer Letter. Purchaser should set forth in the space provided in the Offer Acceptance (i) the Generation Entitlement Share that is accepted by Purchaser which may be equal to (but not exceed) its Generation Entitlement Share under its Original Power Sales Contract or may be a

specified portion of such Generation Entitlement Share, (ii) the Generation Cost Share accepted by Purchaser which shall be the same percentage as the Generation Entitlement Share set forth pursuant to (i) above, and (iii) Purchaser's Point of Delivery (consistent with Section 9.9 of the Renewal Power Sales Contract). Purchaser's Transmission Cost Share will be calculated as provided under the Renewal Power Sales Contract by dividing the Generation Entitlement Share as set forth by Purchaser pursuant to (i) above that is to be delivered at the Point of Delivery set forth pursuant to (iii) above, by the aggregate of all Generation Entitlement Shares specified in the Offer Acceptances of Purchaser and the other Original Purchasers to be delivered at such Point of Delivery. The completed Offer Acceptance of Purchaser shall be duly authorized and executed by Purchaser, shall have received any and all Regulatory Contract Approvals and shall be submitted to IPA by May 25, 2016 or any extension thereof by IPA (the "First Round Offer Acceptance Date"), all in accordance with Section 26 of the Renewal Power Sales Contract.

Any portion of Purchaser's Original Purchaser Entitlements not accepted by Purchaser by its Offer Acceptance of the First Round Offer shall become part of the Orphan Original Purchaser Entitlements under the Renewal Power Sales Contracts. If Purchaser does not timely respond to this First Round Offer, or if Purchaser responds by rejecting in writing its entire Original Purchaser Entitlement, all Purchaser's Original Purchaser Entitlements shall become part of the Orphan Original Purchaser Entitlements, and Purchaser will be deemed to have rejected the Renewal Offer and shall have no further right to participate in the Renewal Offer.

As set forth in the Offer Acceptance, the Renewal Offer process will conclude with no further offers being made in the event Offer Acceptances of the First Round Offer result in the Renewal Power Sales Contracts by IPA with Purchaser and the other Original Purchasers becoming fully effective for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in the Offer Acceptance and in Section 26.2.2 of the Renewal Power Sales Contract. In the event, however, that the First Round Offer does not result in such Offer Acceptances, the Renewal Offer will continue with the Second Round Offer under which IPA will provide (i) that (a) the Utah Committed Purchasers shall have the right to provide to IPA a Utah Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the Utah Committed Original Purchasers fail to provide to IPA such a Utah Orphan Entitlement Allocation Document, such remaining Utah Orphan Purchaser Entitlements shall then be offered to each of the Utah Committed Original Purchasers as provided under Section 26.3.1.1 of the Renewal Power Sales Contracts, and (ii) that (a) the California Committed Purchasers shall have the right to provide to IPA a California Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the California Committed Original Purchasers fail to provide to IPA such a California Orphan Entitlement Allocation Document, such remaining California Orphan Original Purchaser Entitlements shall then be offered to each of the California Committed Original Purchasers as provided under Section 26.3.1.2 of the Renewal Power Sales Contracts. In the event, however, that the Second Round Offer does not result in Offer Acceptances for at least eighty-five percent (85%) of the aggregate Original Purchaser Entitlements, the Renewal Offer will continue with the Final Offer in accordance with Section 26.4 of the Renewal Power Sales Contracts.

The same offer as provided in this Offer Letter is being extended to each of the other Original Purchasers.

Upon the Renewal Power Sales Contracts becoming fully effective, each Utah Purchaser accepting this First Round Offer pursuant to an Offer Acceptance that elects to enter into the Excess Renewal Power Sales Agreement should furnish IPA with a notice of its election in accordance with Section 26.6.1 of the Renewal Power Sales Contracts. Los Angeles, as well as each of the other California Purchasers accepting this Renewal Offer that elects to enter into the Excess Renewal Power Sales Agreement, should furnish IPA with a notice of its election in accordance with Section 26.6.1 of the Renewal Power Sales Contracts.

If you have questions regarding this Renewal Offer or would like to discuss any of the terms and provisions of the Offer Acceptance or Renewal Power Sales Contract, please contact us and we will put you in contact with the appropriate person to address those matters.

INTERMOUNTAIN POWER AGENCY

By:

Its: General Manager

#### OFFER ACCEPTANCE

To: Intermountain Power Agency ("IPA")
City of Bountiful (also known as Bountiful, a Municipal Corporation) ("Purchaser") hereby accepts the First Round Offer in accordance with the terms of IPA's Offer Letter, dated March

, 2016

18, 2016, including this Offer Acceptance and the accompanying form of Renewal Power Sales Contract (the "Renewal Power Sales Contract"), and hereby specifies for its Offer Acceptance of the First Round Offer the following:

Purchaser's Accepted Generation Entitlement Share:_	%
Purchaser's Accepted Generation Cost Share:	<b>%</b> <sup>1</sup>
Purchaser's Accepted Point of Delivery:	2

Purchaser understands and agrees that its transmission entitlement in the Project and its Transmission Cost Share will be determined as provided in the Renewal Power Sales Contract.

Initially capitalized terms used in this Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

By this Offer Acceptance, Purchaser agrees that based upon such Offer Acceptance and as provided by the applicable terms of the Renewal Power Sales Contract, IPA will prepare and will execute and deliver to Purchaser the Renewal Power Sales Contract to be entered into with Purchaser, including Appendices A and B thereto, all as provided in Section 26.2 of the Renewal Power Sales Contract, and Purchaser agrees to execute and deliver to IPA such Renewal Power Sales Contract which shall become effective as of the First Round Offer Acceptance Date.

If, there shall have been Offer Acceptances by the Original Purchasers of the First Round Offer so that IPA shall enter into Renewal Power Sales Contracts with Purchaser and all the other Original Purchasers for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in Section 26.2.2 of the Renewal Power Sales Contract, Purchaser agrees in accordance with Section 26.2.2 that its Renewal Power Sales Contract, together with such Renewal Power Sales Contracts by IPA with the other Original Purchasers, shall be fully effective in accordance with the terms thereof.

Purchaser's Generation Cost Share must be the same as its Generation Entitlement Share as required by the Renewal Power Sales Contract.

Purchaser's Point of Delivery must be designated in accordance with Section 9.9 of the Renewal Power Sales Contract.

As provided in Section 26.2.2 of the Renewal Power Sales Contract, upon the receipt by Purchaser and IPA of any and all required Regulatory Contract Approvals and upon Purchaser and IPA furnishing, each to the other, the legal opinions required pursuant to Section 25.3 of the Renewal Power Sales Contract, the Renewal Power Sales Contract of Purchaser with IPA, together with the Renewal Power Sales Contracts of IPA with such other Original Purchasers, shall be effective in accordance with the terms thereof, all as of the First Round Offer Acceptance Date.

Purchaser hereby certifies that the Renewal Power Sales Contract executed and delivered by it as above provided has been duly authorized by Purchaser, and Purchaser has obtained any and all Regulatory Contract Approvals required for its Renewal Power Sales Contract to be fully effective.

It is understood and agreed by Purchaser that in the event that the Offer Acceptances by the Original Purchasers do not permit the Renewal Power Sales Contract to become fully effective as provided in Section 26.2.2, Purchaser's Renewal Power Sales Contract with IPA will, however, become effective in accordance with Section 26.2.1, and Purchaser, together with the other Original Purchasers furnishing Offer Acceptances, will be entitled to receive the Second Round Offer under IPA's continuation of the Renewal Offer, as provided in Section 26.3 of the Renewal Power Sales Contract.

City of Bountiful (also known as Bountiful, a Municipal Corporation), as Purchaser, hereby causes this Offer Acceptance to be executed on its behalf on the date provided above.

BOUNTIFUL, A MUNICIPAL CORPORATION)

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

Its:

CITY OF BOUNTIFUL (also known as



### **BOUNTIFUL**

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight

CITY MANAGER Gary R. Hill

# BOUNTIFUL CITY COUNCIL RESOLUTION No. 2016-03

# APPROVAL OF, AND AUTHORIZATION TO EXECUTE AND DELIVER, THE RENEWAL OFFER DOCUMENTS

On motion of	, seconded by	, at	t a
duly noticed meeting or	f the City Council of Bountiful, Utah, (the "Council").	, held the 12 <sup>th</sup> day	of
April, 2016, the follow	ing Resolution was duly adopted:		

WHEREAS, the City of Bountiful, Utah, (the "Municipality") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the Municipality acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027; and

WHEREAS, IPA is a party to substantially identical power sales contracts with other parties (such other power sales contracts together with the Power Sales Contract being, collectively, the "Power Sales Contracts" and such other parties together with the Municipality being, collectively, the "Purchasers"); and

WHEREAS, IPA has advised the Municipality that the Power Sales Contracts have been amended to provide for, among other things, IPA to deliver the Renewal Offer Letter dated March 18, 2016 which has been received by the Municipality; and

WHEREAS, the Renewal Offer Letter provides that the Municipality is entitled to subscribe for entitlements in the generation capacity and the transmission capacity at IPP on the terms of the Renewal Offer Letter and the Renewal Power Sales Contract provided with the Renewal Offer Letter (the "Renewal Offer"); and

WHEREAS, to accept the Renewal Offer, the Municipality is required to indicate its acceptance of Renewal Offer on the Offer Acceptance provided with the Renewal Offer Letter and to execute the Renewal Power Sales Contract and comply with the other terms and conditions of the Renewal Offer Letter; and

WHEREAS, the Council has reviewed and discussed the Renewal Offer Letter, the Offer Acceptance and the Renewal Power Sales Contract (the "Renewal Documents"); and

WHEREAS, the Council desires to authorize the chief executive of the Municipality to subscribe for any Orphan Original Purchaser Entitlements (as defined in the Renewal Power Sales Contract) and any Utah Orphan Original Purchaser Entitlements (as defined in the Renewal Power Sales Contract) up to a total Generation Entitlement Share for the Municipality indicated

below as the Maximum Authorized Subscription Generation Entitlement Share for the Municipality; and

WHEREAS, the Council desires to accept the Renewal Offer and approve and adopt the Offer Acceptance and the Renewal Power Sales Contract.

NOW, THEREFORE, BE IT RESOLVED, that after due consideration and discussion, the Council hereby approves and adopts the Acceptance Offer and the Renewal Power Sales Contract and authorizes and directs the Municipality's Mayor (the "Mayor") and the Municipality's Clerk/Recorder (the "Clerk/Recorder") to execute and deliver to IPA the Acceptance Offer and Renewal Power Sales Contract on behalf of the Municipality and to take or cause to be taken such other action as may be necessary or desirable in order to make the Offer Acceptance and the Renewal Power Sales Contract effective, as one or more of such may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the Municipality's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the Municipality's address for notice together with the delivery of the Offer Acceptance), (iii) the modification of exhibits and appendices to complete, update or correct the Acceptance Offer and/or the Renewal Power Sales Contract, (iv) the updating of appendices and exhibits to reflect elections made under the Offer Acceptance and/or the Renewal Power Sales Contract in accordance with the terms thereof and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of such Offer Acceptance and/or Renewal Power Sales Contract as so modified:

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed	(i) to
subscribe for a Generation Entitlement Share (as defined in the Renewal Documents)	and a
Generation Cost Share (as defined in the Renewal Documents) equal to per	ercent
(%) and (ii) to elect a point of delivery at;	

BE IT FURTHER RESOLVED, that the Mayor and the Clerk/Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the Municipality such additional documents, certificates, instruments, notices, opinions and

agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED, APPROVED AND SIGNED April 12, 2016.

	BOUNTIFUL CITY:
ATTEST:	RANDY C. LEWIS, MAYOR
SHAWNA ANDRUS CITY RECORDER	



### **BOUNTIFUL**

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginsor
Beth Holbrook
John Marc Knight

CITY MANAGER Gary R. Hill

# BOUNTIFUL CITY COUNCIL RESOLUTION No. 2016-04

# APPROVAL OF, AND AUTHORIZATION TO EXECUTE AND DELIVER, AGREEMENT FOR SALE OF RENEWAL EXCESS POWER

On motion of \_\_\_\_\_\_\_\_, seconded by \_\_\_\_\_\_\_\_\_\_, at a duly noticed meeting of the Municipal Council of [INSERT NAME OF MUNICIPALITY] (the "Council"), held the 12<sup>th</sup> day of April, 2016, the following Resolution was duly adopted:

WHEREAS, the City of Bountiful, Utah, (the "Municipality") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the Municipality acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027;

WHEREAS, the Municipality has adopted and approved that certain Renewal Power Sales Contract to be entered into with IPA;

WHEREAS, the Municipality desires to sell all or a portion of generation and transmission entitlements in the Project substantially on the terms and conditions set forth in that certain Agreement for Sale of Renewal Excess Power attached to the Renewal Power Sales Contract transmitted by IPA to the Municipality with the Renewal Offer Letter dated March 18 2016 (the "Agreement for Sale");

WHEREAS, the Council has reviewed and discussed the Agreement for Sale; and

WHEREAS, the Council desires to adopt and approve the Agreement for Sale.

NOW, THEREFORE, BE IT RESOLVED, that after due consideration and discussion, the Council hereby approves the Agreement for Sale and authorizes and directs the Municipality's Mayor (the "Mayor") and the Municipality's Clerk/Recorder (the "Clerk/Recorder") to execute and deliver, within forty-five (45) days of the effectiveness of the Renewal Power Sales Contract, the Agreement for Sale on behalf of the Municipality, to designate an Excess Entitlement Share (as defined in the Agreement for Sale of Renewal Excess Power) equal to \_\_\_\_\_\_% of the Municipality's Generation Entitlement Share under the Renewal Power Sales Contract and to take or cause to be taken such other action as may be necessary or desirable in order to make the Agreement for Sale effective, as the Agreement for Sale may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the Municipality's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the Municipality's address for notice together with the delivery of the Renewal Power Sales

Contract), (iii) the modification of exhibits and appendices to complete, update or correct the Agreement for Sale, (iv) the updating of appendices and exhibits to reflect elections made under the Agreement for Sale in accordance with the terms thereof and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of Agreement for Sale as so modified; and; and

BE IT FURTHER RESOLVED, that the Mayor and the Clerk/Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the Municipality such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED, APPROVED AND SIGNED April 12, 2016.

	BOUNTIFUL CITY:
ATTEST:	RANDY C. LEWIS, MAYOR
SHAWNA ANDRUS, CITY RECORDER	

**Subject:** Recommendation of Independent Audit Firm

**Author:** Tyson Beck, Finance Director

**Department:** Finance **Date:** March 28, 2016



#### **Background**

Utah Code Annotated (UCA) 51-2a-202 requires local government entities, with annual revenues or expenditures of \$750,000 or more, to receive an annual independent financial statement audit in accordance with *Government Auditing Standards*. In addition, these entities are required to have a state compliance audit which should be performed in accordance with the *State Compliance Audit Guide* developed by the Office of the Utah State Auditor as directed by UCA 51-2a-301.

This independent audit provides reasonable assurance that Bountiful City's Comprehensive Annual Financial Report (CAFR) is materially stated in accordance with government accounting standards, and that, in all material respects, the city is compliant with specifically tested areas of the State Code. The independent audit also evaluates the city's internal controls over financial reporting and provides a report on any deficiencies in internal controls identified (findings).

For the fiscal year ended June 30, 2015, the independent audit was performed by Keddington & Christensen, LLC for a total cost of \$43,850. In an effort to reduce audit costs and because the audit services had not been bid out since 2010, city staff requested audit proposals from 28 qualified Certified Public Accounting (CPA) firms and received 11 responses.

#### **Analysis**

A staff committee was organized to evaluate the 11 audit proposals received and make a recommendation to the City Council for approval. The committee was made up of: Galen Rasmussen (Assistant City Manager), Tyson Beck (Finance Director), and David Burgoyne (Assistant Finance Director).

Each member of the committee was given all 11 audit proposals for review and an evaluation spreadsheet created to provide criteria with which each proposal could be awarded points. After all committee members had completed their evaluation spreadsheets, the awarded points were accumulated by CPA firm and a point average was calculated from the three committee member evaluations. The CPA firm with the highest average points awarded would be the final staff recommendation for acceptance.

#### **Analysis (Continued)**

The request for proposal sent to all the CPA firms explained that each proposal would be evaluated and awarded points based on the following criteria:

% OF SCORING WEIGHT	EVALUATION CRITERIA
Mandatory	Licensing, independence, CPE, peer review, and ability to meet audit deadlines.
20%	Technical Experience of the Firm     Governmental audit experience, including number and size of past and current governmental clients (with specific emphasis on municipal clients).     Size and structure of the CPA firm.     Results of most recent peer review and review from the Office of the Utah State Auditor (if applicable).
20%	Qualifications of Staff proposed to perform the audit     Years of governmental auditing experience (with specific emphasis on municipal clients).     Knowledge of GASB standards and CAFR reporting requirements.
27%	Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed:  1) Appropriateness and adequacy of proposed procedures. 2) Reasonableness of time estimates and total audit hours. 3) Appropriateness of plan to meet stated deadlines. 4) Appropriateness of assigned staff levels, including proposed fieldwork hours of in-charge and partner levels. 5) Availability and responsiveness audit staff.
33%	Cost of the Audit

The evaluation spreadsheet used by each staff committee member was structured using the above criteria and was the basis for each member's awarded points.

Each CPA firm prepared a favorable proposal that met the mandatory criteria and could meet the city's needs. The highest points awarded to a CPA firm by the committee was given based on the best balance of: experience, qualifications, expected audit hours, expected audit procedures, and cost.

The city has achieved a very high standard of financial reporting for the past 35 years and desires to continue that standard with the help of a highly qualified and experienced independent auditing firm.

#### **Analysis (Continued)**

A few highlights of each proposing firm's bid (sorted by points awarded) is listed below:

	Staff Committee	First Year	Fire	t Year	Com	bine d
	Average Points	Est. Audit	Aud		Five	
Duamaging CDA Firm	_					
Proposing CPA Firm	Awarded (max 100)	Hours	Cos	is	Audi	t Costs
Keddington & Christensen,						
LLC	94	341	\$	32,000	\$	166,000
Hansen, Bradshaw, Malmrose						
& Erickson, PC	83	420	\$	34,500	\$	178,800
Gilbert & Stewart, CPA	83	194	\$	14,750	\$	77,750
Larson & Company, PC	75	275	\$	32,500	\$	171,500
Hawkins, Cloward, & Simister,						
LC	70	393	\$	33,740	\$	178,640
Eide Bailly, LLP	68	464	\$	44,920	\$	234,990
Wisan, Smith, Racker &						
Prescott, LLP	66	410	\$	43,000	\$	227,100
Ulrich & Associates	65	290	\$	39,525	\$	209,845
Pinnock, Robbins, Posey, &						
Richins	61	420	\$	40,750	\$	211,250
Karren, Hendrix, Stagg, Allen						
& Company	56	330	\$	42,000	\$	210,000
Jones-Simkins	54	400.5	\$	44,250	\$	230,860

#### **Department Review**

The committee presented its final analysis of the audit proposals to Gary Hill (City Manager) for comment and approval. Gary agreed with the committee's decision and adds his support to the committee's recommendation to the City Council.

This staff report was prepared by Tyson Beck (Finance Director) and reviewed by Russell Mahan (City Attorney).

#### **Recommendation**

The committee recommends that the City Council accept the proposal from Keddington & Christensen, LLC for audit services covering the 2016-2020 fiscal years for a total cost of \$166,000.

This recommendation is due to Keddington & Christensen, LLC being awarded the most points by the committee. When all of the CPA firms were evaluated based on non-cost considerations (i.e. experience, expertise, expected audit hours and procedures, etc.), Keddington & Christensen, LLC was deemed to be the best candidate. When all of the CPA firms were evaluated based on cost, Keddington & Christensen, LLC was the second lowest cost. The lowest bid was so far below all others that it appears very unlikely they would provide the same level of services.

#### **Recommendation (Continued)**

Keddington & Christensen's balance of a high quality audit at a very reasonable price was the basis for the recommendation.

As a quick point of emphasis for the committee's recommendation, when the low bid CPA firm was evaluated by the committee based on non-cost considerations they were ranked to be number 9 out of the 11 proposing firms.

#### **Significant Impacts**

The independent auditing firm selected will be given the opportunity to be the city's auditors for a five year period with potential annual contract extensions (at the city's discretion) for an additional five years.

If Keddington & Christensen's proposal is accepted, the audit costs will drop by \$11,850 from fiscal year 2015 to 2016. The fiscal 2016 budget includes \$43,364 for auditing fees.

The selected CPA firm will aid the city in independent evaluations of: internal controls (including fraud evaluations), annual financial reports, and State Code compliance. A thorough and detailed independent audit adds great value to the city and can aid the City Council significantly in their responsibilities as governance over monitoring the city's finances.

#### **Attachments**

No attachments.

All 11 CPA firm proposals are available for review upon request.

Subject: Public Safety Building Stucco Contract

**Author:** Chief Ross

**Department:** Police Department

**Date:** April 12, 2016



#### **Background**

The following is a request to approve resurfacing the stucco on the exterior walls of the Public Safety Building. This funding has been approved in our FY 2016 budget.

#### **Analysis**

The Public Safety Building is over eighteen years old and showing its age. The stucco has worn very thin and there are multiple holes with new ones showing up monthly. We solicited three bids to resurface all of the stucco on the exterior of the Public Safety building.

The bids from T.J. Construction and Unique Custom Exteriors were submitted with a requested five year warranty. The bid from Garcia Plastering did not have a five year warranty included and the owner has not responded to follow up phone calls. We also discovered that their contractor's license is currently in a probationary status and their license was revoked in December of 2014.

The following bids were received;

1-	Garcia Plastering	\$60,000
2-	T.J. Construction	\$65,000
3-	Unique Custom Exteriors	\$94,150

#### **Department Review**

The Police Department and Russell Mahan (Acting City Manager) have reviewed this staff report.

#### Recommendation

We respectfully request your approval to award the stucco contract to T.J. Construction for \$65,000. We recommend not accepting the low bid from Garcia Plastering due to their lack of providing a five year warranty and potential business issues.

Thank you for your time and consideration in this matter.

#### Significant Impacts

Funding for this purchase is included in our FY2016 budget.

#### **Attachments**

N/A



Subject: Purchase of 10- Wheel Dump Truck, Body, Plow, Spreader & Hydraulics

Author: Gary Blowers Department: Streets Date: April 12, 2016

#### **Background**

The street department would like to replace a 10 wheel- dump truck. The truck is used year round for snow removal, paving and road construction. The 10- wheel dump truck is more productive and efficient with our size of city.

#### **Analysis**

The State of Utah has already put the equipment that we need out to bid. We recommend using the State of Utah Contract with Mountain West Truck Center for the purchase of a 2016 Mack 10- wheel dump truck chassis at a cost of \$106,509.00. We also recommend using the State of Utah Contract with Semi Service for the Henderson 16' Body, 15' Stainless Steel Spreader, 12' Plow and Hydraulics. The Plow and Body Contract Price is \$82,839.52.

#### **Department Review**

This report was reviewed by the Street Department and the City Manager.

#### **Recommendation**

Staff recommends the Council approve the purchase of the Mack 10- wheel dump truck on the State Contract from Mountain West Truck Center for \$106,509.00 and the plow, body and hydraulics package from Semi Service for \$82,839.52.

#### **Significant Impacts**

The street department FY 2016 budget for the truck is \$198,000.00. The actual cost is

One - 2016 Mack Truck \$106,509.00

One – Body, spreader, plow and hydraulics \$82,839.52

Total \$189,348.52

#### **Attachments**

None (contract is available for review if desired)

**Subject:** Single Event Alcohol Permit – St. Olaf Catholic Church

**Author:** Chad Wilkinson **Department:** Planning **Date:** April 12, 2016



#### **Background**

St. Olaf's Church has requested a Local Consent for a Single Event Alcohol Permit for Saturday, May 14, 2016. The requested license is to serve alcohol for a single fund raising event, and is not for an ongoing right to serve liquor. Under State law, any licensing for alcoholic beverages beyond beer (such as wine and hard liquors) must be approved by the State. However, part of the State licensing process includes a consent form to be signed by the local jurisdiction.

#### **Analysis**

The applicant meets all of the legal requirements for the permit to be issued. St. Olaf's requests these permits every six months, and has done so for many years. There has never been a problem about these events, and the City Council has routinely approved them. St. Olaf's has requested a Local Consent Single Event Alcohol Permit for Saturday, May 14, 2016. The event will run from 5:00 p.m. thru 1:00 a.m. The organizers have paid all applicable fees to the City and now request approval from the City.

#### **Department Review**

This application has been reviewed by the Planning Director, the Police Chief, and the City Attorney

#### **Significant Impacts**

None.

#### Recommendation

It is recommended that the application be granted.

#### **Attachments**

St. Olaf's Application for a Single Event Permit and Local Consent form.

### SINGLE EVENT PERMIT Local Consent

**PURPOSE:** Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

LUTHORITY: Utah Code 32B-9-201	The event premises		44.	
Bountiful City  Local business license authority		, [y] Ci	ty[]Town[]Co	ounty
ereby grants its consent to the issuance of a temp				
pplicant Entity/Organization: Same	OLAF CATH	OLIC SCHO	)OL	
pplicant Entity/Organization: Sant ( vent Name: Annual Auction	DINNER D.	3 OMA		
vent location address: 350 EAST 1	600 South 3	POCENTIFUL	<u> </u>	()
on the 14 th	day(s) of	<u> </u>	<u>, 20/</u>	/ E
uring the hours of 5.00 p.M.	/ 00 pm , pu	rsuant to the provi	sion of Utah Code	r 32B-
*As Part of local consent required by 32B-9 whether the entity is conducting a civic or a function that is in the nature of a temporary spec educational, recreational, cultural, charitable, ath community enterprise" generally is a gathering the Single event permits may not be issued to or obt attempting to avoid the requirement of state retain	p-201(1)(c), the locality management of the locality of community enterprise. A point of the locality of local	nay provide a recol to civic or community business, religious, partistic, or scientific mmunity together for	mmendation as to enterprise means a political, governmental event. A "civic or the common good.	
Authorized Signature  Authorized Signature  Authorized Signature  Name/Title		_3 - 28	3 - 2016 Date	WWW.
This is a suggested format. A local OF SEPTEMBER 1, 2015, LOCAL CONS				F148;



Subject: Preliminary and final site plan review for mixed use

development

Address: 50 West 400 South

**Author:** Chad Wilkinson, Planning Director **Department:** Planning and Engineering

**Date:** April 12, 2016



#### **Background**

The applicant, Ron Robinson, is requesting preliminary and final site plan approval for a mixed use development. The proposal includes conversion of an existing residence into a commercial use and creation of a residential unit above a commercial garage previously constructed within the Downtown (D-N) zone.

#### **Analysis**

The applicant received site plan approval for construction of a commercial structure on the rear portion of the lot in 2010. The previous approval included the continued residential use of the existing home located toward the front (south) of the lot with the construction of a large garage structure to be used as part of Mr. Robinson's furniture business. The applicant now wishes to convert the existing residence to commercial use and to construct a residential unit in the space above the existing garage. This will require the installation of additional parking to the rear of the lot in order to accommodate the commercial use of the home.

The proposed site plan includes the construction of four parking spaces and associated drive and maneuvering areas. The site was originally approved with three off-street parking spaces including two spaces within the garage and an additional space located on the east side of the home. Based on the size of the home, the 4 additional spaces will provide adequate parking for the site providing the garage spaces are used to meet the parking requirements for the upper floor residential use. The applicant will need to revise the plan to provide for one disabled person parking space on the lot with the accompanying unloading aisle.

In order to handle increased storm water run-off created by the new paved surfaces, the applicant has proposed an in-ground detention system. The system has been preliminarily reviewed by the City Engineer and this method will be allowed subject to final review and approval.

The applicant will need to obtain building permits for the conversion of the upper level of the commercial building to a residence and will need to obtain separate building permit for the conversion of the existing residence to a commercial use.

#### **Department Review**

The application has been reviewed by the City Planner, City Attorney and City Engineer.

#### **Significant Impacts**

The construction of the new parking area will create new impervious surface which will generate additional run-off. The impact of this storm water run-off will be mitigated with the construction of a storm tech detention system.

#### **Recommendation**

The Planning Commission reviewed the item on April 5, 2016 and approved a Conditional Use Permit for the mixed use commercial/residential development. The Commission forwards a recommendation of approval to the City Council for the preliminary and final site plan subject to the following conditions:

- 1. Complete any and all redline corrections, including modifications.
- 2. Obtain required building permits for changes to residential use for the upper floor of the existing commercial garage located on the property.
- 3. Obtain building permit for the conversion of the existing residence to commercial use and comply with current building, fire and ADA requirements.
- 4. Prior to final approval, submit a revised final landscape plan consistent with the amended plan and meeting the requirements of Chapter 16 of the Bountiful City Zoning Ordinance.
- 5. Construction and striping of the new parking area, including provision of disabled person parking, shall be completed before commercial occupancy or business use of the existing residence on site.

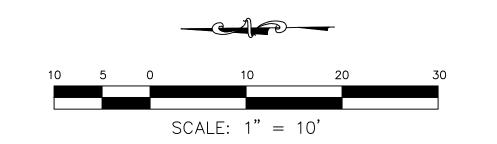
#### **Attachments**

- 1. Aerial photo
- 2. Site plan

G:\ENG\Site Plans\50 W 400 South Ron Robinson 2016\CC Staff Report Robinson Site Plan 4-12-16.docx

### **Aerial Photo**





REQUIRED STORAGE = 728 CU. FT. PROVIDED = 830 CU. FT.

10 YEAR STORM EVENT HELD UNDERGROUND = 390 CU. FT.

HIGH WATER ELEV. = 4291.00 AREA = 880 SQ. FT.

X 6" AVERAGE DEPTH 440 CU. FT. OF ABOVE GROUND STORAGE

TOTAL PROJECT WILL STORE 830 CU. FT. OF WATER BEFORE OVERTOPING BERM

## **Ron Robinson**

Drainage Calculations 1020016

### **Area Analysis**

Area	sq.ft.	Acres	С
Building	1,451	0.03	0.85
Improvements	3,520	80.0	0.90
Landscape	1,913	0.04	0.15
Total	6,884	0.16	0.68

### **10 Year Detention Analysis**

Allowable Ru	ınoff 	0.05	cfs/acre Allowable		
Time	I	Runoff	Runoff	Storage	
(min.)	in./hr	$\mathrm{ft}^3$	ft <sup>3</sup>	ft <sup>3</sup>	
5	3.400	110	2	107	
10	2.590	167	5	163	
15	2.140	207	7	200	
30	1.440	279	14	265	
60	0.891	345	28	317	
120	0.534	414	57	357	
180	0.392	456	85	370	
360	0.241	560	171	> 390	<
720	0.150	697	341	356	
1440	0.095	883	683	201	

Required Detention 390

### **Orifice Sizing**

Orifice Size	0.30 in.
C <sub>d</sub>	0.62 square-edge
Flow	0.01 cfs
Orifice Elevation	4,287.50 ft
Highwater Elevation	4,290.00 ft

### **Ron Robinson**

Drainage Calculations

### Area Analysis

1020016

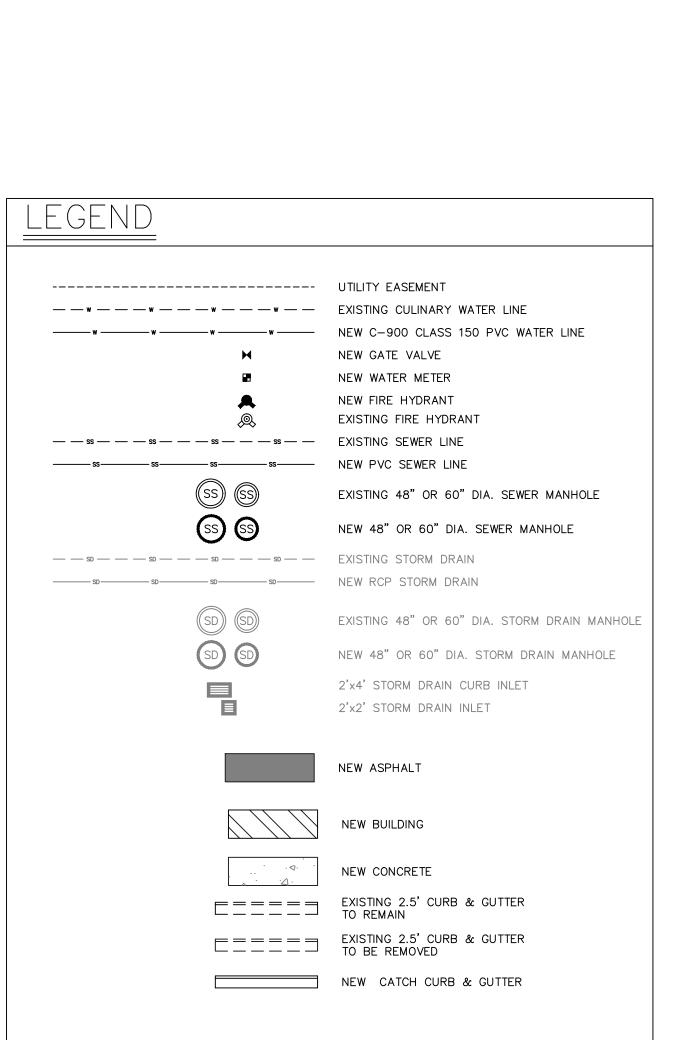
Alou Allulyolo			
Area	sq.ft.	Acres	С
Building	1,451	0.03	0.85
Improvements	3,520	0.08	0.90
Landscape	1,913	0.04	0.15
T-1-1	6.004	0.16	0.60

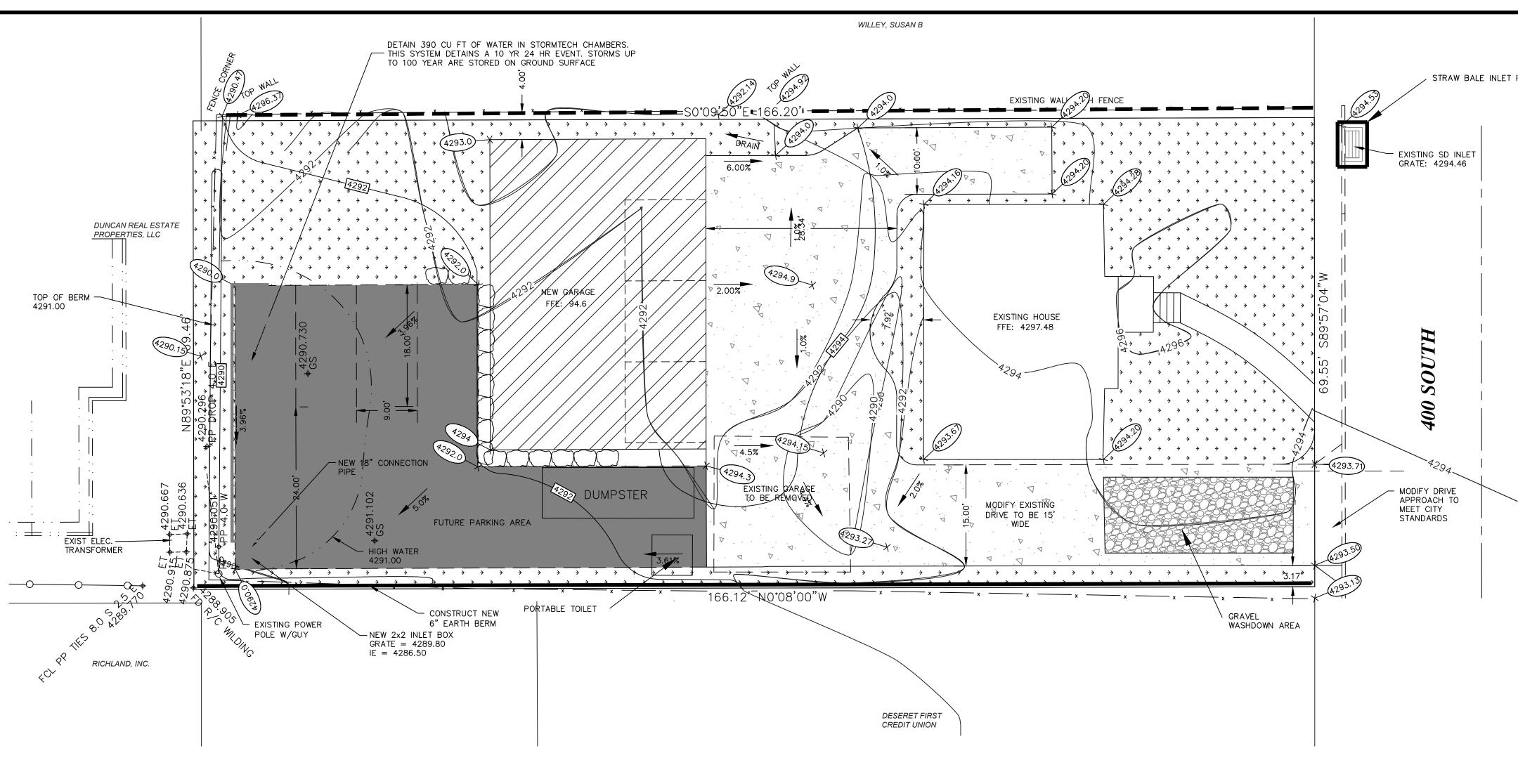
## **100 Year Detention Analysis**

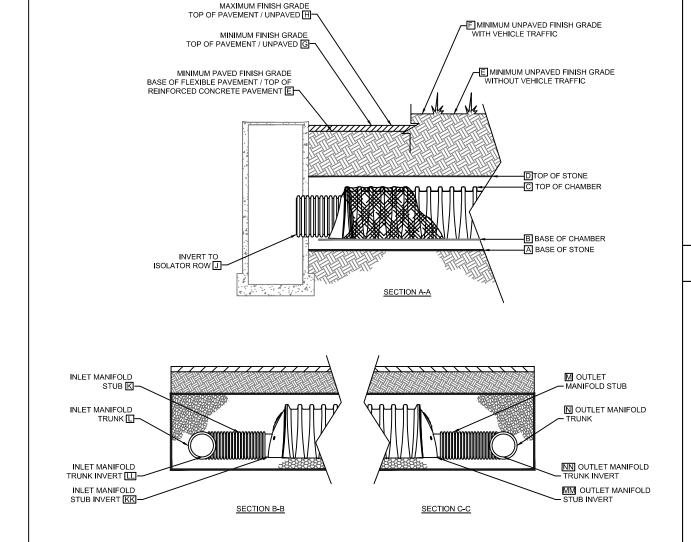
		_				
Allowable Ru	noff	0.05	cfs/acre			
			Allowable			
Time	I	Runoff	Runoff		Storage	
(min.)	in./hr	ft <sup>3</sup>	ft <sup>3</sup>		ft <sup>3</sup>	
5	6.740	218	2		215	
10	5.130	331	5		327	
15	4.240	411	7		404	
30	2.860	554	14		540	
60	1.770	686	28		657	
120	1.010	783	57		726	
180	0.698	811	85		726	
360	0.380	883	171		713	
720	0.230	1,069	341	>	728	<
1440	0.135	1,255	683		573	
		Requi	red Detention		728	

### **Orifice Sizing**

· · · · · · · · · · · · · · · · · · ·	
Highwater Elevation	4,290.00 ft
Orifice Elevation	4,287.50 ft
Flow	0.01 cfs
$C_d$	0.62 square-edg
Orifice Size	0.30 in.







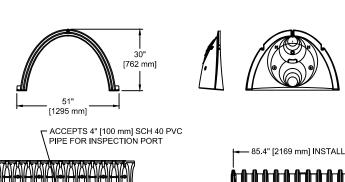
SC-740 ELEVATIONS

- 1. ALL DESIGN SPECIFICATIONS FOR STORMTECH SC-740 CHAMBERS SHALL BE IN ACCORDANCE WITH THE STORMTECH DESIGN MANUAL
- 2. THE INSTALLATION OF STORMTECH SC-740 CHAMBERS SHALL BE IN ACCORDANCE WITH THE LATEST STORMTECH INSTALLATION INSTRUCTIONS 3. THE CONTRACTOR IS ADVISED TO REVIEW AND UNDERSTAND THE INSTALLATION
- OR VISIT **WWW.STORMTECH.COM** TO RECIEVE A COPY OF THE LATEST STORMTECH INSTALLTION INSTRUCTIONS 4. CHAMBERS SHALL MEET THE DESIGN REQUIREMENTS AND LOAD FACTORS SPECIFIED IN SECTION 12.12 OF THE LATEST EDITION OF THE AASHTO LRFD

INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLTION. CALL 1-888-892-2694

BRIDGE DESIGN SPECIFICATIONS

SC-740 NOTES



90.7" [2304 mm] ACTUAL ———

85.4" [2169 mm] INSTALLED --(OVER SMALL CORRUGATION) BUILD ROW IN
THIS DIRECTION

45.9 CUBIC FEET [1.30 m<sup>3</sup>]

74.9 CUBIC FEET [2.12 m<sup>3</sup>]

75 lbs. [33.6 kg]

NOMINAL CHAMBER SPECIFICATION: SIZE (W x H x INSTALLED LENGTH) 51.0" x 30.0" x 85.4" [1295 mm x 762 mm x 2169 mm] CHAMBER STORAGE MINIMUM INSTALLED STORAGE WEIGHT

STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B" STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T" PART# STUB A B C

I FULLIT	0.00			•
SC740EPE06T	6" [150 mm]	10.90" [277 mm]	18.50" [470 mm]	N/A
SC740EPE06B	6" [150 mm]	10.90" [277 mm]	N/A	0.50" [13 mm]
SC740EPE08T	8" [200 mm]	12.20" [310 mm]	16.50" [419 mm]	N/A
SC740EPE08B	8" [200 mm]	12.20" [310 mm]	N/A	0.60" [15 mm]
SC740EPE10T	10" [250 mm]	13.40" [340 mm]	14.50" [368 mm]	N/A
SC740EPE10B	10" [250 mm]	13.40" [340 mm]	N/A	0.70" [18 mm]
SC740EPE12T	12" [300 mm]	14.70" [373 mm]	12.50" [318 mm]	N/A
SC740EPE12B	12" [300 mm]	14.70" [373 mm]	N/A	1.20" [30 mm]
SC740EPE15T	15" [375 mm]	18.40" [467 mm]	9.00" [229 mm]	N/A
SC740EPE15B	15" [375 mm]	18.40" [467 mm]	N/A	1.30" [33 mm]
SC740EPE18T	18" [450 mm]	19.70" [500 mm]	5.00" [127 mm]	N/A
SC740EPE18B	18" [450 mm]	19.70" [500 mm]	N/A	1.60" [41 mm]
*SC740EPE24B	24" [600 mm]	18.50" [470 mm]	N/A	0.10" [3 mm]
NOTE: ALL DIMENS	IONS ARE NOMINAL			
		24B ARE PLACED AT BO IAMETER OF THE STUB		

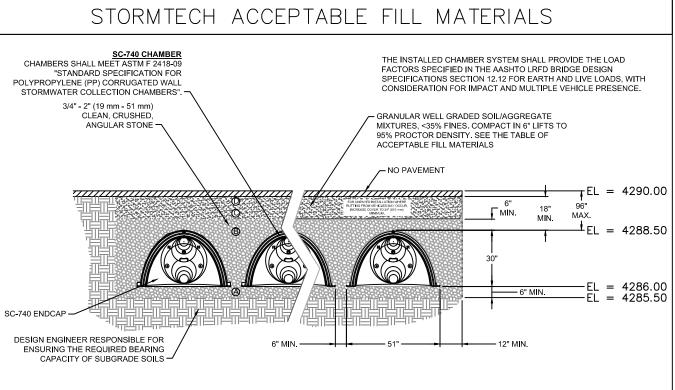
FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694. \*FOR THE SC740EPE24B THE 24" [600 mm] STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" [44 mm]. BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO

SC-740 TECHNICAL SPEC.

М	ATERIAL LOCATION	DESCRIPTION	AASHTO M43 DESIGNATION <sup>1</sup>	COMPACTION/DENSITY REQUIREMENT
<b>©</b>	FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISH GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THIS LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER ENGINEER'S PLANS. PAVED INSTALLATION MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
©	FILL MATERIAL FOR LAYER C'STARTS FROM THE TOP OF THE EMBEDMENT STONE (B'LAYER) TO 18" (457 mm) ABOVE THE TOP OF THE CHAMBER NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THIS LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, < 35% FINES. MOST PAVEMENT SUB-BASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTION AFTER 12" (355 mm) OF MATERIAL O' THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (152 mm) LIFTS TO A MIN. 95% STANDARD PROCTOR DENSITY. ROLLER GROSS VEHICLE WEIGHT N TO EXCEED 12,000 Ibs [58 kN]. DYNAMIC FORCE NOT TO EXCEED 20,000 libs [89 kN].
B	EMBEDMENT STONE SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4 - 2 INCH [19 - 51 mm]	3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
(A)	FOUNDATION STONE BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION BETWEEN 3/4 - 2 INCH [19 - 51 mm]	3, 35, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A 95% STANDAR PROCTOR DENSITY <sup>2</sup> .

PLEASE NOTE:

1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE". 2. AS AN ALTERNATE TO PROCTOR TESTING AND FIELD DENSITY MEASUREMENTS ON OPEN GRADED STONE, STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" [229 mm] (MAX) LIFTS USING TWO FULL COVERAGES WITH AN APPROPRIATE COMPACTOR.



SC-740 STANDARD CROSS SECTION

HEET NAME GRADING PLAN DRAWING NAME

RETENTION.dwg

1120016

ROJECT NO.

ROINSON

### **Council Staff Report**

**Subject:** Preliminary Approval for the Pages Hollow Townhomes

PUD

Author: City Engineer, Paul Rowland

Address: 320 West Pages Lane

**Date:** April 12, 2016

#### **Background**

Brighton Homes is requesting preliminary approval for a 14 unit "townhome" style condominium development on three existing single family properties located at 320 West Pages Lane. The area of the new combined parcel is 1.21 acres, making the rounded off density 12 units/acre, which complies with the 13 unit per acre maximum for the zone. While this is simply a townhome style condo development, the term PUD is used in the proposed name to avoid financing issues in the future.

#### **Analysis**

Brighton Homes is proposing to combine three single family properties, which currently contain three houses and several misc. sheds and out-buildings, into a single subdivision with 14- 3 bedroom townhome style units in three buildings. With three bedroom units, our ordinance requires 2.75 parking spaces per unit, which totals 39 parking spaces. Each unit has an attached 2 car garage and parking for 2 cars in the driveway, which along with the 4 visitor parking stalls provides 60 stalls, way exceeding the required parking. In addition to the parking requirements, each unit is required to have at least 50 sq.ft. of private outdoor space, which will need to be shown as limited common or private area on the final plat.

All utilities are available in Pages Lane. The preliminary utility drawings show an 8" water line and an 8" sewer main line extended into the property to serve the development. Brighton Homes is aware that the sidewalk on Pages Lane is really the top of a very large concrete culvert that carries Stone Creek to the west side of I-15, and that all access and utilities will have to contend with the issues that will arise from the culvert. There is currently a large overhead power line which runs east-west over the property for which the developer and Bountiful Power are in discussions about rerouting the wires underground through the parking/driveway. Since this will be recorded as a condominium plat, all of the common areas will be dedicated as public utility easement. The Fire Department has reviewed these plans and does not recommend that a new fire hydrant be placed on the property because of the proximity of existing hydrants.

As with all development in Bountiful City, the additional storm water runoff from this site will need to be retained on site. The developer is proposing a small detention basin in the front of the properties in a lawn area. With the Stone Creek culvert running along the south side of the property, there is a place to discharge the detention basin, however, the basin will need to be graded in such a way that an overflow in the culvert doesn't back into and fill the small detention basin. These details will be worked out as the final plans are prepared. The Developer will need to coordinate with Davis County Public Works any

J:\PUD'S\BRIGHTON TOWNHOMES PUD (PAGES LANE) 2016\CC PRELIMINARY PUD FOR PAGES HOLLOW TOWNHOMES PUD, BRIGHTON HOMES, APRIL 2016,DOCX

utilities that need to pass under the Stone Creek culvert, any storm water discharge into the culvert and how the driveway access will be constructed across the culvert.

Attached to this memo is a copy of the preliminary landscape plan for this development. It shows that the ground has 41% landscape coverage, which just exceeds the minimum requirement of 40% landscaping.

#### **Recommended Action**

The Planning Commission sends a recommendation to the City Council for preliminary approval of The Pages Hollow Townhomes PUD with the following conditions:

- 1. Complete all red-line corrections.
- 2. Indicate the private space which needs to be fenced off for each unit.
- 3. Coordinate with Davis County Public Works about access across and utilities under the existing box culvert.

#### **Department Review**

This has been reviewed by the Planning Commission as well as the Engineering and Planning Departments.

#### **Significant Impacts**

This development is in an existing multi-family area and will not have significant impact on the surrounding area

#### Attachments:

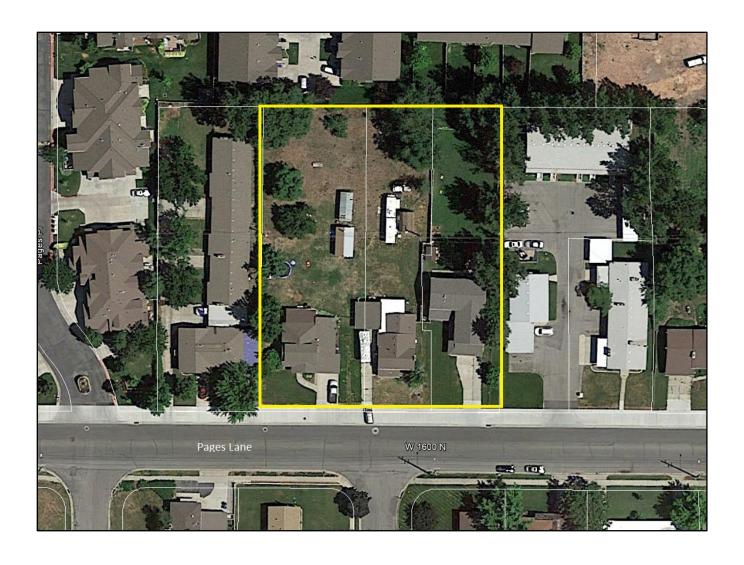
Lovely color aerial photo of the property in its existing condition.

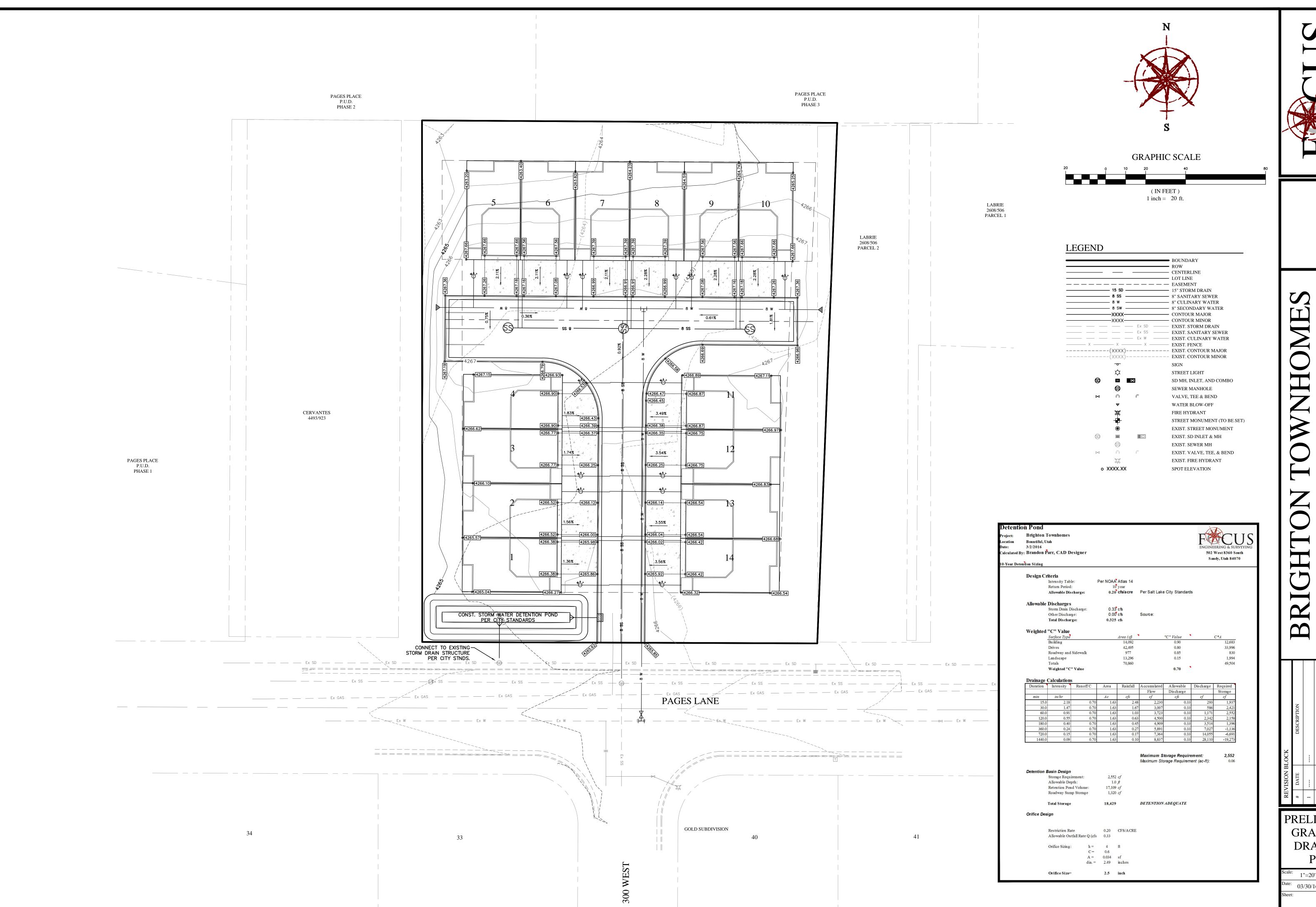
Copy of preliminary grading and drainage plan.

Copy of preliminary building elevations.

Copy of proposed preliminary landscape plans.

### Aerial Photo of Proposed Pages Hollow Townhomes PUD





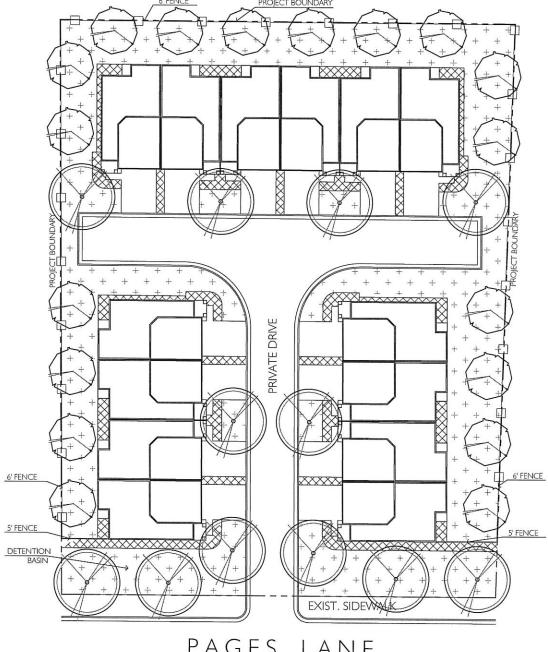
AGE PL

**PRELIMINAR** 

**PRELIMINARY GRADING &** DRAINAGE

**PLAN** · 1"=20' 03/30/16 Job #: 16-033 C4





#### LANDSCAPE TABULATIONS

PROJECT AREA

52,816 S.F. - 100%

LANDSCAPE AREA

TREES REQUIRED (1/750 S.F.) 29.3 TREES TREES PROVIDED 30 TREES

22,017 S.F. - 41.7%

#### LANDSCAPE LEGEND



ORNAMENTAL / SCREENING TREE

PLANTER AREA

LANDSCAPE ARCHITECTURE & LAND PLANNING

THE CLIFT BUILDING
10 WEST BROAD WAY
S UITE 430
SALT LAKE CITY, UTAH 84101
PH/TXT/MO 8 0 1.554.6146
SCOTT@STBDESIGNILC.COM



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MEMBED FOR
BRIGHTON HOMES UTAH
BRIGHTON HOMES UTAH
215 NORTH REDWOOD ROAD
NORTH SALT LAKE, UTAH 84054

PRELIMINARY

LANDSCAPE PLAN

PAGES LANE

LANDSCAPE PLAN SCALE: 1"=20"-0" NORTH