BOUNTIFUL CITY COUNCIL MEETING
TUESDAY, February 26, 2019
6:30 p.m. - Work Session
7:00 p.m. – Regular Session

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

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

AGENDA

6:30 p.m. - Work Session

1. Census - Complete Count Committee – Mr. Robert Taylor

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meetings held on February 7, 8 & 12, 2019 p. 3
4. Council Reports
5. Consider approval of weekly expenditures > $1,000 paid February 4 & 11, 2019 p. 17
6. Consider approval of the Hunt Electric bid in the amount of $147,844 for the feeder 575 Rebuild – Mr. Alan Farnes p. 21
7. Consider approval of the purchase of 7,800 feet of 1100 URD cable from Codale Electric Supply in the amount of $61,776 – Mr. Alan Farnes p. 23
8. Consider approval of a three-year extension of the Asplundh Tree Trimming Contract extension at a not-to-exceed hourly rate as described in the contract – Mr. Alan Farnes p. 25
9. Consider approval of the purchase of a new double turret reel wire trailer from Brooks Brothers Trailers in the amount of $50,545 – Mr. Alan Farnes p. 31
10. Consider approval of the bid from Americom Technology in the amount of $81,843 to install conduits for the Feeder 671 upgrade – Mr. Alan Farnes p. 33
11. Consider approval of the bid from Anixter representing GE/Prolec for 53 transformers in the amount of $126,281 – Mr. Alan Farnes p. 35
12. Consider approval of the Osmose pole testing contract extension in the amount of $70,000 – Mr. Alan Farnes p. 37
13. Consider approval of the preliminary site plan for Kurtz townhomes located at 393 West 200 North – Mr. Chad Wilkinson p. 39
14. Consider approval of an interlocal agreement with Davis County for election services for the 2019 Bountiful City Municipal Election – Mr. Gary Hill/Mr. Clinton Drake p. 49
15. Adjourn

Shawna Andrus
City Recorder

Minutes of the
BOUNTIFUL CITY COUNCIL
Thursday, February 7, 2019

Present:	Mayor	Randy Lewis
	Councilmembers	Kate Bradshaw, Kendalyn Harris, Richard Higginson, John Marc Knight, Chris Simonsen
	City Manager	Gary Hill
	Assistant City Manager	Galen Rasmussen
	City Attorney	Clinton Drake
	City Planner	Chad Wilkinson
	City Engineer	Lloyd Cheney
	Finance Director	Tyson Beck
	Parks Director	Brock Hill
	Power Director	Allen Johnson
	Water Director	Mark Slagowski
	IT Director	Alan West
	Streets & Sanitation Director	Gary Blowers
	Human Resources Manager	Shannon Cottam
	Police Chief	Tom Ross
	Recording Clerk	Maranda Hilton

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.

Thursday Session – 9:00 a.m.
Hyatt House – 140 South 300 West, Salt Lake City, 84101

WELCOME AND INTRODUCTION – MAYOR LEWIS

Mayor Lewis opened the meeting at 9:00 a.m. Councilwoman Kendalyn Harris led everyone in the Pledge of Allegiance and Councilman Richard Higginson gave a prayer.

The Mayor welcomed everyone in attendance and talked about how much he loves being a part of this team of people. He then reported to the Council and Staff about the things that he is involved in as the Mayor of Bountiful. He currently serves as the Chair of four boards (Lakeview Hospital, South Davis Fire District, Davis County Health Department and Davis County Council of Governments). He also serves on many other boards (South Davis Sewer District, Davis Fund Board, Wasatch Front Regional Council, South Davis Recreation District Board, Legislative Affairs Chamber of Commerce and the Utah League of Cities and Towns). He loves representing and advocating for Bountiful in these positions and he loves seeing the difference that local government can make in the lives of individuals and local businesses.

PRIOR YEAR SUCCESSES – MR. GARY HILL

Mr. Gary Hill invited the Council and the Staff to reflect on the projects, events and policies of the past year that they are proud of or that were important. Some of the topics discussed were: the

Bountiful City Communication Plan, the hiring of Lloyd Cheney as City Engineer, the Day/Mabey house solution, the Coats for Kids Car Show, the rebuilding of transformers at the 138 KV substation, the no-fee solution to the recycling issue, the interlocal agreement to build an Ice Ribbon, the Downtown Zone changes, the new Downtown Plaza project, the Truth in Taxation process, the high school parking solution, the completion of a 2MGD water treatment plant in Mueller Park, the opening of Creekside Park, the new 1.5 million gallon reservoir on 400 North, the implementation of our new online business license renewal system, the replacement and upgrade of all the City's network equipment over the last three years with increased cybersecurity, and the implementation of yearly employee service projects.

The meeting was paused for a ten-minute break, and then reconvened at 11:04 a.m.

CITY PROJECTS AND INTIATIVES - STAFF

Mr. Gary Hill presented the Council with a table of City Projects and Initiatives, asking them to select ones they feel are priorities and would like to talk about as a group, at which point Staff contributed information about those projects and helped answer questions the Council might have. Updates were given on a number of projects around the City:

Cheese (Twin Hollow) Park improvements: Last year the City contracted with a tree removal company to get rid of the invasive Russian olive trees and this year those trees will be replaced with other trees that are more park-friendly. The City has committed to fix the crack in the pickle-ball courts (this will be a temporary fix of grinding it down and filling it in with a polymer) until the courts can be completely replaced (and possibly add a couple more). It won't be the most beautiful solution, but it will make the courts safer to play on once again. The next RAP tax authorization in a few years will probably help in part to fund a major overhaul of the park, but until then improvements will stay fairly minimal. The baseball/softball field in the park will remain as it is, because it enables multi-sport use, and it isn't in high demand for baseball.

Dog park planned for 2019: Construction will start on a dog park in Bountiful as soon as the weather improves. Costs primarily involve concrete, fencing, and improvements to the water fountains for the animals. Around $40,000 has been set aside from the RAP tax project list for this project. It will be located at Brickyard Park.

Main Street Improvement Project: Some of the Main Street improvement plans have been put on temporary hold due to the Alphagraphics expansion and remodel that is currently underway. It is hopeful that parking improvements will be possible in the FY 2020 budget. Putting more parking in front of the Alphagraphics building will serve all of the surrounding buildings and is very much needed.

Updating Main Street Holiday Lighting: With the opening of the new Downtown Plaza this coming Fall/Winter, it was asked if plans could be made to have more holiday lighting along Main Street. Compared to Kaysville and Centerville, Bountiful's lights aren't as impressive. Currently, any holiday lighting along Main Street is put up by the business owners, with the Power Department employees take care of the City Hall campus decorations only. The power capacity of the outlets along Main Street may be a constraint, but if all of the lights were LEDs, that could potentially support more lights being strung. One of the issues is that other cities often have an off-season, in which their Streets employees string lights, but Bountiful's Streets employees are busy year-round and don't have the weeks and months it takes to string and unstring lights on trees every year. A less labor-intensive option of stringing lights on the light poles instead of the trees was suggested as a possibility. It was decided that this should be added to a future work session to discuss all the options.

The Trails Master Plan: The Trails Committee is getting ready to roll out a survey to residents about when, where and how often they use the current trails, etc. They will also host an open house from March to April to get more community input about the master plan. Mueller Park is an interesting problem, because it is on federal land, so any changes made to its trail systems require an environmental study. It gets a lot of use from hikers, mountain bikers and equestrians, and much could be done to improve trail sharing problems. Some bridges will be put up in Holbrook Canyon next year, along with several other improvements that will enhance the Bountiful trail system for all kinds of users.

Renaissance Town Center Pad A development: This site has been permitted and work has begun which is exciting. There is still some question about what ratio of residential to commercial use development should be permitted in that spot for optimum benefit for the neighborhood and the City. The developers have been working with the Planning Department on this issue, and the Council should expect to see final plans for this project within the next two to three months.

Main Street Façade Grant: The application period is now closed, and there were nine applicants in total. The RDA board will go through the applicants and present a recommendation to the Council for who should receive the grant money. They have given themselves 60 days to make a decision, and the project must be completed by the end of 2019. The City has the option of awarding one grant of $50,000 or two grants of $25,000 each.

Naming the new Downtown Plaza: Because the Plaza will be in use this fall/winter, it is a priority to figure out a process for naming the Plaza as soon as possible. The Council discussed ways to go about naming it, and it was decided that doing a public contest was probably not the best idea. Best practices would include making sure the Plaza has a name that gives people an idea about where it is, and that has strong ties to the City of Bountiful. One idea given, in order to help generate excitement over the Plaza opening, is to go around to the elementary schools in Bountiful to tell them about it and ask the kids what they think it should be named. The Council asked that we put this on a work session agenda in the near future so that they could keep working on it.

The meeting was paused for a one-hour lunch, and then reconvened at 1:03 pm.

DAY OF SERVICE – MR. GARY HILL & COUNCILMAN SIMONSEN

Councilman Simonsen presented to the Council and Staff a potential "Day of Service" for the residents of Bountiful. He feels that it would help develop "buy-in" from the residents for this great City. Questions on how this would be best implemented were discussed. One idea is to have this be a day that we simply encourage all the residents of Bountiful to go out and serve their community and find projects in their own neighborhoods. Another idea is to have the City identify projects that they could use resident's help with and plan a day that they organize the supplies and use volunteer labor to complete them. Another idea that several other cities in the US have adopted is called "Paint Your Heart Out", where volunteers help paint two or three houses in the city that belong to people who are unable to do it themselves. Or some sort of hybrid model could be considered, where the City sponsors some projects, but also encourages everyone to get out and help in some way.

Some projects that were identified as potential City-sponsored service projects include painting fire hydrants, cleaning up parks, cleaning up Main Street, painting bridges, working at the cemetery, helping with trail improvements, cleaning up Bountiful Pond, etc. If we do City projects we would need to have City Staff supervising, which will be a lot of work for Staff. It will probably be most successful on a Saturday morning, which will require Staff to rearrange their weekly

schedule so that no one has to work overtime. Timing will also be an important factor; the time of year the projects are done will determine which ones are possible.

Perhaps a link could be put on the website to ask residents to share ideas of what projects might be beneficial, also use the website to allow people to sign up for the different projects and to disburse needed information about the projects, as well as encourage participation on social media, and/or have it be a contest. Local retailers might want to participate with prizes. Councilmembers think it is a good idea to start a Day of Service in Bountiful and want to discuss how to implement it further at a work session.

ECONOMIC DEVELOPMENT UPDATE – MR. CHAD WILKINSON

Mr. Chad Wilkinson went through several economic development sites in Bountiful and gave an update on the progress of each one. He talked about the Carrington Place housing development, the Creekside Senior Living Center, Culver's Restaurant, the 4th North office building, the IHC Bountiful Clinic expansion project, the Hepworth 12-plex, Alphagraphics' expansion and remodel, the Beck flex-space and Mountain West Gymnastics building on 500 West, Quick Quack Carwash, the Stone Creek subdivision, the Eggett subdivision, and a new Boxing Gym that's opening adjacent to Downeast.

Mr. Wilkinson also discussed the rollout of the City's online business license renewal stating that about one-third of the City's businesses had already taken advantage of this new service. The online renewal process will save time for both the business and City employees.

The meeting was paused for a ten-minute break and then reconvened at 2:33 pm.

PUBLIC ART PROGRAM – MR. GARY HILL

Mr. Gary Hill led a discussion on a public art program for the City. Examples of public art from various cities were shown as examples of what public art looks like and how different themes could be incorporated. Public art can be used to draw people to specific locations and help bring community events. Public art can aid in a community's identity and tourism. Members of the Council and Staff shared their experiences with public art.

Mr. Hill asked the Mayor and Councilmembers what concerns or thoughts they have about a public art program. Items that were part of the discussion were: costs and funding sources, quantity and style of art, what type of art is selected and who gets to make that decision, could there be potential partners with the City in such an art program, vandalism and theft, how the public could be involved in an art program, possibly allocating a percentage of each large capital project to the public art program. It was pointed out that the City does already have some efforts in public art such as Summerfest and chalk art.

Councilmembers are very open to a public art program and will look to staff for future considerations of how to begin this process.

RESIDENT ENGAGEMENT – MR. GARY HILL & COUNCILWOMAN HARRIS

Councilwoman Harris began the discussion of resident engagement through providing opportunities to be useful and serve. She discussed current committees, commissions, and volunteer opportunities and mentioned that she has been approached by residents looking for opportunities to serve.

Councilwoman Harris encouraged Staff to consider opportunities to involve the public in a way to aid the City in its responsibilities.

Mr. Gary Hill reminded the Council of an outreach in the past to seek advice on such resident-engagement activities being carried out in the operations of other municipalities. One of the main comments received in the feedback, and mirrored the experience of City Staff, was that you should make sure that a need drives the creation of a city-sponsored committee or commission.

Staff discussed based on their experiences the pros and cons of such resident committees and commissions. Staff recommended that one-time task forces could be a useful way to both involve the public and fulfill a City need.

TRUTH IN TAXATION FOLLOW-UP – MESSRS. GALEN RASMUSSEN & TYSON BECK

Mr. Galen Rasmussen revisited the process and procedures conducted as part of the raising of property taxes in August of 2018 and fulfilling the State requirements of Truth-in-Taxation. The Mayor and Council then discussed their overall perceptions that they were happy with the process and that they felt those that wanted to understand the context and why behind the property tax increase were given good explanatory information.

Mr. Tyson Beck reviewed the thoughts that the City Council expressed in the May 22, 2018 work session to make the Truth-in-Taxation an annual process in an effort to ensure financial stability of City operations and public involvement. The thoughts were to go through the process annually to allow the residents to get accustomed to the process but to only increase taxes when warranted. Mr. Rasmussen then asked if this was still the Council's direction for Staff. The general consensus of the Council was that they did want to go through the Truth-in-Taxation process annually.

Mr. Beck outlined that the City's property taxes had previously not been raised for 18 years, which has eroded through inflation the buying power of the City's property taxes. Additionally, the City's financial policy has traditionally been to fund capital and operational expenditures on a 'pay-as-you-go' basis rather than regularly bonding for ongoing operations or larger infrastructure projects. This financial policy does require a more regular property tax increase than every 18 years as reserves must be built up in years with fewer infrastructure projects. Graphs were presented showing stagnant reserve balances, increased use of the City's sales taxes to fund operations rather than building capital expenditure reserves, and the volatility of sales taxes due to the economy.

Staff recommended that besides going through Truth-in-Taxation annually that the City make raising the property taxes a more regular process. The Council was asked how regularly they would like to see a property tax increase. Comments included: making sure we look at all revenue sources before raising taxes such as potentially increasing the transfer from the Power Department, it is good to keep our property tax revenues caught up with inflation, and incremental increases to property taxes are better than large one-time increases. The general consensus of the Council and Mayor was that they did want to raise property taxes on a more regular basis but that Staff should review the need annually as part of the budgeting process and recommend to the Council when an increase was needed.

ADJOURN

Councilman Knight made a motion to adjourn and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Higginson, Knight and Simonsen voting "aye". The meeting was adjourned for the day at 4:08 p.m.

_____

Mayor Randy Lewis

_____

City Recorder

Minutes of the
BOUNTIFUL CITY COUNCIL
Friday, February 8, 2019

Present:	Mayor	Randy Lewis
	Councilmembers	Kate Bradshaw, Kendalyn Harris, Richard Higginson, John Marc Knight, Chris Simonsen
	City Manager	Gary Hill
	Assistant City Manager	Galen Rasmussen
	City Attorney	Clinton Drake
	City Planner	Chad Wilkinson
	City Engineer	Lloyd Cheney
	Finance Director	Tyson Beck
	Parks Director	Brock Hill
	Power Director	Allen Johnson
	Water Director	Mark Slagowski
	IT Director	Alan West
	Storm Water/Streets Director	Gary Blowers
	Human Resources Director	Shannon Cottam
	Police Chief	Tom Ross
	Recording Clerk	Maranda Hilton

Others in attendance:

JRCA Architect	Jim Child
JRCA Architect	Scott Holmes
JRCA Staff	Annette Coleman

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.

Friday Session – 9:00 a.m.
Hyatt House – 140 South 300 West, Salt Lake City, 84101

WELCOME PLEDGE & PRAYER – MAYOR LEWIS

Mayor Lewis opened the meeting at 9:00 a.m. Mr. Galen Rasmussen led everyone in the Pledge of Allegiance and Councilman Chris Simonsen gave a prayer.

CITY HALL REMODEL - JRCA ARCHITECTS

The time was turned over to the lead architects of the City Hall remodel project (Jim Child and Scott Holmes of JRCA Architects) to show the Council and Staff the latest plans for the building remodel.

Mr. Jim Child reviewed the basic building functions and priorities given to JRCA by City Staff and the City Council that were used to develop the drafted designs of the remodel. Some of the remodel goals were: help staff and City operations, improve building security, create more public space, eliminate entrance and building navigation confusion, etc.

Mr. Scott Holmes showed the drafted designs and discussed each area of the building to illustrate how the designs worked to fulfill the functions and priorities provided to JRCA. Some of the design changes were: new security measures for employee-only space, ability to lock down employee-only space allowing after-hours use by the public, façade changes, ADA compliance upgrades, elimination of East-facing public entrance, etc.

The Mayor asked the Council if there was any interest in changing the name from the traditional 'Bountiful City Hall'. The Council felt that it was a topic worth discussing and asked Staff to bring the topic back in a work session.

The Council and Mayor had a few comments for JRCA and overall were pleased with the renderings and floorplans presented.

The meeting was paused for a fifteen-minute break and was reconvened at 11:00 am.

TEMPORARY RELOCATIONS AND MOVING SCHEDULE – MR. LLOYD CHENEY

Mr. Lloyd Cheney informed the Mayor and Council of the City Hall remodel timeline and plans as well as the timeline for the relocation of City Hall employees.

City Hall is expected to be under construction between 12 to 18 months and all departments in City Hall will need temporary locations. The HR and IT departments will be relocated to the Water Department building. The Legal and Administrative departments will be relocated to the Public Safety building. All other City Hall departments will be relocated to a leased property located at 150 North Main Street.

The move out of City Hall will happen in phases but all departments are anticipated to be relocated by April 15th of this year.

Mr. Cheney then began a discussion on the anticipated budget for the City Hall relocation and remodel. He began by referring to the City Hall use and needs analysis performed by GSBS in 2014. That analysis showed that to remodel City Hall and bring it to current code would cost approximately $6.5 million. That analysis didn't include upgrades to IT networks, audio-visual components, relocation costs, design and engineering costs, or contingency costs.

The estimates that have come back from our general contractor/general construction manager for the City Hall remodel and relocation total $7.7 million. Mr. Cheney explained that given the use and needs analysis total of $6.5 million in 2014, and given the items that were missing from that analysis, the $7.7 million seems like a reasonable budget for this project. Included in that budget is ground-source HVAC equipment that is anticipated to payback the added cost of the upgraded equipment through energy efficiency.

Mr. Cheney asked the Mayor and Council to support the recommended City Hall remodel and relocation budget of $7.7 million as presented. There was some discussion about the upgraded ground-source HVAC equipment verses the conventional system. Staff's recommendation was to include the upgraded equipment as its durability and efficiency should provide the payback expected. Councilmember Knight made a motion to accept the $7.7 million budget to renovate City Hall

recommended by Staff and Councilmember Simonsen seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Higginson, Knight and Simonsen voting “aye”.

ADJOURN

Councilman Simonsen made a motion to adjourn seconded by Councilwoman Bradshaw. The motion passed with Councilmembers Bradshaw, Harris, Higginson, Knight, and Simonsen voting “aye”. The meeting was adjourned at 11:57 a.m.

_____

Mayor Randy Lewis

_____

City Recorder

Minutes of the
BOUNTIFUL CITY COUNCIL
February 12, 2019 – 6:30 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Kate Bradshaw, Kendalyn Harris, John Marc Knight, Chris Simonsen
	City Manager	Gary Hill
	Finance Director	Tyson Beck
	City Engineer	Lloyd Cheney
	Water Director	Mark Slagowski
	Recording Secretary	Maranda Hilton
Excused:		Councilman Richard Higginson

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

Work Session – 6:30 p.m.
Planning Conference Room

Mayor Lewis called the meeting to order at 6:31 p.m. and welcomed those in attendance.

LEGISLATIVE UPDATE – MR. GARY HILL

Mr. Gary Hill presented an update on bills before the Utah Legislature that would have an impact on Bountiful City as follows:

Sales Tax Base Expansion and 50/50 Distribution Formula

- No plans have currently been released
- Multiple issues to be discussed before we can know the impact on cities
  - 1st – what will be added to the sales tax base?
  - 2nd – What State offsets will be made?
  - 3rd – What will legislative leadership propose to local rates?
- Other considerations:
  - Revenue-neutral for the State, "no windfall" for locals
  - Revenue neutral vs impact neutral
  - Changing the distribution formula a priority for House leadership, not so much for Senate leadership.

SB 34 Affordable Housing Modifications (Anderegg)

- This ULCT-supported bill enhances Moderate Income Housing Plan requirements. Additions include requiring cities to include a variety of strategies from a legislated list in order to be eligible for Transportation Improvement Fund Program (TIF) funds.

SB 52 Secondary Water Metering Amendments (Anderegg)

- Require all pressurized secondary water systems to be metered by 2030.
- Water suppliers (like Bountiful Irrigation), must finance 50% of the cost themselves
- Issues:
    - Cost of conservation (through this program) is much less expensive than developing new sources ($2,000 per acre-foot vs $15,000 per acre-foot)
    - Water producers will profit from conservation by reselling water

SB 90 Political Signs Amendments (Weiler)

- Would prohibit local governments from prohibiting or removing political signs from parking strips in residential zones.
- The bill failed in committee, but may be brought back up.

SB 107 Nuisance Ordinances for Municipalities (Fillmore)

- Prohibits a municipality from self-reporting a code enforcement complaint.

SB 129 Public Safety and Firefighter Tier II Retirement Enhancements (Harper)

- As drafted, would increase benefits for police and fire employees to be comparable with pre-2009 levels.
- Current draft only partially funds the costs for local government.

HB 119 Initiatives, Referenda, and Other Political Activities (Daw)

- Attempts to address: communication by cities, geographical diversity, hired signature gatherers, and clarify when the courts can determine administrative vs. legislative actions.

The work session of the City Council was adjourned at 7:00 p.m.

Regular Meeting – 7:00 p.m.
City Council Chambers

Mayor Lewis called the meeting to order at 7:06 p.m. and welcomed those in attendance. Ammon Erickson from Boy Scout Troop #3448 led the Pledge of Allegiance; Todd Hilton, 1st Counselor in the Bountiful Stone Creek Stake Presidency, offered a prayer.

PUBLIC COMMENT

Mayor Lewis opened up the meeting for Public Comment at 7:10 p.m.

Mr. Joe Crane (1622 Canyon Oaks Circle) stood and spoke about the history and future of the Val Verda arch.

Mr. Ron Mortensen (3032 South 400 West) stood and commented on the water metering bill that is being considered in the legislature.

Mr. Mark Minnis (349 West 300 North) stood and spoke about inadequate off-street parking

Mr. Eric Egenolf (Partner, Process Studio, 3055 S. Grace Street, Salt Lake City) stood and spoke about parking in the downtown zone and asked the City to reevaluate the standards.

Mr. Brian Knowlton (630 East 500 South) stood to request that the Plat A main goals and policies be reviewed and that downtown parking standards be reevaluated.

Public Comment was closed at 7:13 p.m.

APPROVE MINUTES OF PREVIOUS MEETING – JANUARY 22, 2019

The Mayor asked for a motion to approve the minutes of the previous meeting held on January 22, 2019. Councilwoman Harris made a motion to approve the minutes and Councilman Simonsen seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

COUNCIL REPORTS

Councilwoman Bradshaw had no report.

Councilman Simonsen reported about the "Superbowl of Caring" for the food pantry, that the Scouting for Food drive is on March 16, and CERT training starts on March 7.

Councilwoman Harris had no report

Councilman Knight commented on the awesome snow plowing done by Bountiful City employees.

BCYC REPORT

There was no report from the BCYC

CONSIDER APPROVAL OF:

A. WEEKLY EXPENDITURES >$1,000 PAID JANUARY 14, 21 & 28, 2019

B. DECEMBER 2018 FINANCIAL REPORT

The Mayor asked for a motion to approve the weekly expenditures greater than $1,000 and the December 2018 Financial report. Councilwoman Harris had a question about an item on the expenses regarding the a/c unit at the police building. Mr. Lloyd Cheney explained that it was changing the location of the unit because of IT equipment. Mayor Lewis also mentioned the amount of salt purchased this winter to keep the roads clear from the snow.

Councilman Knight made a motion to approve the expenditures paid January 14, 21 & 28, 2018 and the December 2018 Financial Report and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

CONSIDER APPROVAL OF THE PURCHASE OF 7,000 FEET OF 8" PIPE FROM FERGUSON WATERWORKS IN THE AMOUNT OF $50,830 – MR. MARK SLAGOWSKI

Mr. Slagowski explained that each winter the Water Department prices pipe and that if purchased now, the City could save 50 cents per foot. The proposal up for approval is for the lowest of three bids. There was discussion about the how the price has already gone up again.

Councilwoman Bradshaw made a motion to approve the purchase of the pipe and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

CONSIDER APPROVAL OF THE AMOUNT OF $59,290 TO REPLACE CALDER WELL – MR. MARK SLAGOWSKI

Mr. Slagowski explained that close to four years ago, the Water Department realized that Calder Well was wearing out. A video of the well was sent to Water Well Redevelopments in California and it was determined that the well needed to be re sleeved or re drilled at some point. To fix the well temporarily, a pump will be built to deal with the sand that is being produced due to the deterioration of the well and make the water source operable until it can be fixed permanently. It will also prevent the City from having to buy water through the next two summers which should offset the cost for the repairs.

Councilman Simonsen made a motion to approve the amount and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

CONSIDER PRELIMINARY AND FINAL SITE PLAN APPROVAL OF THE CREEKSIDE SENIOR LIVING PARKING LOT EXPANSION – MR. CHAD WILKINSON

Mr. Lloyd Cheney explained to the Council that Creekside's parking lot expansion has been approved by the Planning Commission and is needed for parking for Creekside employees. The parking lot development plans meets the requirements in the Code.

Councilman Knight made a motion to approve the preliminary and final site plan for the parking lot expansion and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

CONSIDER APPROVAL OF A PROPOSAL FROM STAKER-PARSON FOR THE 2019 ASPHALT OVERLAY PROJECTS AT THE UNIT PRICES SUBMITTED IN THE PROPOSAL – MR. LLOYD CHENEY

Mr. Cheney explained in preparation for the work that is coming up during the summer, bids were obtained for a large project of street maintenance and structural overlays. Sections of Main Street and 200 West Street from 1800 South to 2600 South, and 1800 South from Orchard Drive to 1300 East were identified as candidates for this project. There is heavy traffic on each of these roads and they are very important in the City. Councilwoman Harris asked if 200 West and Main Street will be worked on at the same time. Mr. Cheney replied that they will be separate projects. He also explained that the infrastructure is in good shape underneath those roads.

Councilwoman Harris made a motion to approve the proposal and Councilman Simonsen seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting "aye".

CONSIDER APPROVAL OF RESOLUTION 2019-01 REGARDING AN INTERLOCAL COOPERATION AGREEMENT FOR A REDISTRIBUTION OF 911 TAXES FROM DAVIS COUNTY TO BOUNTIFUL CITY – MR. TYSON BECK

Mr. Beck presented the interlocal agreement and explained that Bountiful City recently took over dispatching services for Centerville City which entitles Bountiful to receive the 911 taxes allocated for Centerville City's dispatching. The tax has been sent to Davis County who handled Centerville's dispatching previously. The allocation is determined by a formula established by the State. At the suggestion of the Tax Commission who cannot determine the number of 911 calls that come from the Centerville City jurisdiction, Bountiful has reached an agreement with Davis County for the fair redistribution of 911 taxes.

Councilman Knight made a motion to approve Resolution 2019-01 and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting “aye”.

ADJOURN

Mayor Lewis asked for a motion to adjourn the meeting. Councilman Simonsen made a motion to adjourn and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting “aye”.

The regular meeting of City Council was adjourned at 7:56 p.m.

_____

Mayor

_____

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > $1,000 paid February 4, 11 & 18, 2019
Author: Tyson Beck, Finance Director
Department: Finance
Date: February 26, 2019

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding $1,000 paid February 4, 11 & 18, 2019.

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid February 4, 2019

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
1059	AIA CORPORATION	Streets	104410	448000	Operating Supplies	1,650.00	207283	RDA2373068	Logo for Jackets & Coats
1164	ANIXTER, INC.	Light & Power	535300	448636	Special Equipment	7,155.25	207287	4133179-00	Phasing Supplies
1164	ANIXTER, INC.	Light & Power	535300	448636	Special Equipment	10,135.00	207287	4132018-00	5x Meter Phasing Kits
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	5,268.80	207288	54V97119	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	5,268.80	207288	54V97219	Tree Trimming
9488	CHRISTENSEN AUTO LLC	Water	515100	474500	Machinery & Equipment	6,317.00	207297	02042019	2019 20' Tilt Trailer
2076	EN POINTE TECHNOLOGI	Legislative	454110	472100	Buildings	2,253.35	207308	93362676	Server Project // Customer # 1018402
2076	EN POINTE TECHNOLOGI	Legislative	454110	472100	Buildings	7,887.36	207308	93360323	Server Project/ Customer # 1018402
2329	GORDON'S COPYPRINT	Legislative	104110	422000	Public Notices	1,786.80	207314	029520	Feb. 2019 Newsletter & Folded
6959	JANI-KING OF SALT LA	Light & Power	535300	424002	Office & Warehouse	1,775.00	207326	SLC02190069	Custodial Services for February 2019
8635	LARSEN LARSEN NASH &	Legal	104120	431100	Legal And Auditing Fees	1,050.00	207333	01312019	Legal Fees
2920	LEFAVOR ENVELOPE COM	Treasury	104143	429050	Util Billing Supplies	1,346.73	207334	163389	Envelopes
2920	LEFAVOR ENVELOPE COM	Treasury	104143	429050	Util Billing Supplies	1,357.13	207334	163390	Envelopes
8404	MAIN STREET INVESTME	Legislative	454110	472100	Buildings	8,779.50	207339	0242019	Rent for March 2019 fir Temporary City Hall
3032	MAXWELL PRODUCTS INC	Streets	454410	474500	Machinery & Equipment	61,222.61	207340	5511	Street Pothole/CrackSealer Machine appd bu Council
3245	NATIONAL LEAGUE OF C	Legislative	104110	421000	Books Subscr & Mmbrshp	3,927.39	207346	140266	Member Dues #000004402O
3541	PRECISION CONCRETE C	Streets	104410	473400	Concrete Repairs	70,304.13	207353	UT79507JT-A	Concrete Cutting
10586	ROCKY MOUNTAIN RECYC	Recycling	484800	431550	Recycling Collectn Service	12,880.33	207363	944109	Recycling Approved by Council 11/27/2018
3790	RURAL WATER ASSOC OF	Water	515100	423000	Travel & Training	2,470.00	207364	37419854	RWAU 2019 Annual Conference
4263	TROUB'S PRINTING & S	Treasury	104143	429050	Util Billing Supplies	4,060.61	207380	M1380	Utilities Paper
4533	WEBER BASIN WATER CO	Water	515100	461400	Purchase Of Water	11,004.67	207391	0057951-IN	2018 Overuse/ Leased Water
4815	WESTERN STATES CIRCU	Light & Power	535300	448639	Substation	3,950.00	207393	1881-19RA	Rebuild VCP Breaker
10370	XTELESIS	Computer Maintenance	616100	429200	Computer Software	7,990.00	207396	37135	Cylance Endpoint Protection for 3 years
					TOTAL:	$ 239,840.46			

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid February 11, 2019

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
5368	ACE DISPOSAL INCORPO	Recycling	484800	431550	Recycling Collectn Service	35,052.64	207397	02012019	January 2019 Recycling Fees
1473	BROKEN ARROW INC	Streets	104410	441100	Special Highway Supplies	20,713.12	207408	29281	Road Salt
1889	DAVIS COUNTY GOVERNM	Police	104210	431600	Animal Control Services	7,960.87	207422	92417	Jan 2019 Animal Control Service
5281	DOMINION ENERGY UTAH	Light & Power	535300	424002	Office & Warehouse	1,038.76	207425	02042019C	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Water	515100	427000	Utilities	1,685.91	207425	02042019A	Acct # 9591363682
5281	DOMINION ENERGY UTAH	Streets	104410	427000	Utilities	1,709.26	207425	02042019G	Acct # 3893910000
5281	DOMINION ENERGY UTAH	Light & Power	535300	448613	Plant	1,801.56	207425	02042019C	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Police	104210	427000	Utilities	2,478.33	207425	02042019K	Acct # 3401140000
5281	DOMINION ENERGY UTAH	Light & Power	535300	448611	Natural Gas	9,652.20	207425	02042019M	Natrual Gas Acct # 6056810000
2537	HOSE & RUBBER SUPPLY	Streets	104410	425000	Equip Supplies & Maint	1,963.18	207441	672365-001	Bulk Hose & Fittings for the Shop
7803	J-U-B ENGINEERS, INC	Water	515100	472100	Buildings	8,519.03	207446	0119522	Project #83-16-044 Bountiful Water Treatment Plant
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	2,436.87	207451	3549	Patching
2896	LARRY H. MILLER	Water	515100	425000	Equip Supplies & Maint	1,713.33	207452	350323	Parts and Service
3193	MOUNTAIN STATES INDU	Streets	104410	425000	Equip Supplies & Maint	1,050.00	207464	27089	Service on the John Deere
3195	MOUNTAINLAND SUPPLY	Water	515100	448400	Dist Systm Repair & Maint	1,848.71	207465	S102881475.002	Misc. Parts
3195	MOUNTAINLAND SUPPLY	Water	515100	448400	Dist Systm Repair & Maint	5,312.28	207465	S102881475.001	Misc. Parts and Supplies
10592	PROBUILD CONSTRUCTIO	Water	515100	472100	Buildings	63,250.00	207475	1	Holbrook Booster Station Project
5553	PURCELL TIRE AND SER	Streets	104410	425000	Equip Supplies & Maint	2,729.04	207478	2878464	Loader Tires
3832	SALT LAKE MAILING &	Treasury	104143	429050	Util Billing Supplies	40,000.00	207486	02112019	Printing & Mailing Utility Bills
3835	SALT LAKE WHOLESALE	Police	104210	445100	Public Safety Supplies	8,031.11	207487	51991	Police Gun
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	18,248.40	207497	0286580	Fuel
10105	UTAH DISASTER KLEENU	Liability Insurance	636300	451150	Liability Claims/Deductible	4,281.42	207501	SI-17336	Claim Water // Job # 481374-REP
4450	VERIZON WIRELESS	Water	515100	428000	Telephone Expense	1,029.11	207503	9823275169	Acct # 442080322-0001
4450	VERIZON WIRELESS	Police	104210	425200	Communication Equip Maint	1,480.67	207503	9822790386	Acct # 771440923-00001
4450	VERIZON WIRELESS	Light & Power	535300	448641	Communication Equipment	2,025.52	207503	9823263308	Acct # 371517689-00001
4456	VIRGINIA TRANSFORMER	Light & Power	535300	474710	CIP 01 138KV Trans Substation	383,832.00	207504	54417	Final Payment on Transformer #2 Sub Project
9363	WIGEN WATER TECH	Water	515100	472100	Buildings	45,239.39	207507	20933	Project # C-3429-0417 // PO # 83-16-044
7732	WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	1,895.00	207508	102442	Janitorial Cleaning for Jan. 2019
					TOTAL:	$ 676,977.71			

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid February 18, 2019

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	1,893.28	207513	55K47019	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	4,197.60	207513	55V94919	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	5,268.80	207513	55V94819	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	6,099.68	207513	55K46919	Tree Trimming
1507	BURT BROTHERS TIRE I	Parks	104510	425000	Equip Supplies & Maint	1,087.50	207521	3-54725	Tires
1602	CDW GOVERNMENT, INC.	Police	454210	472100	Buildings	1,036.05	207523	QZQ8352	Black Box 1000 Ft Giga Case
1602	CDW GOVERNMENT, INC.	Police	454210	472100	Buildings	3,108.15	207523	QXN1001	I.T. Parts
2055	ELECTRICAL CONSULTAN	Light & Power	535300	448643	Easements	1,750.00	207533	79421	Easments Willa Nova
9275	ENVIRONMENTAL PLANN	Legislative	454110	473100	Improv Other Than Bldgs	4,770.97	207534	9378	Professional Services for January 2019
9275	ENVIRONMENTAL PLANN	Legislative	454110	473100	Improv Other Than Bldgs	36,779.80	207534	9379	Professional Services for January 2019
2495	HJ ARNETT INDUSTRIES	Light & Power	535300	448636	Special Equipment	1,116.30	207540	INV70475	Super Beast Tester
2501	HOGAN & ASSOCIATES C	Legislative	454110	473100	Improv Other Than Bldgs	236,139.71	207541	1	Application #1 Bountiful Downtown Plaza Jan. 2019
4917	KNOWLTON, BRIAN	Storm Water	494900	453100	Interest Expense	1,414.93	207552	228105	Permit #S-9371-08
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	9,355.83	207572	INV1113401	Pole Testing
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	10,669.61	207572	INV1104028	Pole Testing
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	10,935.94	207572	INV1104564	Pole Testing
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	11,387.36	207572	INV1109652	Pole Testing
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	11,456.87	207572	INV1108985	Pole Testing
10026	OSMOSE UTILITIES SER	Light & Power	535300	448632	Distribution	11,736.05	207572	INV1110772	Pole Testing
3812	SAFETY SUPPLY & SIGN	Light & Power	535300	448636	Special Equipment	1,463.40	207578	167566	Safety Panels
4216	TIRE WORLD	Light & Power	535300	448635	Vehicles	1,022.88	207589	81006	Tires
4229	TOM RANDALL DIST. CO	Golf Course	555500	425100	Special Equip Maintenance	1,346.98	207590	0286405	Fuel
					TOTAL:	$ 374,037.69			

City Council Staff Report

Subject: 575 Feeder Rebuild, Hunt Electric Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 26, 2019

Background

We have been working on the Feeder 575 upgrade over the past year. We have already installed a new underground line from approximately 2600 South along 300 West to 3100 South. The next step is to re-build the overhead section which runs along 200 West between 1800 South and Penman Lane. This phase will include replacing 17 poles and installing new overhead wires or re-conductoring this section. The re-conductoring process involves moving the three existing overhead wires to temporary arms, installing three new 600 amp overhead wires, and removing the existing wires off of the new poles. This process allows the line crews to perform most of the work while the wires are energized and minimizes the number and duration of power outages or disruptions to the customer. This project is scheduled to start on March 18, 2019 and will take approximately 4 weeks to complete.

Analysis

The invitation to bid was sent out to 4 Line Construction Contractors and we have received 3 sealed bids. The results of the bid opening are as follows.

Contractor	Local Office	Total Bid	Schedule
Hunt Electric	**Salt Lake City, Utah**	**$147,844**	**March**
Cache Valley Electric	Salt Lake City, Utah	$163,760	March
Probst Electric, Inc	Heber City, Utah	$228,796	March

Department Review

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

Significant Impacts

We have budgeted $450,000 in the current 2017-18 fiscal budget, account number 535300-474820 for this project. The work will all be within budget..

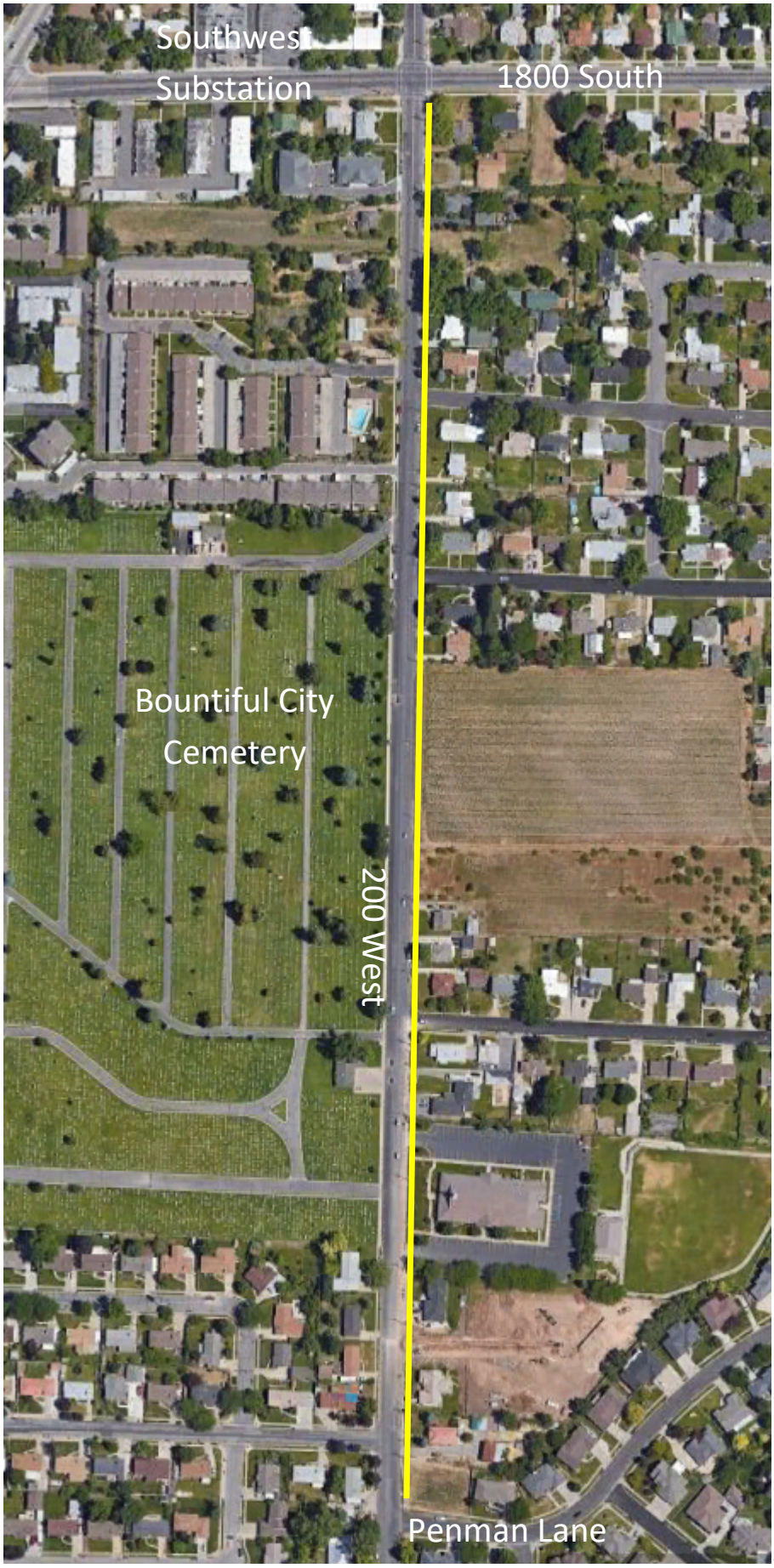
Recommendation

The Power Commission and Staff recommend the approval of the bid from Hunt Electric for a total of $147,844.

Attachments

Map

Feeder 575



New Overhead Power line

City Council Staff Report

Subject: 1100 URD Cable Purchase Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 26, 2019

Background

Our inventory of 1100 URD Primary cable is running low, and we need to purchase some to replenish it. The cable will be used on several feeder upgrade projects on our system this spring and summer.

Analysis

This underground cable is a 600 amp jacketed cable with one third neutral and has a 40 year warranty. It is manufactured by Okonite and is a single source item. Codale Electric Supply is the single source for this cable in the state of Utah.

Distributor	Manufacture	Price per ft.	Total Cost for Cable	Delivery
Codale Electric Salt Lake City, Utah	Okonite	$7.92	$61,776	Stock in SLC

Department Review

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

Significant Impacts

This cable will be purchased and placed into inventory until it is needed on the system.

Recommendation

The Power Commission and Staff recommends the approval of the purchase of 7,800 feet of 1100 URD cable from Codale Electric Supply for a total of $61,776.

Attachments

None

City Council Staff Report

Subject: Asplundh Tree Experts Contract Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 26, 2019

Background

We currently have two full time three man tree trimming crews from Asplundh Tree Experts performing electrical line clearance throughout Bountiful City. With these two crews and Bountiful's in house crew we are able to maintain utility standard line clearances in a three year cycle City wide. We have been able to lower the number and frequency of tree related power outages significantly since we incorporated the three year tree trimming schedule.

Asplundh's contract expires with Bountiful City June 30, 2019. In the original contract Bountiful City has the option for multiple 12 month extensions at no more than a 4% increase to labor and equipment.

Analysis

We have asked Asplundh Tree Experts to renew their current contract with the City. They have agreed to renew for a three year extension. With the first and second year at a 4% increase each year. For the third year they have proposed a 2.5% increase on labor only or an effective rate of 2%.

Our current contracted hourly rate is $131.72 for each crew. Proposed rates are as follows:

Contractor	Hourly Rate Per Crew	Yearly Total both Crews
Asplundh Tree Experts/2019-2020	$136.87 per hour	$569,379.20
Asplundh Tree Experts/2020-2021	$142.34 per hour	$592,134.40
Asplundh Tree Experts/2021-2022	$145.13 per hour	$603,740.80

Asplundh will supply all the necessary personnel, vehicles, hand tools, ropes, and safety equipment to handle all tree trimming and removal projects.

Department Review

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

Significant Impacts

Asplundh's costs are budgeted on an annual basis included into the distribution account 535300-448632.

Recommendation

The Power Commission and Staff recommend the approval of the three year extension for Asplundh tree Experts for approved hourly rate not to exceed $589,379.20 for fiscal year 2019-20, $592,134.40 for fiscal year 2020-21 and $603,740.80 for fiscal year 2021-22.

Attachments Contract extension proposal.

ASPLUNDH
8581 W. Kelton Lane, Ste 209 Peoria, AZ 85382 Off 623-390-0930 Fax 623-930-0960

February 6, 2019
Mr. Jess Pearce
Bountiful City Light & Power 198 S. 200W.
Bountiful, UT 84010

RE: Contract Amendment - Extension

Dear Mr. Pearce,

Asplundh Tree Expert, LLC. appreciates the opportunity we have had to work with Bountiful City Light & Power. As our current contract is set to expire on June 30, 2019, we would like to amend the existing contract dated April 14, 2014, with the proposal to include two-twelve (12) month extensions to begin on July 1, 2019 and a third-twelve (12) month option. All labor/equipment will increase 4% on July 1, 2019, and 4% on July 1, 2020. We have offered a third-year option; on July 1, 2021 with an increase of 2.5% on labor only.

Proposed extensions and rate schedule:

July 1, 2019 – June 30, 2020

Labor & Equipment	Straight Time Rate	Overtime Rate
A1/A2 Crew (Non-ISA Arborist)	$136.87	$173.39

Labor Rates	Straight Time Rate	Overtime Rate
Foreperson (Non-ISA)	$41.78	$56.51
Climber/Trimmer	$36.14	$48.51
Grounds person	$29.07	$38.49

Equipment	Straight Time Rate
Split Dump	$16.40
Pick Up	$9.29
Drum Chipper	$4.19

July 1, 2020 – June 30, 2021

Labor & Equipment	Straight Time Rate	Overtime Rate
A1/A2 Crew (Non-ISA Arborist)	$142.34	$180.33

Labor Rates	Straight Time Rate	Overtime Rate
Foreperson (Non-ISA)	$43.45	$58.77
Climber/Trimmer	$37.59	$50.45
Grounds person	$30.23	$40.03

Equipment	Non-ISA Rate
Split Dump	$17.06
Pick Up	$9.66
Drum Chipper	$4.36

July 1, 2021 – June 30, 2022

Labor & Equipment	Straight Time Rate	Overtime Rate
A1/A2 Crew (Non-ISA Arborist)	$145.13	$184.06

Labor Rates	Straight Time Rate	Overtime Rate
Foreperson (Non-ISA)	$44.54	$60.24
Climber/Trimmer	$38.53	$51.71
Grounds person	$30.98	$41.03

Equipment	Straight Time Rate
Split Dump	$17.06
Pick Up	$9.66
Drum Chipper	$4.36

We appreciate the opportunity to submit this proposal to Bountiful City for tree trimming services and hope that it meets your approval.

As we have in the past, Asplundh Tree Expert, LLC. will remain dedicated to the future of our relationship with Bountiful and the customers you serve.

Bountiful City:	Asplundh Tree Expert, LLC:
X_____	**X**_____
_____	_____
Title	**Title**

City Council Staff Report

Subject: Double Reel Wire Trailer Purchase
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 26, 2019

Background

In our current equipment fleet we have a 1974 Double reel wire trailer. This trailer is used to transport and install overhead and underground cable throughout our electrical system. This trailer is not large enough and was not designed to handle the size of reels that 1100 compact primary URD wire requires.

Analysis

We have found a trailer that would meet our needs to transport the increased wire reel size and still be able to be used within the tight areas we find within the City. We have requested a proposal from Brooks Brothers Trailers for a double turret reel wire trailer. This trailer is a specialized trailer that will handle the size and weight of our new reels. The trailer has a turret feature that allows us to spin the reels in the direction needed. This becomes a benefit in tight locations or on roadways, by keeping our equipment out of the way and by spinning the directional turrets we can fit into tighter places and avoid safety conflicts with our employees and traffic. Another feature it has is a built in hydraulic take up and payout system. This system allows a hydraulic pump to spool or unspool the reels. Currently this is done by manual labor and each reel weighs approximately 3,600 lbs.

Supplier/Manufacturer	Office Location	Total Price	Schedule
Brooks Brothers Trailers	**Troy, Missouri**	**$50,545**	**90 Days**

Department Review

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

Significant Impacts

This trailer is currently not identified in our capital vehicles budget, but we had planned on including it in our 2019-20 budget. We would like to purchase it this year to relieve the stress on next year's budget. Our current Capital Vehicle has a remaining balance of approximately $25,000 after we purchased the identified items. We would like to use these funds with the additional funds coming from the contingency fund to purchase of the new double reel wire trailer.

Recommendation

The Power Commission and Staff recommends the approval of the purchase from Brooks Brothers Trailers for a new double turret reel wire trailer at a total of $50,545.

Attachments; (1) Pictures.

Brooks Standard

City Council Staff Report

Subject: 671 Feeder Americom Contract Extension
Author: Allen Ray Johnson
Department: Light & Power
Date: February 26, 2019

Background

Due to new developments in Bountiful we are in need of boring conduits along 300 South between 100 West and 100 East for the Alpha Graphic project. In March 2018 we requested bids from several boring contractors to install conduits throughout the city. Americom was the contractor selected and they have finished all the installs from the original bid package. In August we extended their contract to install more conduits for a distribution feeder as well as streel lights. We have had great success working with Americom and we would like to extend their contract. Therefore, to minimize the inconvenience to residents, to limit the restoration of property, and to expedite this project, we have requested an additional bid from them to install these conduits. Attached is a map that shows the area in which we will be installing a new conduit for the Feeder 671. Listed below is the project site and bid.

Analysis

Bore Description	Account	Bid Price
300 South West Distribution Feeder	Distribution	$81,843

Department Review

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

Significant Impacts

This work is identified in the FY 2018-19 budgets and is within the identified budget. Alpha Graphic will be paying for their potion of the line relocation or approximately $30,000 and the remainder of the betterment will be funded from the Distribution Capital account.

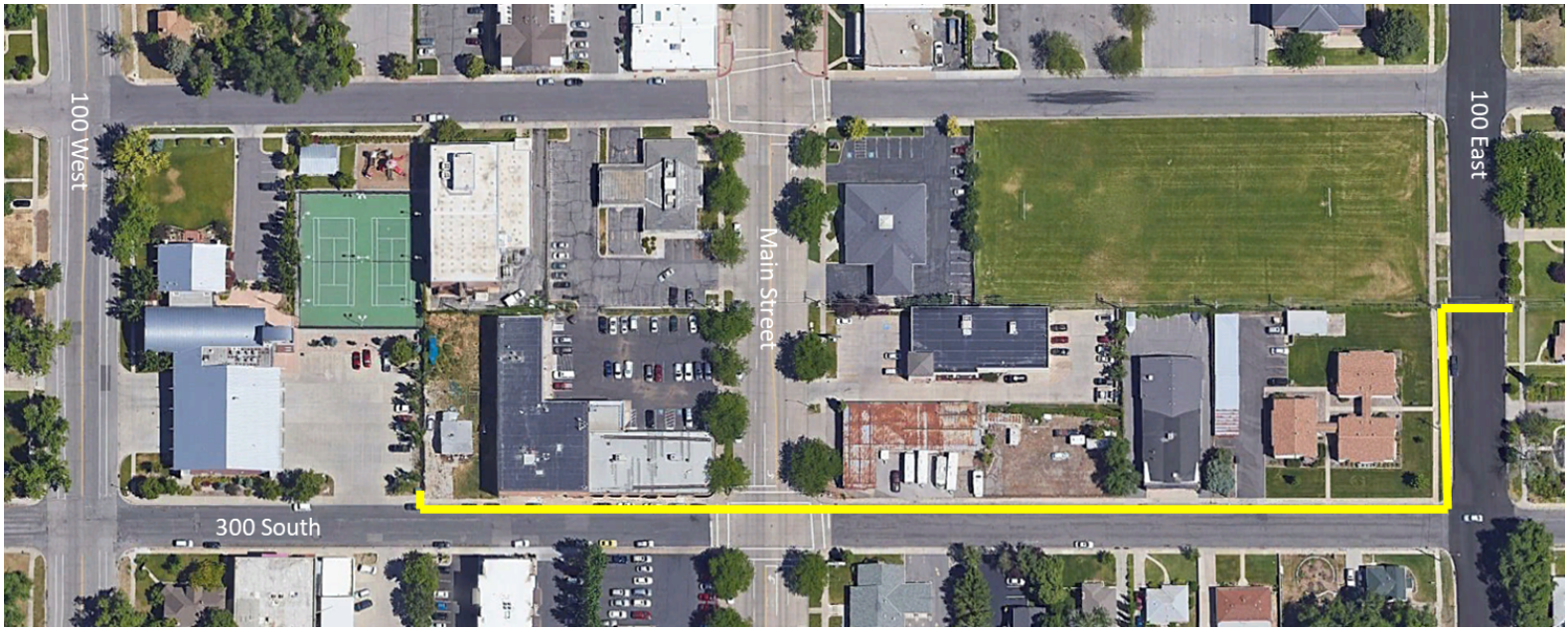
Recommendation

Power Commission and Staff recommend the approval of Americom Technology for the amount of $81,843 to install the conduits for the Feeder 671 upgrade.

Attachments

Map Feeder 671 Upgrade

Feeder 671



Bore Path

City Council Staff Report

Subject: Transformer Bid Approval
Author: Allen Ray Johnson
Department: Light & Power
Date: February 26, 2019

Background

Our inventory of pad mount transformers is running low, and we need to purchase some to replenish it. The transformers will be used to replace damaged or leaking transformers on the system and future construction projects throughout the City.

Analysis

Invitations and a request to submit a bid were sent out to two (2) major suppliers to submit a bid for the purchase of single transformers for the following transformers.

24 - 50kva single phase Pole mount
2 - 25kva single phase Pad
1 - 500kva three phase Pad
2 - 167kva single phase Pad
24 - 50kva single phase Pad

We received and opened sealed bids from two (2) different suppliers on February 13, 2019 at 11:00 a.m. The results are as follows:

Distributors/Manufacture	Transformer type	Delivery	Total Cost
Anixter Power Solutions GE/Prolec Salt Lake City, Utah	Single and three phase O.H. & pad mounts	**7-13 weeks**	**$126,281.00**
Anixter Power Solutions *Ermco* Salt Lake City, Utah	Single and three phase O.H. & pad mounts	8-12 weeks	$134,897.00
Anixter Power Solutions *Cooper* Salt Lake City, Utah	Single and three phase O.H. & pad mounts	8-15 weeks	$141,386.00
Northern Power Howard *Centerville, Utah*	Single phase overhead & pad mounts	8–10 weeks	$127,338.00 * No bid on the 500KVA 3-phase

Department Review

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

Significant Impacts
On February 13, 2019, we reviewed the bids for the transformers. Northern Power did not submit a completed bid or include the 3-Phase 500KVA transformer.

These transformers will be purchased and placed into inventory until needed.

Recommendation
The Power Commission and Staff recommend the approval of the bid to Anixter representing GE/Prolec transformers for the **53** transformers for the sum of **$126,281**.

Attachments None.

City Council Staff Report

Subject: Osmose Pole Contract Extension
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 26, 2019

Background

In order for our power system to be more safe and reliable, we have contracted with Osmose Utility Services to test, inspect, and treat our wood distribution poles for the sum of $160,000. Osmose is currently working and testing our Distribution and Transmission poles within the City. They have inspected, tested, and treated approximately 3,700 distribution poles. This quote is to test the approximately 1,300 poles remaining on our system which will require an additional $70,000. Upon completion of this project we will have full condition reports as well as GPS locations of all BCLP owned poles except for the Echo transmission poles.

Analysis

We requested a quote from Osmose Utilities Services Inc. to perform tests on all of the remaining poles within the city on our distribution system.

Contractor	Local Office	Total Bid	Schedule
Osmose Utilities Services Inc.	**Salt Lake City, Utah**	**$70,000**	**Current**

Department Review

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

Significant Impacts

The cost for this project will be paid for out of the account 535300-448632 Distribution maintenance and will be funded from retained earnings as the original $160,000.

Recommendation

The Power Commission and Staff recommend the approval for the additional $70,000 to the current $160,000 previously approved for Osmose Utilities Services Inc. to test our poles for the total sum of $230,000.

Attachments

None

City Council Staff Report

Subject: Preliminary Site Plan Review for construction of 11 new multifamily units in combination with an existing 12 units of multi-family residential
Author: Chad Wilkinson, City Planner
Address: 393 W 200 North
Date: February 26, 2019

Description of Request:

The applicant, Brad Kurtz, is requesting preliminary site plan approval for construction of 11 new multifamily units in combination with an existing 12 apartment units. The property consists of multiple parcels addressed from 393 to 441 W. 200 North in the RM-13 zoning district.

Background and Analysis:
The proposed development site consists of four separate properties which will be consolidated into one in order to construct an additional 11 multifamily units. The properties currently contain 12 multifamily units along with a couple of single family residential units which will be removed as a part of the development. The property is zoned RM-13 and is almost completely surrounded by multifamily residential zoning and use with the exception of one single family residence located to the center/north of the property which is not a part of this development.

The development is located on four existing parcels totaling approximately 1.8 acres. Prior to issuance of building permit, these four parcels will need to be consolidated to avoid structures crossing property lines. A number of easements cross the property which will need to be released in order to build the proposed structures. This easement release will have to be approved by the City Council prior to final approval for the development.

Access to the project will be via two driveways on 200 North. The first access is an existing drive approach at the east entrance to the property and the second is a new driveway on the west of the property. The proposed access to the existing building on the south west portion of the development will need to be revised to meet the 20 foot minimum of paved width required by Code.

The development meets the minimum parking standards based on all of the units being two bedroom units. It is understood that four of the existing units are 3 bedroom units which require an additional half space per unit. However the applicant has provided enough spaces to cover the additional parking needed for these units. The plan also provides at least one covered parking space for each unit as required by ordinance.

The project consists of a mix of two and three bedroom units. There are four existing 3-bedroom units and eight 2-bedroom units in the existing portion of the development. Each of the new 11 new units will have two bedrooms. The proposed structures are two stories

and are less than the 35 foot maximum height for buildings in the RM-13 zone. The buildings all meet the required setbacks for the zoning district.

The applicant proposes a mix of brick and siding materials for the buildings. Current standards of the Code limit the amount siding to 50 percent of the exterior elevations. It appears that the elevations may need to be revised slightly to meet this standard. The applicant will need to either provide calculations showing that the siding does not exceed 50 percent of the exterior, or provide revised elevations with additional brick to meet this standard. The proposed buildings show private outdoor space in the form of patios on the front of each of the units. The existing units have private patios to the rear of the units. The applicant has provided an entrance on the new street facing unit in order to provide pedestrian connection to the adjacent street.

The submitted landscape plan shows the minimum 40 percent landscaping required by Code. A final landscape and irrigation plan meeting the requirements of Chapter 16 of the Land Use Ordinance and prepared by a licensed landscape architect will be required prior to building permit issuance.

Water and sewer will be extended from 200 North to serve the new units. Storm water will be detained in two detention ponds on the north side of the property and will connect to an existing 12 inch storm drain in 200 North. Final utility plans will be required to be submitted prior to final approval.

Department Review

This proposal has been reviewed by the Engineering, Power, and Planning Departments and by the Fire Marshall.

Significant Impacts

The development will have some impacts on traffic in the area. However the property is located in an area of the City where multifamily development has been planned for many years.

Recommended Action

The Planning Commission reviewed the proposal at its February 19, 2019 meeting and recommends approval of the request for preliminary site plan review subject to the following conditions:

1. Complete any and all redline corrections including but not limited to the following:

    a. Revise the access to the southwest building to show a full 20 feet of pavement width.

    b. Provide calculations showing that stucco and siding materials do not exceed 50 percent of the exterior walls of the buildings or revise the elevations to provide additional brick.

    c. Complete final design and submit plans for final approval by the Planning Commission and City Council. The following modifications shall be included in the final plans:

        i. The proposed building on the north west portion of the site shall be revised to show a separate sidewalk connection leading to the front entrance and an additional window on the street facing (north) side.

2. Prior to issuance of a building permit, complete the following:

    a. Consolidate the parcels and obtain approval of an easement release from the City Council and any other third parties as .

    b. Submit a final landscape plan meeting the requirements of Chapter 16 of the Bountiful City Zoning Ordinance.

    c. Finalize the culinary water system design and coordinate with the existing systems which serve the two existing multi-family properties.

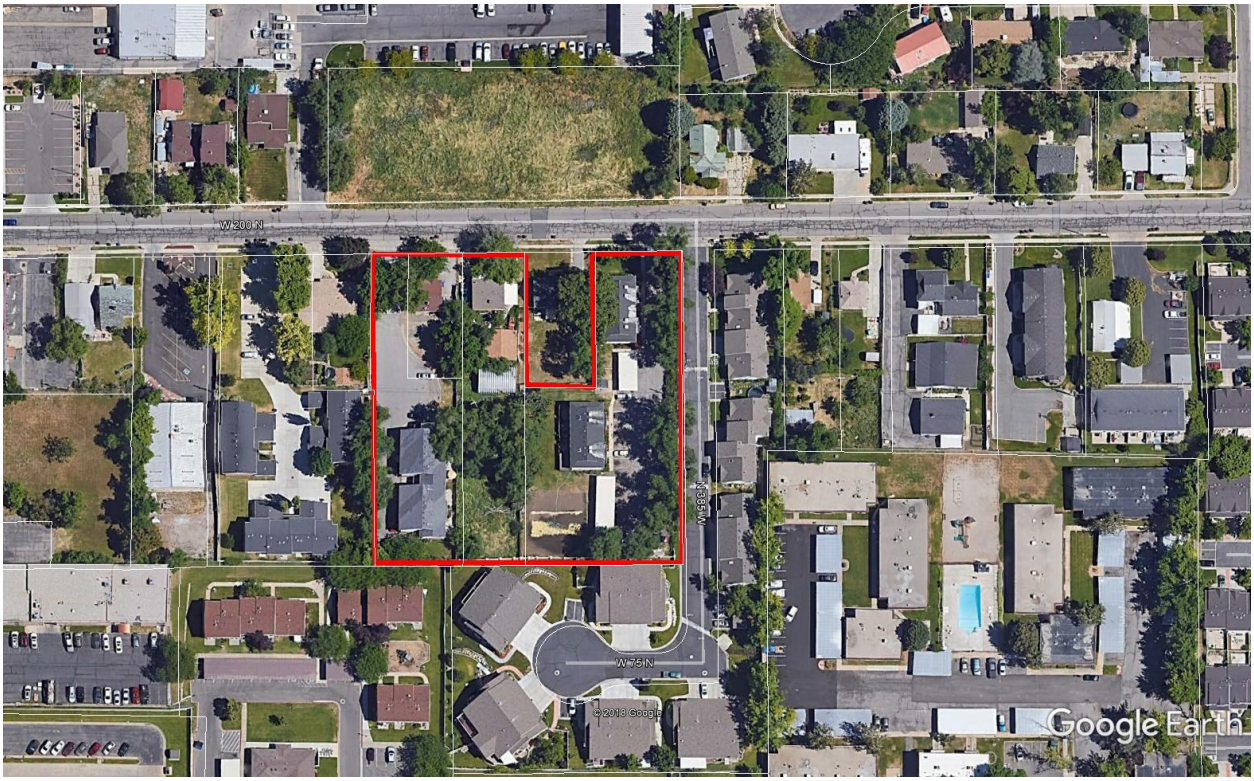
    d. Obtain Excavation Permit(s) for work in the Public Right of Way.
    Note: Bountiful's street cut moratorium runs from October 15 to April 15. This includes installation of utilities; construction of curb, gutter and sidewalk; and asphalt patching.

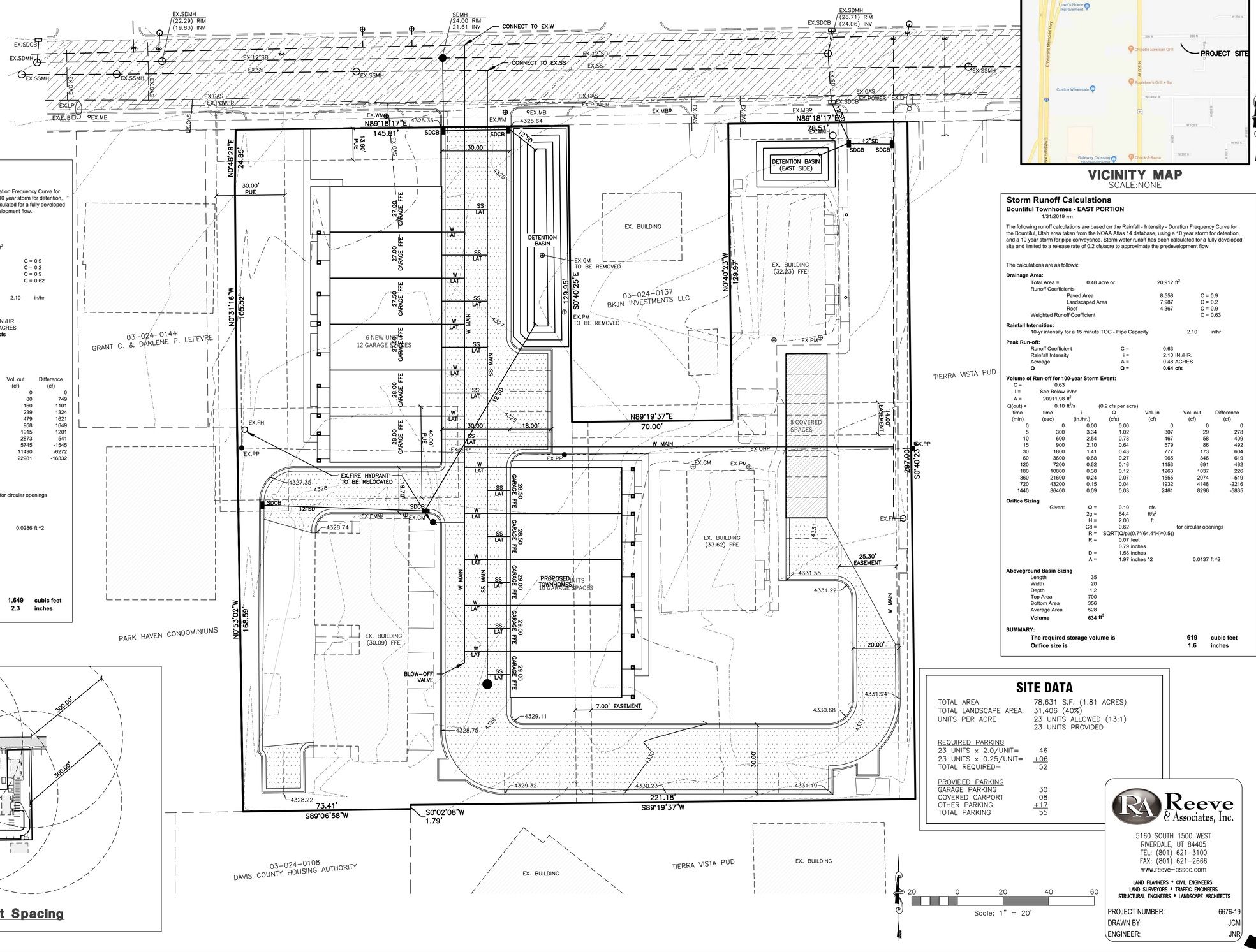
    e. Any modifications required by conditions of the Planning Commission and City Council.

Attachments

1. Aerial photo
2. Site and utility plans
3. Proposed building elevations

Aerial Photo





VICINITY MAP
SCALE:NONE

Storm Runoff Calculations
Bountiful Townhomes - WEST PORTION
1/31/2019 KHH

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Bountiful, Utah area taken from the NOAA Atlas 14 database, using a 10 year storm for detention, and a 10 year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre to approximate the predevelopment flow.

The calculations are as follows:

Drainage Area:

Total Area =	1.33 acre or	57,931 ft²	
Runoff Coefficients			
Paved Area		18,651	C = 0.9
Landscaped Area		23,419	C = 0.2
Roof		15,861	C = 0.9
Weighted Runoff Coefficient			C = 0.62

Rainfall Intensities:
10-yr intensity for a 15 minute TOC - Pipe Capacity 2.10 in/hr

Peak Run-off:

Runoff Coefficient	C =	0.62
Rainfall Intensity	i =	2.10 IN./HR.
Acreage	A =	1.33 ACRES
Q	**Q =**	**1.72 cfs**

Volume of Run-off for 100-year Storm Event:
C = 0.62
I = See Below in/hr
A = 57931.02 ft²
Q(out) = 0.27 ft³/s (0.2 cfs per acre)

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	3.34	2.76	829	80	749
10	600	2.54	2.10	1261	160	1101
15	900	2.10	1.74	1564	239	1324
30	1800	1.41	1.17	2100	479	1621
60	3600	0.88	0.72	2606	958	1649
120	7200	0.52	0.43	3116	1915	1201
180	10800	0.38	0.32	3414	2873	541
360	21600	0.24	0.19	4200	5745	-1545
720	43200	0.15	0.12	5219	11490	-6272
1440	86400	0.09	0.08	6648	22981	-16332

Orifice Sizing

Given:	Q =	0.27	cfs
	2g =	64.4	ft/s²
	H =	3.50	ft
	Cd =	0.62	for circular openings
	R =	SQRT(Q/pi/(0.7*(64.4*H)^0.5))	
	R =	0.10 feet	
		1.14 inches	
	D =	2.29 inches	
	A =	4.12 inches ^2	0.0286 ft ^2

Underground Chamber Sizing

Chamber	SC-740
Storage/cham	74.9
storage/cap	0
# chambers	24
# end caps	6
Volume	**1798 ft³**

SUMMARY:

The required storage volume is	**1,649**	**cubic feet**
Orifice size is	**2.3**	**inches**

Storm Runoff Calculations
Bountiful Townhomes - EAST PORTION
1/31/2019 KHH

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Bountiful, Utah area taken from the NOAA Atlas 14 database, using a 10 year storm for detention, and a 10 year storm for pipe conveyance. Storm water runoff has been calculated for a fully developed site and limited to a release rate of 0.2 cfs/acre to approximate the predevelopment flow.

The calculations are as follows:

Drainage Area:

Total Area =	0.48 acre or	20,912 ft²	
Runoff Coefficients			
Paved Area		8,558	C = 0.9
Landscaped Area		7,987	C = 0.2
Roof		4,367	C = 0.9
Weighted Runoff Coefficient			C = 0.63

Rainfall Intensities:
10-yr intensity for a 15 minute TOC - Pipe Capacity 2.10 in/hr

Peak Run-off:

Runoff Coefficient	C =	0.63
Rainfall Intensity	i =	2.10 IN./HR.
Acreage	A =	0.48 ACRES
Roof	C =	0.9
Q	**Q =**	**0.64 cfs**

Volume of Run-off for 100-year Storm Event:
C = 0.63
I = See Below in/hr
A = 20911.98 ft²
Q(out) = 0.10 ft³/s (0.2 cfs per acre)

time (min)	time (sec)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0	0	0
5	300	3.34	1.02	307	29	278
10	600	2.54	0.78	467	58	409
15	900	2.10	0.64	579	86	492
30	1800	1.41	0.43	777	173	604
60	3600	0.88	0.27	965	346	619
120	7200	0.52	0.16	1153	691	462
180	10800	0.38	0.12	1263	1037	226
360	21600	0.24	0.07	1555	2074	-519
720	43200	0.15	0.04	1932	4148	-2216
1440	86400	0.09	0.03	2461	8296	-5835

Orifice Sizing

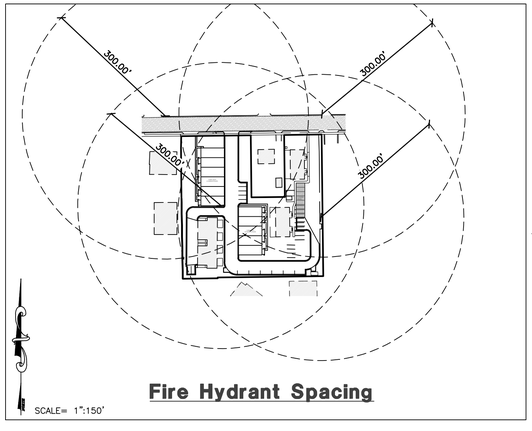
Given:	Q =	0.10	cfs
	2g =	64.4	ft/s²
	H =	2.00	ft
	Cd =	0.62	for circular openings
	R =	SQRT(Q/pi/(0.7*(64.4*H)^0.5))	
	R =	0.07 feet	
		0.79 inches	
	D =	1.58 inches	
	A =	1.97 inches ^2	0.0137 ft ^2

Aboveground Basin Sizing

Length	35
Width	20
Depth	1.2
Top Area	700
Bottom Area	356
Average Area	528
Volume	**634 ft³**

SUMMARY:

The required storage volume is	**619**	**cubic feet**
Orifice size is	**1.6**	**inches**



Fire Hydrant Spacing
SCALE= 1":150'

SITE DATA

TOTAL AREA	78,631 S.F. (1.81 ACRES)
TOTAL LANDSCAPE AREA:	31,406 (40%)
UNITS PER ACRE	23 UNITS ALLOWED (13:1)
	23 UNITS PROVIDED

REQUIRED PARKING

23 UNITS x 2.0/UNIT=	46
23 UNITS x 0.25/UNIT=	+06
TOTAL REQUIRED=	52

PROVIDED PARKING

GARAGE PARKING	30
COVERED CARPORT	08
OTHER PARKING	+17
TOTAL PARKING	55

20 0 20 40 60
Scale: 1" = 20'

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST
RIVERDALE, UT 84405
TEL: (801) 621-3100
FAX: (801) 621-2666
www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS
LAND SURVEYORS • TRAFFIC ENGINEERS
STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

PROJECT NUMBER: 6676-19
DRAWN BY: JCM
ENGINEER: JNR

PROJECT NUMBER
18140

ISSUE DATE:
DECEMBER 17, 2018

REVISIONS:

No.	Date

BOUNTIFUL TOWNHOMES
BOUNTIFUL, UTAH

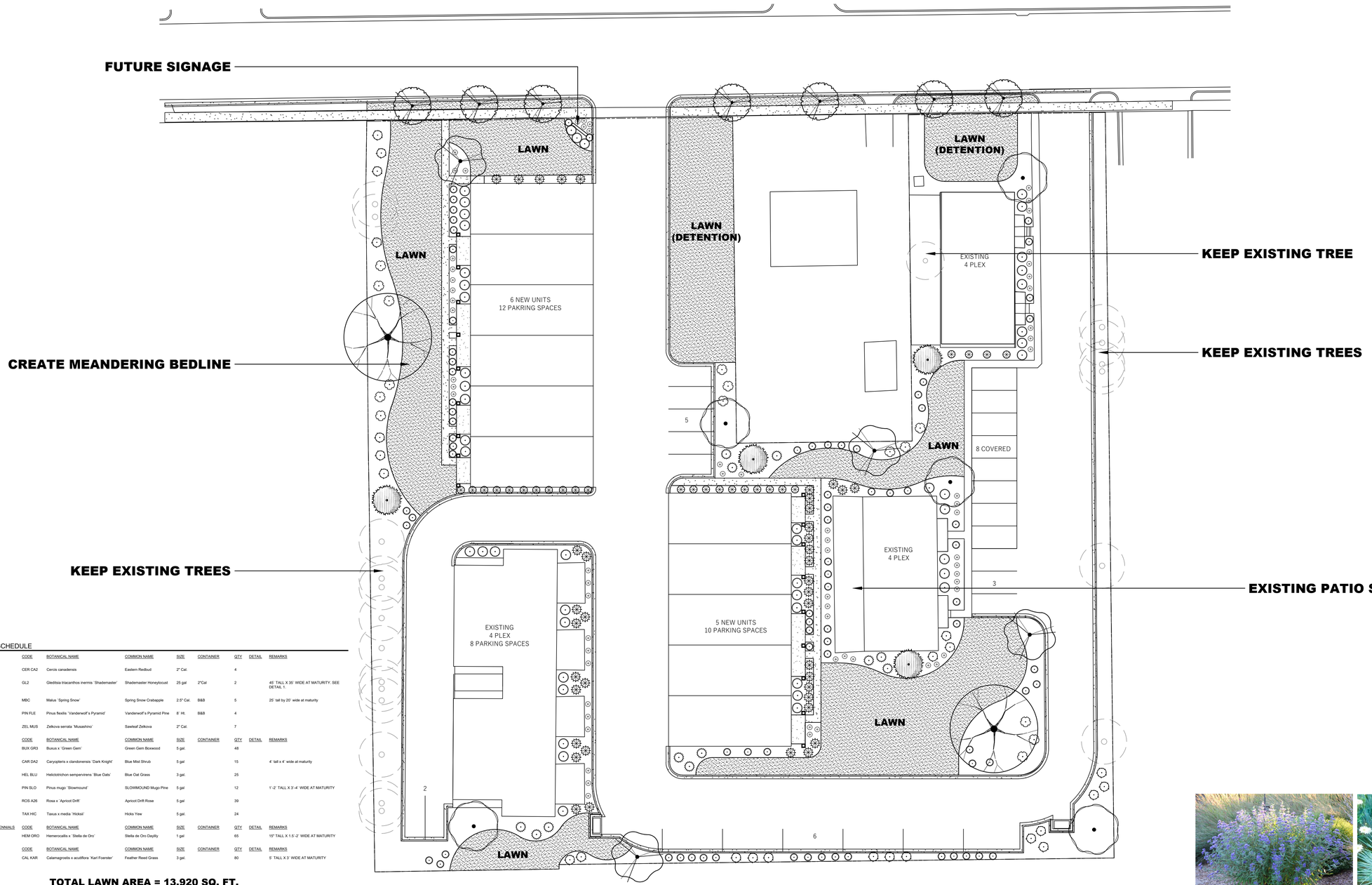
Preliminary Site Plan

C0

REGISTERED PROFESSIONAL ENGINEER
5338480
JEREMY A. DRAPER
STATE OF UTAH

JZW ARCHITECTS

© Copyright 2017 JZW Architects - The Purchaser is granted a single use license for construction only. These plans are copyrighted and are subject to copyright protection as an "architectural work" under the copyright act. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces. Under such protection, unauthorized use of these plans, work, or structure represented will result in the cessation of construction and / or monetary compensation to PRW Architecture, Inc.



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
TREES								
	CER CA2	Cercis canadensis	Eastern Redbud	2" Cal.		4		
	GL2	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honeylocust	25 gal	2"Cal	2		45' TALL X 35' WIDE AT MATURITY. SEE DETAIL 1.
	MBC	Malus 'Spring Snow'	Spring Snow Crabapple	2.5" Cal.	B&B	5		25' tall by 20' wide at maturity
	PIN FLE	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	8' Ht.	B&B	4		
	ZEL MUS	Zelkova serrata 'Musashino'	Sawleaf Zelkova	2" Cal.		7		
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	BUX GR3	Buxus x 'Green Gem'	Green Gem Boxwood	5 gal.		48		
	CAR DA2	Caryopteris x clandonensis 'Dark Knight'	Blue Mist Shrub	5 gal		15		4' tall x 4' wide at maturity
	HEL BLU	Helictotrichon sempervirens 'Blue Oats'	Blue Oat Grass	3 gal.		25		
	PIN SLO	Pinus mugo 'Slowmound'	SLOWMOUND Mugo Pine	5 gal		12		1'-2' TALL X 3'-4' WIDE AT MATURITY
	ROS A26	Rosa x 'Apricot Drift'	Apricot Drift Rose	5 gal		39		
	TAX HIC	Taxus x media 'Hicksii'	Hicks Yew	5 gal.		24		
ANNUALS/PERENNIALS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	HEM ORO	Hemerocallis x 'Stella de Oro'	Stella de Oro Daylily	1 gal		65		15" TALL X 1.5'-2' WIDE AT MATURITY
GRASSES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	CAL KAR	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	3 gal.		80		5' TALL X 3' WIDE AT MATURITY

TOTAL LAWN AREA = 13,920 SQ. FT.

BLUE MIST SPIREA


BLUE OAT GRASS


SPRING SNOW CRABAPPLE


EASTERN REDBUD


FOREST PANSY REDBUD

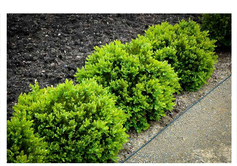

ZELKOVA


HONEYLOCUST


VANDERWOLF PINE


DRIFT ROSES


MUGO PINE


BOXWOOD


FEATHER REED GRASS


DAY LILY


YEW

PROJECT NUMBER
18121

ISSUE DATE:
DECEMBER, 2018

REVISIONS:
No. Date

KURTZ TOWNHOMES
BOUNTIFUL, UTAH

LANDSCAPE PLAN

C1.2

FAX: (801) 936-0180 135 EAST CENTER STREET, NORTH SALT LAKE, UTAH 84054 PHONE: (801) 936-1343

© Copyright 2018 JZW Architects - The Purchaser is granted a single use license for construction only. These plans are copyrighted and are subject to copyright protection as an "architectural work" under the copyright act. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces. Under such protection, unauthorized use of these plans, work, or structure represented will result in the cessation of construction and / or monetary compensation to JZW Architects.



4 A2.1 WEST ELEVATION
3/16" = 1'-0"



3 A2.1 SOUTH ELEVATION
3/16" = 1'-0"



2 A2.1 NORTH ELEVATION
3/16" = 1'-0"



1 A2.1 EAST ELEVATION
3/16" = 1'-0"

PROJEC
18
ISSU
DECE
REV
No.

KURTZ TOWNHOMES

FAX: (801) 936-0180 135 EAST CENTER STREET, NORTH SALT LAKE, UTAH 84054 PHONE: (801) 936-1343

© Copyright 2018 JZW Architects - The Purchaser is granted a single use license for construction only. These plans are copyrighted and are subject to copyright protection as an "architectural work" under the copyright act. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces. Under such protection, unauthorized use of these plans, work, or structure represented will result in the cessation of construction and / or monetary compensation to JZW Architects.



KURTZ TOWNHOMES

BOUNTIFUL, UT



KURTZ TOWNHOMES

BOUNTIFUL, UT

City Council Staff Report

Subject: Election Services and Contract with Davis County
Author: Shawna Andrus, City Recorder
Department: Executive/Legislative
Date: February 26, 2019

Background

In 2017, Bountiful City contracted with the Davis County Clerk/Auditor's office for its election services, and we had both a primary and general election for the Mayor's seat and two council seats. The total amount budgeted for the two elections was $75,000, and the actual costs were approximately $70,000. Costs were roughly proportional to what had been spent in previous years when Bountiful conducted their own elections.

This Staff Report explains similar proposed 2019 election services and recommends that we contract with the County again. A tentative contract with Davis County, a resolution for this purpose, and cost estimates are attached for your consideration and potential approval.

Analysis

County voters have done by mail elections for the last five years, with increased turnout each year. Bountiful City has not run its own election since 2007, and City staff involved in that election are no longer employed by the City. The approximate costs for the elections are as follows:

By-mail election (per election):

- Approximately $37,000 ($74,000 if there is a primary). This is an increase from the 2017 costs by approximately $1,000 per election due to increased voter turnout and postage costs.
- One vote center on election day
- Ballot drop off box at a location to be determined due to the City Hall remodel (for voters who prefer not to mail the ballot)

Since some of the expenses are shared by the 15 Davis County cities and the districts that have elections in the County, the actual costs could change, due to how many cities have primaries, whether or not a district has an election and other variables. Please note that there will be other election expenses the City will incur that will not be covered by contract with the County (some printing services, newspaper notices, and a few supplies) likely totaling around $3,000. This will be included in our annual budget for elections, but not in the contract approval.

Recommendation

I recommend the City Council approve the contract between Bountiful City and the Davis County Clerk/Auditor's office for 2019 election functions. To facilitate this, Resolution 2019-02 has been prepared for your approval.

Department Review

This proposal has been reviewed and approved by the City Recorder, City Attorney and City Manager.

Significant Impacts

This contract is anticipated to have a budget impact of up to $74,000 on the 2018-19 Legislative Department budget. Legal impact would be a contractual commitment to pay the County for services performed.

Attachments

1-Contract with Davis County Clerk/Auditors Office
2-Cost estimate for Davis County Clerk/Auditor by mail election services
3-Resolution 2019-02

INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as "County," and _____ CITY, a municipal corporation of the state of Utah, hereinafter referred to as "City." County and City may be referred to collectively as the "Parties" herein or individually as a "Party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2019 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County agrees to provide to City, if needed for the primary election in August 2019, and if needed for the general election in November 2019, the following:

    1.1. Test, program, assemble and make available to City voting machines and poll supplies;
    1.2. Provide for delivery and retrieval of voting equipment;
    1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
    1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
    1.5. Provide electronic ballot files for Optical Scan Ballots printing;
    1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
    1.7. Canvass reports;
    1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
    1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
    1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
    1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
    1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
    1.13. If required, in cooperation with the City, conduct an election audit; and
    1.14. Store all election returns for the required twenty-two (22) months.

2. City agrees to do the following:

    2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
    2.2. Enter into a polling location Hold Harmless Agreement, if needed;
    2.3. Perform Declaration of Candidacy filing;
    2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
    2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
    2.6. Perform City's legislative body poll worker approval;
    2.7. Proof and approve the accuracy of the printed and audio of ballot formats;
    2.8. Arrange and conduct election canvass;
    2.9. Prepare candidate certificates;
    2.10. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
    2.11. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.

3. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.

5. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

6. This Agreement shall continue in effect until 30 days after the 2019 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.

7. This Agreement may be terminated by any of the following actions:

    7.1. The mutual written agreement of the Parties;
    7.2. By either Party after any material breach of this Agreement;
    7.3. By either Party, with or without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
    7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

    NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE

PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.

9. City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the negligent acts or omissions of City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

10. County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of County (collectively, the "County Representatives"), agrees and promises to indemnify, save and hold harmless City, as well as City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

11. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.

12. No separate legal entity is created by this Agreement.

13. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah*

Code Ann. (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

14. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

15. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

16. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

17. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

18. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs,

labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

19. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

20. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

21. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

22. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

23. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, County is expressly authorized by City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

24. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

25. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

26. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

27. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

_____

Randy B. Elliott, Chair,
Board of Davis County Commissioners
Date:_____

ATTEST:

_____

Curtis Koch
Davis County Clerk/Auditor

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

_____

Michael Kendall
Davis County Deputy Attorney

_____ CITY

_____
Print Name:_____
Title:_____
Date:_____

ATTEST:

_____
Print Name:_____
Title:_____

The undersigned and authorized attorney of _____ City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

_____
Print Name:_____
Title:_____

EXHIBIT A

(Election Costs Schedule)

2019 General
DAVIS COUNTY ELECTION EXPENSES

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	$160.00	
Training Course(s)	$50.00	
Assistant Poll Manager	$160.00	
Training Course(s)	$50.00	
Receiving Clerk	$135.00	
Training Course(s)	$35.00	
Provisional Clerk	$135.00	
Training Course(s)	$35.00	
Ballot Clerk	$135.00	
Training Course(s)	$35.00	
Host	$125.00	
Training Course(s)	$25.00	
Alternate Poll Workers	$500.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager		
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	$8.00	
Training Creation and Preparation (Includes equipment and preparation)	$500.00	Shared with all cities/districts
Poll Worker Handbook and Supplies	$2.89	Or Actual Printing Cost
Poll Worker Training (per person)	$20.00	
Equipment		
Express Vote	$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	$15.00	
DS200	$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	$15.00	
Voting Booth Rental	$5.00	
Vote Here Signs (4 per location)	$5.00	
WIFI Connection	$61.00	
Receiving Clerk Electronic Poll Book	$75.00	
Provisional Clerk Electronic Poll Book	$75.00	
Balotar Laptop and Printer	$75.00	
Consumable Supplies		
Ballot Stock (BOD)	$0.20	
Polling Location Supplies	$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming	$100.00	
City/District set-up (cities/districts with new recorders/clerks)	$25.00	
Audio Programming	$25.00	
Public L&A Demonstration (testing, programming & demonstration)	$300.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	$1,500.00	Shared equally by all cities/districts
Election Night Security	$150.00	Shared equally by all cities/districts
Rovers Training Class	$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	$250.00	
Canvas Preparation	$25.00	
Delivery (per location)	$50.00	
Pickup (per location)	$50.00	
Drop Box Delivery	$50.00	
Drop Box Pick up	$50.00	
Web Support	$75.00	Shared equally by all cities/districts
Provisional Verification	$0.80	
Election Administration Support	$45.00	
Clerk Staff (per-hour for any additional services)	$25.00	

By-Mail Supplies and Services		
Supplies		
By-Mail Outer Envelopes	$0.06	or actual printing cost
By-Mail Inner Return Envelopes	$0.095	or actual printing cost
By-Mail Ballots	$0.28	or actual printing cost
Test Deck Paper Ballots	$2,898.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	$100.00	Shared equally by all cities/districts
Services		
Ballot set-up (per style) By IVS	$1.00	
Database Setup for Ballots By IVS	$500.00	Shared equally by all cities/districts
Database Setup for Integravote (ballot insertion) By IVS	$500.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	$0.29	or actual cost
Signature Verification and Tabulation (each returned) By County	$0.40	
Postage		
Freight to Salt Lake City for Non-Profit Rate Outbound (each)	$3,375.00	Shared by all cities based upon number of precincts
Shipping Envelopes to County	$333.95	Shared by all cities based upon number of precincts
Shipping of Test Ballots	$249.03	Shared by all cities based upon number of precincts
Postage Outbound	$0.12	Actual Postage
Postage In-Bound	$0.68	Actual Postage
Returned Undeliverable	$0.75	Actual Postage+Processing

Bountiful

2019 General
DAVIS COUNTY ELECTION EXPENSES
Estimate

Poll Worker Compensation	QTY	COST	TOTAL	Notes
Poll Manager (PM)	1	$160.00	$160.00	
Training Course(s)	1	$50.00	$50.00	
Assistant Poll Manager	1	$160.00	$160.00	
Training Course(s)	1	$50.00	$50.00	
Receiving Clerk	3	$135.00	$405.00	
Training Course(s)	3	$35.00	$105.00	
Provisional Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Ballot Clerk	2	$135.00	$270.00	
Training Course(s)	2	$35.00	$70.00	
Host	2	$125.00	$250.00	
Training Course(s)	2	$25.00	$50.00	
Alternate Poll Workers	1	$500.00	$33.33	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	$3.95	$3.95	
			$1,773.33	
Poll Worker Recruitment and Training				
Poll Worker Recruitment and Processing	10	$8.00	$80.00	
Training Creation and Preparation (Includes equipment and preparation)	1	$500.00	$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	10	$2.89	$28.90	Or Actual Printing Cost
Poll Worker Training (per person)	10	$20.00	$200.00	
		Sub Total	**$342.23**	
Equipment				
Express Vote	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	$15.00	$15.00	
DS200	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	$15.00	$15.00	
Voting Booth Rental	7	$5.00	$35.00	
Vote Here Signs (4 per location)	1	$5.00	$5.00	
WIFI Connection	0	$61.00	$0.00	
Receiving Clerk Electronic Poll Book	3	$75.00	$225.00	
Provisional Clerk Electronic Poll Book	1	$75.00	$75.00	
Balotar Laptop and Printer	2	$75.00	$150.00	
		Sub Total	**$670.00**	
Consumable Supplies				
Ballot Stock (BOD)	1003	$0.20	$200.62	
Polling Location Supplies	1	$35.00	$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	6	$25.00	$10.00	Shared equally by all cities/districts
		Sub Total	**$35.00**	
Administrative Services				
Election Programming	1	$100.00	$100.00	
City/District set-up (cities/districts with new recorders/clerks)		$25.00	$0.00	
Audio Programming	1	$25.00	$25.00	
Public L&A Demonstration (testing, programming & demonstration)	1	$300.00	$20.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	6	$500.00	$200.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	$1,500.00	$100.00	Shared equally by all cities/districts
Election Night Security	1	$150.00	$10.00	Shared equally by all cities/districts
Rovers Training Class	1	$200.00	$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	$450.00	$30.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	0	$250.00	$0.00	
Canvas Preparation	1	$25.00	$25.00	
Delivery (per location)	1	$50.00	$50.00	
Pickup (per location)	1	$50.00	$50.00	
Drop Box Delivery	1	$50.00	$50.00	
Drop Box Pick up	1	$50.00	$50.00	
Web Support	2	$75.00	$10.00	Shared equally by all cities/districts
Provisional Verification	50	$0.80	$40.12	
Election Administration Support	1	$45.00	$45.00	
Clerk Staff (per-hour for any additional services)	0	$25.00	$0.00	
		Sub Total	**$733.33**	

By-Mail Supplies and Services				
Supplies				
By-Mail Outer Envelopes	25331	$0.06	$1,519.86	
By-Mail Inner Return Envelopes	25331	$0.10	$2,406.45	
By-Mail Ballots	25331	$0.28	$7,092.68	
Test Deck Paper Ballots	1	$2,898.00	$426.94	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	$100.00	$6.67	Shared equally by all cities/districts
Services				
Ballot set-up (per style) By IVS	33	$1.00	$33.00	
Database Setup for Ballots By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Database Setup for Integravote (ballot insertion) By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	25331	$0.29	$7,345.99	
Signature Verification and Tabulation (each returned) By County	9120	$0.40	$3,648.00	
Postage				
Freight to Salt Lake City for Non-Profit Rate Outbound (each)	1	$3,375.00	$497.21	Shared by all cities based upon number of precincts
Shipping Envelopes to County	1	$333.95	$49.20	Shared by all cities based upon number of precincts
Shipping of Test Ballots	1	$249.03	$36.69	Shared by all cities based upon number of precincts
Postage Outbound	25331	$0.12	$3,039.72	Actual Postage
Postage In-Bound	9120	$0.68	$6,201.60	Actual Postage
Returned Undeliverable	1039	$0.75	$779.25	Actual Postage+Processing
		Sub Total	**$33,149.91**	
		Total Election Expense	**$36,703.81**	
		Less District Portion	**$0.00**	
		Amount Due From City	**$36,703.81**	

BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis

CITY COUNCIL
Kate Bradshaw
Kendalyn Harris
Richard Higginson
John M. Knight
Chris Simonsen

CITY MANAGER
Gary R. Hill

Bountiful City
Resolution No. 2019-02

A resolution approving an Interlocal Cooperation Agreement between Davis County and Bountiful City to jointly conduct the 2019 Bountiful municipal election.

It is the finding of the Bountiful City Council that

1. Utah Code § 11-13-101 *et seq.* authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and

2. Davis County and various cities of Davis County, including Bountiful, desire to enter into individual cooperative agreements wherein the County will provide certain election services for the City in the 2019 municipal election; and

3. It is in the best interest of the City to enter into this Interlocal Agreement in order to discharge its duty to conduct an election and to provide for the efficient use of funds and resources; and

4. This Agreement has an effective date when signed by the parties and terminating December 31, 2019; it does not create an interlocal entity; and this Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Interlocal Cooperation Agreement between Bountiful City and Davis County to jointly conduct the 2019 Bountiful municipal election.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement for and in behalf of the City.

Section 3. Implementation. The City Manager, City Recorder and other City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement.

Section 4. **Severability Clause.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its passage.

Adopted this 26th day of February, 2019

_____

Mayor Randy C. Lewis

ATTEST:

_____

City Recorder Shawna Andrus