BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, July 27, 2021
6:00 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, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, the meeting is also available to view online. The link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

6:00 p.m. – Work Session

1. Public Art Update – Ms. Rebecca Hatch
2. American Rescue Plan Act – Mr. Gary Hill
3. Bountiful City fund reserve policy discussion – Mr. Tyson Beck p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meetings held on July 13, 2021 p. 11
4. Council Reports
5. Consider approval of expenditures greater than $1,000 paid June 28, July 5 & 12, 2021 p. 19
6. Consider approval of Resolution 2021-15 authorizing a Public Safety System Interlocal Agreement – Chief Ed Biehler p. 23
7. Consider approval of the preliminary and final architectural and site plan for an office development at 390 South Main Street – Mr. Curtis Poole p. 43
8. Consider approval of the preliminary/final architectural and site plan review at 1791 Renaissance Towne Drive – Mr. Curtis Poole p. 51
9. Consider approval of a request for a private glass recycling service to operate with the public right of way (ROW) and First Amendment to Residential Curbside Recycling Service Agreement with ACE Recycling – Mr.Curtis Poole p. 75
10. Consider approval of a contract with Avid Trails for trail design and construction work – Mr. Curtis Poole p. 81
11. Consider approval of the purchase of a Dorsett Controls SCADA system in the amount of $299,707 – Mr. Kraig Christensen p. 83
12. Consider approval of the purchase of radios and antenna from UCS Wireless in the amount of $41,620 – Mr. Kraig Christensen p. 85
13. Consider retroactive approval of the purchase of a motor, pump and well casing for Calder Well in the amount of $69,762 - Mr. Kraig Christensen p. 87
14. Consider approval of Resolution 2021-14 authorizing a franchise agreement with Teleport Communciations America, LLC – Mr. Clinton Drake p. 89
15. Adjourn

Shauna Andrus
City Recorder

City Council Staff Report

Subject: Bountiful City Reserve Policy - Work Session
Author: Tyson Beck, Finance Director
Department: Finance
Date: July 27, 2021

Background

In the June 16, 2020, City Council meeting, staff presented the details of a revised reserves policy. The previous reserves policy was adopted in 1982 and was extremely outdated. In that meeting the City Council unanimously approved ordinance 2020-03 adopting the new *Fund Balance & Reserves Policy*.

This City policy put in place minimum fund balance/reserve thresholds as part of the City's overall financial goal to operate on a "pay-as-you-go" basis and to ensure the continuity of operations.

Analysis

A request has been made to review the policy specifics behind the fund balance/reserve target level of the Capital Projects Fund.

The policy states that the target reserve level for the Capital Projects Fund includes an emergency-only reserve of $12 million and a capital reserve of two fiscal years of average capital expenditures. For fiscal year 2020 that total equated to $22,131,830.

The policy and the target reserve levels were derived using various factors:

1. Bountiful City historical data. This highlighted average operational and capital needs and what reserve balances would ensure the continuity of City operations.
2. City Council policy priorities to operate "pay-as-you-go" and maintain "balanced revenue sources"
3. Bond rating agency metrics/financial health indicators
4. Government Finance Officer Association (GFOA) policy guidelines and best practices
5. State law and accounting standard requirements
6. Comparison reserve policies from other Utah local governments

This financial policy will be contrasted with a policy more focused on funding capital projects through debt financing.

Department Reviews

This staff report has been reviewed by the City Manager and comes with his approval.

Significant Impacts

The City's financial policies and the fund balance of the Capital Projects Fund.

Recommendation

Staff recommends the City's *Fund Balance & Reserves Policy* remain as the guiding reserves policy, and that the high-level financial policies of "pay-as-you-go" and maintain "balanced revenue sources" remain.

Bountiful City Fund Balance & Reserves Policy

Purpose Statement

Governmental entities have a responsibility to minimize disruptions to services. Local governments can experience much volatility in their financial stability due to the economy, natural disasters, unfunded legislative mandates, etc. Sound financial management includes the practice and discipline of maintaining adequate reserve funds for known and unknown contingencies. The establishment of prudent financial reserve policies is important to ensure the long-term financial health of Bountiful City (the City) and the continuity of its operations.

Bountiful City has long had a "pay-as-you-go" philosophy. This fund balance and reserve policy will aid in maintaining sufficient reserves to provide City operations during emergencies and avoid unnecessary debt and expense.

1. **Equity Reserve Target Levels & Conditions for Use of Reserves**
   a. **General Fund**

      Reserve Target Level

      1) At the end of each fiscal year, the City will maintain a reserved portion of unrestricted fund balance between 23 and 25 percent (%) of General Fund "Total Revenues" for the current fiscal period.

      Reserve Conditions of Use

      1) Should the actual amount of reserves fall below the targeted range, the City shall create a detailed financial plan to restore balances to the minimum requirements within three (3) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
         a. In restoring reserves to the targeted range the City's financial plan must include measures that do not jeopardize long-term capital plans or asset useful lives. Short-term reductions in infrastructure or asset maintenance expenditures at the expense of asset longevity should not be considered.
      2) The use of reserves shall be limited to unanticipated and non-recurring needs. Reserve balances shall not be used under normal operating conditions.

   b. **Capital Projects Fund**

      Reserve Target Level

      1) At the end of each fiscal year, the City will maintain a reserved portion of unrestricted fund balance equal to or greater than two (2) average fiscal years of Capital Projects Fund total expenditures plus a $12,000,000 emergency-only reserve.

Reserve Conditions of Use

1) Should the actual amount of reserves fall below the targeted range, the City shall create a detailed financial plan to restore balances to the minimum requirements within five (5) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
    a. In restoring reserves to the targeted range the City's financial plan must include measures that do not jeopardize long-term capital plans or asset useful lives. Short-term reductions in infrastructure or asset maintenance expenditures at the expense of asset longevity will not be considered.
2) The use of Capital Projects Fund operating reserves shall be limited to large and infrequent capital projects. This reserve is intended for infrastructure/asset projects with 20 to 30 year lifecycles. Reserve balances shall not be used for recurring small to moderate capital asset/infrastructure lifecycle replacement.
3) The use of the Capital Projects Fund $12,000,000 reserve will only be considered for City-wide financial emergencies or natural disasters.

c. **Enterprise Funds**

Reserve Target Level

1) At the end of each fiscal year, each City enterprise fund will maintain a reserved portion of "Unrestricted Net Position" equal to or greater than six (6) months of its total operating expenses plus one average fiscal year's capital expenses.

Reserve Target Level Exception

Should the City Council and management determine that, based on available data, a specific enterprise fund cannot operate and still maintain the reserves described above, the following will apply:

1) At least annually a report will be given to the City Council regarding the financial status of that fund.
2) As part of the annual budget process for that fund, all revenues and expenses will be reviewed in detail in order to evaluate all potential opportunities for financial improvement of the operations.
3) Any type of subsidy plan, ongoing or one-time, must be reviewed and approved by the City Council in a City Council meeting. Also any ongoing subsidy must be reevaluated by the full City Council annually.

Reserve Conditions of Use

1) Should the actual amount of reserves fall below the targeted range, the enterprise fund shall create a detailed financial plan to restore balances to the minimum requirements within five (5) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget. Progress toward reserve replacement will be provided at least annually to the City Council.
2) The use of operating reserves shall be limited to unanticipated and non-recurring needs. Reserve balances shall not be used under normal operating conditions.
3) The use of the capital reserves will only be considered for infrastructure/asset projects with 20 to 30 year lifecycles or emergency/natural disaster situations. Capital reserve balances shall not be used for recurring small to moderate capital asset/infrastructure lifecycle replacement.

2. **Equity Balance Decline Policy**

   One of the main indicators of the financial health of any operation is whether the equity balance is increasing or decreasing. The GFOA has stated: "The key consideration in analyzing net position is not so much the amount itself, as the direction and speed at which it is either increasing or decreasing." *GAFFR page 807*

   As an additional safeguard against financial deterioration, an annual fund balance and net position trend analysis will be performed and a report given to the City Council. Any City fund that has three consecutive fiscal years of declining fund balance or net position will go through the following:

   i. Management shall create a detailed financial plan to reverse the negative trend within two (2) fiscal years. The plan will be prepared and submitted for City Council approval in conjunction with the annual budget.
   ii. Progress toward trend reversal will be provided at least annually to the City Council.

   Under no circumstances is any fund of the City allowed to have more than five consecutive years of declining equity balance.

3. **Negative Equity Balance Policy**

   The guidance of State Code 10-6-117 will be implemented if any fund of the City should have a negative equity position at the close of the fiscal year. That guidance requires that 5% of the total revenue of that fund's last completed fiscal year be budgeted in the subsequent year to remediate the deficit position.

4. **Equity Balance & Reserves Policy Adoption**

   The City's policy shall be adopted by ordinance of the City Council. Any modifications to the policy must also be approved by the City Council.

5. **Prior Reserve Policy Replacement**

   This policy supersedes and replaces the policies outlined in City resolutions 1982-11 *Establishment of Reserve Funds for Certain of the Enterpise Funds of the City* and 2010-11 *Rate Stabilization Account*

Bountiful City Equity Balance & Reserves Policy Addendum

1. **Statement of Policy Purpose**

   Governmental entities have a unique responsibility to minimize potential disruptions to the essential services they provide, and as such, it is important to put in place policies designed to aid that continuity of services. Local governments can experience much volatility in their financial stability due to the economy, natural disasters, unfunded legislative mandates, etc.. Sound financial management includes the practice and discipline of maintaining adequate reserve funds for known and unknown contingencies. Such contingencies include, but are not limited to: operating cash flow requirements, economic uncertainties including downturns in the economy, local emergencies and natural disasters, loss of major revenue sources, unanticipated operating or capital expenditures, uninsured losses, future capital projects, and capital asset and infrastructure repair and replacement.

   Reserve funds are a portion of the City's equity position (e.g. fund balance or net position) that is set aside for future projects, operations, or as a hedge against risk. The Government Finance Officers Association (GFOA) states that reserves: "serve as a bottom line measure to help determine the extent to which structural balance goals are being achieved… If reserves are maintained at their desired levels, it is an indication that the organization is maintaining a structurally balanced budget. If reserves are declining, it may indicate an imbalance in the budget (e.g., if reserves are being used to fund on-going expenditures)." *GFOA Best Practice:* A*chieving a Structurally Balanced Budget*

   Equity balance reserves (e.g. operating reserves, rainy-day/contingency funds, or repair & replacement funds) are a prudent fiscal policy and an important factor in the analysis of fiscal and management responsibility. The establishment of prudent financial reserve policies is important to ensure the long-term financial health of Bountiful City (the City) and the continuity of its operations.

   The City's policy priorities (reaffirmed by the City Council and Mayor in February 2020) states that two of the top priorities (i.e. Tier 1) of the City is to operate on a "pay-as-you-go" basis and maintain "balanced revenue sources". This equity balance and reserves policy will aid in providing key financial indicators and remediation plans that can keep the City's operations following these high-level financial objectives and policies.

2. **Statement of Target Reserve Rationale**

   i. **General Fund**

   The City's General Fund is the chief operating fund of the City and provides essential services such as: executive, legislative, and administrative roles; street maintenance and snowplowing; public safety; etc.. As this fund is of such a critical nature to the overall operations of the City and potential interfund dependence on its operations, the reserve policy must be more demanding than other funds of the City.

   The GFOA recommends that governments maintain <u>a minimum</u> unrestricted equity balance (i.e. CAFR categories of "assigned", "committed", and "unassigned" fund balance) in the General Fund of "<u>no less than</u> two months of regular general fund operating revenues or regular general fund operating expenditures". *GFOA Best Practice: Fund Balance Guidelines for the General Fund.*

Additionally, Utah State code requires a General Fund minimum fund balance of 5% and a maximum fund balance of 25% of total General Fund revenues for the current fiscal period (U.C. 10-6-116(2) & (4))

ii. **Capital Projects Fund**

The Capital Projects fund is an extension of the General Fund operations as it funds the major infrastructure and equipment needs of all the General Fund departments. This fund's revenue is almost exclusively derived from sales tax revenues, which is subject to significant year-to-year fluctuations depending upon the economy and potential legislation. Additionally, this fund is critical in achieving the City's "pay-as-you-go" financial priority.

Due to the critical nature to the overall operations of the City and potential interfund dependence on its operations, the reserve policy for the Capital Projects Fund must be more robust than other funds of the City.

iii. **Enterprise Funds**

The City's enterprise funds (e.g. Power, Water, Landfill, Golf, etc.) are used to account for the City's operations that are financed and operated in a manner similar to private businesses. The goal of each enterprise fund is to cover all operating and capital expenses with customer/user fees. Occasionally, this financial self-reliance goal cannot always be achieved due to economic and market factors; however, working towards these targeted reserves should be a part of the annual budgeted process.

3. **Target Reserve Calculation Examples**

In an effort to illustrate the intent behind the reserve policies outlined, the following calculated examples are provided:

i. **General Fund**

For Fiscal Year 2019 (FY2019) the 23 to 25% range of reserve would have been from $3,642,000 to $3,958,000. For FY2019 the 5% minimum would have been $791,642.

ii. **Capital Projects Fund**

For FY2019 the reserve would have been $20,652,298

iii. **Enterprise Fund**

For FY2019 the Water Fund reserve would have been $4,004,950 for fiscal year 2019. The six-month operating portion would be $1,922,950.

4. **Policy Definitions & Implementation Clarifications**

i. For the General and Capital Projects Funds, "unrestricted fund balance" includes the CAFR categories of "committed", "assigned", and "unassigned" fund balance.

ii. The General Fund and Capital projects fund reserves would show up in the Comprehensive Annual Financial Report (CAFR) as "committed" fund balance. This is in compliance with GASB statement 54.

iii. The General Fund "Total Revenues" are already calculated in the annual CAFR and would exclude "Other Financing Sources" such as the Light & Power transfer, sale of capital assets, etc.

iv. The Capital Project's reserve policy refers to the "average fiscal years of Capital Projects Fund total expenditures". This will be calculated using a rolling average of total actual expenditures of the current and past nine fiscal years (i.e. ten-year average).

v. The Enterprise Funds reserve policy refers to the “Unrestricted Net Position”. This is a segment of each fund’s equity balance (i.e. net position) and is the “Unrestricted Net Position” balance as calculated in the annual CAFR.

vi. The Enterprise Funds reserve policy refers to the “average fiscal year capital expense”. This will be calculated using a rolling average of actual capital expenses of the current and past nine fiscal years (i.e. ten-year average).

vii. When calculating any of the reserve amounts and presenting them in the CAFR, the reserves will be rounded to the nearest thousandth.

Minutes of the
BOUNTIFUL CITY COUNCIL
July 13, 2021 – 6:00 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris R. Simonsen
	City Manager	Gary Hill
	City Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	Finance Director	Tyson Beck
	Streets Director	Charles Benson
	Power Director	Allen Johnson
	Planning Intern	Travis Lundell
	Recording Secretary	Maranda Hilton
Excused:		
	City Attorney	Clinton Drake

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 Journal and Standard Examiner.

Work Session – 6:00 p.m.
City Council Chambers

Mayor Lewis called the meeting to order at 6:01 p.m. and welcomed those in attendance.

AFFORDABLE HOUSING LEGISLATION UPDATE – MR. GARY HILL

Mr. Gary Hill explained that since the last legislative session, there have been a lot of committees with legislators and interested parties meeting to discuss affordable housing. Housing has been a high priority topic for several years as the State prepares for a drastic population increase along the Wasatch Front. Current legislative leadership in both the Senate and the House recently tasked a committee with "fixing the city problem" as it pertains to high housing costs. There is a growing worldview that local government is an obstacle to homebuilding, and Mr. Hill fears that the current housing crisis will push more and more legislation forward which will strip cities of local decision making without actually helping housing affordability. The Property Rights Coalition (PRC) has communicated that their wish list includes mandatory up-zoning of all single-family lots into multifamily lots, removal of a city's ability to designate their own zoning, allowing commercial property owners to convert properties to multi-family housing without Council consent, removal of city impact fees, putting caps on fees to recover inspection costs, removing the ability of cities to do inspections, and allowing developers to have independent inspections done. Mr. Hill then detailed a number of questions that could be asked of legislators to help in the discussion.

Councilman Higginson asked what Mr. Hill recommends. Mr. Hill answered that he thinks small meetings with our legislators, where elected officials can talk with other elected officials,

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would be the best way to start. He hopes that staff and council members can talk in detail about concerns and begin educating them about the issues seen, sharing stories with them, and providing counterarguments to the things they are hearing from the development community.

Councilman Simonsen asked about the involvement of other cities in the area and what their Councils and Mayors will be doing. Mr. Hill said that he met with other city managers about two months ago and they all have a desire to be involved, but it comes down to the actions of the elected officials. Other cities do not have the same depth of understanding that Bountiful does, but they are getting up to speed and trying to find ways to contribute to the conversation. Councilwoman Bradshaw said there is a need to help our sister cities understand the importance of these issues so that they can help shoulder some of this burden. She agreed that small meetings would be a good way for us to show our legislators how this relationship, between developers and a city, works in real life.

Councilman Higginson asked if it would be beneficial to write up a resolution and encourage other cities to do the same. Mr. Hill said that is an option, however, he feels that sharing stories with their peers might be the best way to convey our side of the issue. He explained that the state legislature is a very anecdote-driven body. The legislative session is so short that they simply do not have time to be data-driven, so stories go a long way in helping persuade and educate people. The challenge is that bad stories get used and decisions are made based off a few "bad actors". Good stories need to be shared promoting how local government is working well.

Mr. Hill clarified that Bountiful does not think that development or developers are bad. The City fully supports new development happening in the City and recognizes the rights of property owners to build and develop, as well as recognizing the rights of existing property owners and their expectation that their neighborhoods will remain similar to what they were when they bought into them. The role of local government is to balance those rights. If state legislation cripples our ability to do that, they will inevitably tip the scales in favor of one group or another.

With the consent of the Council, Mr. Hill said he would reach out to our legislators right away to set up meetings. They all agreed to help and that this was an important issue to begin working on right away.

9/11 DAY OF SERVICE DISCUSSION – MR. GARY HILL

Mr. Hill explained that the 9/11 Foundation is promoting a day of service to commemorate the 20-year anniversary of the terrorist attacks on the twin towers in New York. They hope to inspire people to go out and serve. The City started a tradition of having a day of service two years ago, and it is felt that this national movement would align nicely with the desire to have a robust day of service here in Bountiful. If the Council approves it, Mr. Hill said staff would work with emergency committees and local churches and organizations to coordinate some service projects throughout the City. One priority would be to have volunteers help with fire mitigation efforts on the eastern bench as well as projects in City parks.

Mr. Hill asked if the Council would be okay with using the Town Square as a gathering location for volunteers and a place to hand out water bottles and supplies, etc. The Council all agreed that this is a great idea, and they are okay dedicating staff time and resources toward it. They approved the use of Town Square for the event as well.

Mr. Hill said they will continue to look for ideas on how to best use the many volunteers that day. Councilman Higginson suggested that local churches be contacted to find individuals who could use help. Mr. Hill agreed as there will be more volunteers than likely would be needed on just City projects, so finding neighborhood projects is a good idea.

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The meeting ended at 6:51 p.m.

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

Mayor Lewis called the meeting to order at 7:01 p.m. and welcomed those in attendance. Mr. Mark Bryant led the Pledge of Allegiance and Ms. Sherry Figueira, Bountiful East Stake Relief Society President, offered a prayer.

PUBLIC COMMENT

The public comment section was opened at 7:07 p.m.

Mr. Mitch Davis (400 West 100 South) said that he supports the approval of Ordinance 2021-08 which will allow a curbside glass recycling business to operate in Bountiful. He has been hauling his glass to Kaysville and said that he wishes there were even mores services here, but glass is a good place to start.

Ms. Cecily Busby (1202 E Center Street) said that she also supports the approval of Ordinance 2021-08. She usually takes her glass recycling into Salt Lake County. She has been a proponent of recycling since her grade school days. She commented that the fee of $8 for the recycling bin seems high.

Ms. Claudia Lindeburg (2057 Penman Lane) asked why the City is allowing apartment buildings to be built that do not have an adequate amount of parking spaces. She mentioned 200 West specifically, stating that there were at least 20 cars parked along the sides of the road. She also spoke about the new Brighton Homes development which is only providing enough parking for their own units with no visitor parking available. She feels that street parking has become out of control.

Mr. Mark Bryant (690 East 2000 South) asked the Council what the City intends to do about the proposal from President Biden to begin a door-to-door campaign urging people to be vaccinated.

Mr. Jonathan Branham (Morgan, UT) said he would like to see a skate park erected in Bountiful that ideally has a bowl, a quarter pipe, and a ramp. He said that people often get mad at skateboarders for skating around town, but they get bored at their houses.

The public comment section was closed at 7:12 p.m.

CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD ON JUNE 8 & 22, 2021

Councilwoman Bradshaw made a motion to approve the minutes from June 8 & 22, 2021 and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

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COUNCIL REPORTS

Councilman Higginson reported that the committee reviewing fiber providers met for several hours over the past two days and interviewed four potential providers. He said the City will have good support regardless of which direction they choose to go and that Mr. Alan West will be bringing more information to the Council about it soon.

Councilman Higginson also voiced his concern about how the fire district budget committee is allowing the fire district to request a property tax increase to pay for items other than what has historically been deemed eligible in their budget. Mr. Hill asked if the Council was comfortable with him sharing this concern with the committee on their behalf. They all agreed it would be an important thing to do.

Lastly, Councilman Higginson stated that he does not feel good about supporting such a large bond for the Recreation District. He feels very strongly that one of our neighboring cities needs to "step up" and donate land for the district's expansion site. He reminded everyone that Bountiful donated land without any compensation for the construction of the recreation center several years ago. Now the City is being asked for more land and our residents will be taxed to pay for land in another city.

Councilwoman Bahr did not have a report.

Councilman Simonsen reported that the Veterans Park now has 9,000 names on the honor wall with 1,900 names having been submitted since Memorial Day. He gave some time to Richard Watson to report on the Summer Concert series.

Mr. Watson said that they have held two successful concerts so far and that over $1,000 was collected at the last concert for the Bountiful Food Pantry. He invited Mr. Brett Hart and Mr. Troy Jolley (members of Vision Band) to join him and they suggested the City construct a paved path to the side of the stage at Bountiful Park, which would cause less damage to the grass and make loading and unloading equipment a lot easier for performers.

Councilwoman Harris reported that the Historic Commission will be doing tours of the history museum on July 24th this year. She also reminded everyone about the annual business symposium which will take place on September 22nd.

Councilwoman Bradshaw reported that there have been reports of West Nile Virus this year and reminded everyone that they can request a spray from the Mosquito Abatement agency through their website. She also mentioned that they are currently hiring. She explained that the trails event that she has been planning has been moved to August 1st. She then asked Mr. Lloyd Cheney if any public outreach events for Washington Park have been scheduled yet. Mr. Cheney replied that nothing has been scheduled yet, but that they would be very soon.

BCYC REPORT

Mr. Zach Gardner reported that the BCYC was able to combine with the North Salt Lake Youth Council to hear from Justice Paige Petersen, a Utah Supreme Court Justice. The turnout was good, and it was a really good meeting.

CONSIDER APPROVAL OF:

A. EXPENDITURES GREATER THAN $1,000 PAID JUNE 14 & 21, 2021

B. MAY 2021 FINANCIAL REPORT

Councilwoman Harris made a motion to approve the expenditures and the financial report and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

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CONSIDER APPROVAL OF THE PURCHASE OF TWO INTERNATIONAL 10-WHEEL DUMP TRUCK CHASSIS FROM RUSH TRUCK CENTER AND THE PLOW, BODY AND HYDRAULICS PACKAGES FROM SEMI-SERVICE IN THE TOTAL AMOUNT OF $476,105 – MR. CHARLES BENSON

Mr. Charles Benson explained that these trucks will be used year-round as snowplows and for street maintenance. They looked at state bids and at other comparable bids in order to secure the best price. He commended Mr. Jared Edge (City Fleet Manager) for working diligently on grants and reported that the City qualifies to get $119,000 back on this purchase.

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

CONSIDER APPROVAL OF THE PURCHASE OF A FUEL/SERVICE TRUCK UPFIT FROM SM2 EQUIPMENT IN THE TOTAL AMOUNT OF $59,780 – MR. CHARLES BENSON

Mr. Benson explained that the Streets Department is due to replace their 1999 Dodge pickup truck which they use to haul fuel to equipment. They would like to transfer a vehicle that was recently replaced at the landfill and purchase a lube skid for it. This is a specialized piece of equipment which will allow them to do lube repairs and maintenance servicing out in the field.

Councilman Simonsen made a motion to approve the purchase of the fuel/service equipment and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

CONSIDER APPROVAL OF THE PURCHASE OF A PETERBILT REFUSE CHASSIS FROM PETERBILT OF UTAH AND A LABRIE REFUSE BODY FROM SIGNATURE EQUIPMENT FOR THE SANITATION DEPARTMENT IN THE TOTAL AMOUNT OF $266,988 – MR. CHARLES BENSON

Mr. Benson explained that with how much use the City's garbage trucks get, and they need to be replaced about every six years. He explained that Signature Equipment had the best price for the service body and that the City will also get a rebate of around $73,000 for the purchase of the chassis.

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

CONSIDER APPROVAL OF THE PURCHASE OF A 2022 FORD ¾-TON CREW CAB PICKUP FROM YOUNG FORD FOR THE STORM WATER DEPARTMENT IN THE AMOUNT OF $32,123 – MR. CHARLES BENSON

Mr. Benson explained that this item is a pickup truck for the Storm Water Department to be used by the Assistant Director. They took the State bid on this item.

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

CONSIDER APPROVAL OF THE PURCHASE OF A GLOBAL M4 MECHANICAL SWEEPER FOR THE STORM WATER DEPARTMENT FROM DAWSON

PENDING

INFRASTRUCTURE SOLUTIONS IN THE AMOUNT OF $311,027 – MR. CHARLES BENSON

Mr. Benson explained that it takes a variety of equipment to keep City streets as clean as possible. This sweeper is a purpose-built chassis and equipment all in one. They found it to be very superior to the other models they looked at; it has a third-arm option that can reach farther into the gutters, which they want to add on. The City currently has three sweepers and this will be the fourth.

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

CONSIDER APPROVAL OF THE PURCHASE OF A TEREX TA-400 HAUL TRUCK FOR THE LANDFILL FROM RASMUSSEN EQUIPMENT WITH THE ADDITIONAL WARRANTY COVERAGE IN THE TOTAL AMOUNT OF $478,035 – MR. CHARLES BENSON

Mr. Benson explained that this truck will be used at the landfill as a sister truck to the large-haul truck that was purchased last year. Of the three brands they looked at, the Terex is significantly less expensive and is still excellent quality. This purchase will replace two 10-wheel trucks, which will be taken to the salvage yard. They also wish to purchase the 10-year warranty.

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

CONSIDER APPROVAL OF THE PURCHASE OF A HITACHI ZW-370 LARGE WHEEL LOADER FROM RASMUSSEN EQUIPMENT IN THE AMOUNT OF $386,334 – MR. CHARLES BENSON

Mr. Benson explained that they need to replace the 2006 John Deere loader with one that has a higher lift and a large scoop to work in conjunction with these new large-haul trucks. He said that Rasmussen came through with everything needed at a good price. The old equipment will be sold at auction.

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

CONSIDER APPROVAL OF THE REQUEST FROM THE BOUNTIFUL MAIN STREET MERCHANTS ASSOCIATION TO HOLD A YEARLY SIDEWALK SALE – MR. FRANCISCO ASTORGA

Mr. Francisco Astorga explained that Ms. Leeann Jorgensen, on behalf of the Main Street Merchants Association, has asked permission to hold an annual sidewalk sale the last week of July. The sale will be located on Main Street between 400 North and 500 South. It was recently learned that sidewalk sales must be approved by the City Council according to a clause in the Land Use Code.

Councilwoman Harris made a motion to approve the Main Street Merchants annual sidewalk sale and Councilman Simonsen seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

PENDING

CONSIDER APPROVAL OF ORDINANCE 2021-08 WHICH ALLOWS PRIVATE GLASS RECYCLING AND DELEGATES THE RESPONSIBILITY OF REVIEWING AND APPROVING "SIDEWALK SALES" REQUESTS TO CITY STAFF – MR. FRANCISCO ASTORGA

Mr. Astorga explained that this Ordinance is regarding both glass recycling and sidewalk sales.

The City was approached by a glass recycling business that would like to provide a curbside service in Bountiful. Mr. Astorga said there was challenging language in the Code to overcome regarding use of the City's "Right of Way" before they could allow this new business to begin operations. His department has drafted an ordinance to help fix the problem. The final action to take is to amend our contract with Ace Recycling, which states that they have full rights to recycling in the City. Ace has already indicated that they are fine with this other business coming in, and he believes it will take about two weeks to make the amendment. They will bring the change to the next Council meeting on July 27.

Mr. Astorga added that this Ordinance will also delegate the approval of future sidewalk sales requests to Planning staff.

Councilman Higginson asked if they planned to amend the code regarding food truck businesses. Mr. Astorga answered that it was something they could talk about and get the Council's direction on. Since food trucks are not mentioned in the code, the City has been lenient about them in the past. Councilwoman Bradshaw requested that topic be brought to a work session in the future.

Councilwoman Bradshaw made a motion to approve Ordinance 2021-08 and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

CONSIDER APPROVAL OF THE BID FROM BLACK AND MCDONALD IN THE AMOUNT OF $23,815 FOR ADDITIONAL DIRECTIONAL BORING WORK IN THE TOTAL AMOUNT OF $365,866 – MR. ALLEN JOHNSON

Mr. Allen Johnson explained that they have discovered 2 more items they want to add to the workload for Black and McDonald. They won the bid for our streetlight and other utility work in the spring, but now we have a conduit on 500 South and a neighborhood with burned up streetlights that we want to add to their contract.

Councilman Higginson made a motion to approve the expanded services from Black and McDonald and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

CONSIDER APPROVAL OF THE PURCHASE OF 20 GE/PROLEC TRANSFORMERS FROM ANIXTER POWER SOLUTIONS IN THE AMOUNT OF $37,730 AND 30 PAD TRANSFORMERS FROM IRBY IN THE AMOUNT OF $62,850 – MR. ALLEN JOHNSON

Mr. Johnson explained that in an effort to keep their inventory at a satisfactory level, they want to purchase some transformers. Parts have been harder and harder to come by lately and they do not want to find themselves with low inventory. They went out to bid for 30 pad transformers and 20 pole transformers. For the pole transformers, they are asking to use the next to lowest bid from Anixter, since the lowest bid has a wait time of 24-26 weeks. For the pad transformers, they have decided to purchase a slightly different transformer than they normally do, but Irby has them in stock and they are $1,000 less each.

PENDING

Councilman Simonsen made a motion to approve the purchases and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

ADJOURN

Councilwoman Harris made a motion to adjourn the meeting and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

The regular session was adjourned at 8:07 p.m.

_____

Mayor Randy Lewis

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City Recorder

PENDING

City Council Staff Report

Subject: Expenditures for Invoices > $1,000 paid June 28, and July 5 & 12, 2021
Author: Tyson Beck, Finance Director
Department: Finance
Date: July 27, 2021

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, June 28, and July 5 & 12, 2021.

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid June 28, 2021

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
12936	ADVANCED PUMP & EQUI	Golf Course	555500	426100	Special Projects	1,010.59	222316	INVAPE11473	Sump Pump Replacement
7666	AMERICAN CHILLER MEC	Golf Course	555500	473100	Improv Other Than Bldgs	2,056.50	222319	25808	Removed the makeup Air System
7666	AMERICAN CHILLER MEC	Golf Course	555500	473100	Improv Other Than Bldgs	13,392.00	222319	25805	Removed olod RTU arange cran for New Set
11636	BLACK FOREST PAVING	Streets	104410	473200	Road Materials - Overlay	293,422.44	222321	01	Project Bountiful Overlays on Lakeview Dr.
1615	CENTURYLINK	PSAP - E911	104219	428000	Telephone Expense	3,522.28	222327	06222021	Acct # 801-578-0401 452B
2875	CURTIS BLUE LINE	Police	104210	445100	Public Safety Supplies	1,046.40	222335	PINV650855	G33 Magnifirer - Customer # C4197
1883	DAVIS CHAMBER OF COM	Legislative	104110	421000	Books Subscr & Mmbrshp	2,500.00	222336	2118003	Annual City Dues Investment
2009	DURK'S PLUMBING SUPP	Parks	104510	426000	Bldg & Grnd Suppl & Maint	1,351.93	222337	02621102	Irrigation Parts - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510	426000	Bldg & Grnd Suppl & Maint	1,478.49	222337	02618652	Wahington Park Irrigation Parts - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510	426000	Bldg & Grnd Suppl & Maint	1,486.06	222337	02613434	Wahington Park Irrigation Parts - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510	426000	Bldg & Grnd Suppl & Maint	3,061.35	222337	02608630	Wahington Park Irrigation Parts - Acct # 512
2009	DURK'S PLUMBING SUPP	Parks	104510	426000	Bldg & Grnd Suppl & Maint	8,523.26	222337	02603232	Wahington Park Irrigation Parts - Acct # 512
7212	ENTELLUS INC	RAP Tax	838300	426100	Special Projects	3,975.00	222338	52473	Project # 1190016 - North Canyon Creek Trailhead
2164	FERGUSON ENTERPRISES	Water	515100	448400	Dist Systm Repair & Maint	6,539.54	222343	1154011	Bends and Tee's - Customer # 48108
5026	GLOBAL SURVEILLANCE	Police	104210	445100	Public Safety Supplies	1,112.61	222347	GS-20901	Bountiful PD Cameras for Shooting Range
11525	GOLDSTREET DESIGNS	Water	515100	431000	Profess & Tech Services	1,638.16	222348	2426	Printing Services
2349	GREEN LIGHT BOOKING	Legislative	104110	492080	Community Events-BntflComServC	1,750.00	222351	06292021	Contract #4679 -Concert in the Park for Aug.6th
2350	GREEN SOURCE, L.L.C.	Parks	104510	426000	Bldg & Grnd Suppl & Maint	1,956.80	222352	20788	Turf Treatment 3-1-0
2350	GREEN SOURCE, L.L.C.	Golf Course	555500	426000	Bldg & Grnd Suppl & Maint	2,520.00	222352	20748	Turf Treatment
11418	HUMDINGER EQUIPMENT	Landfill	575700	425000	Equip Supplies & Maint	1,545.98	222360	26303	Misc.Parts and Supplies
5068	HUNT ELECTRIC, INC.	Light & Power	535300	448631	Hydro Transmission	19,110.58	222361	60576	Repair Echo Line - Customer # BOU006
12942	HYDRO VAC EXCAVATION	Streets	104410	473400	Concrete Repairs	7,912.50	222362	06242021	Work Done for Excavation
12942	HYDRO VAC EXCAVATION	Storm Water	494900	441250	Storm Drain Maintenance	5,295.22	222362	06242021	Work Done for Excavation
12942	HYDRO VAC EXCAVATION	Storm Water	494900	441260	Wtrway Replcment-Concrete Rpr	26,378.00	222362	06242021	Work Done for Excavation
12942	HYDRO VAC EXCAVATION	Water	515100	461300	Street Opening Expense	3,022.00	222362	06242021	Work Done for Excavation
12942	HYDRO VAC EXCAVATION	Light & Power	535300	448632	Distribution	1,450.00	222362	06242021	Work Done for Excavation
2765	JP ELECTRICAL, LC	Golf Course	555500	473100	Improv Other Than Bldgs	4,120.00	222373	W19746	Run Conduit to Pro Dest,Replaced Speaker
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	1,631.76	222375	7023	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	8,028.54	222375	7049	Overlay Canyon Crest Circles
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	9,870.51	222375	7013	Overlay - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	15,285.27	222375	7057	Overlay Canyon Crest to Millbrook
2886	LAKEVIEW ROCK PRODUC	Water	515100	461300	Street Opening Expense	2,149.97	222376	394110	Road Base - Cust # BCTY07399
2886	LAKEVIEW ROCK PRODUC	Water	515100	461300	Street Opening Expense	2,471.83	222376	394057	Road Base - Cust # BCTY07399
4844	OWEN EQUIPMENT	Storm Water	494900	425000	Equip Supplies & Maint	1,680.00	222392	00103308	Saver Sweep Sid - Acct # S1234
12519	PARAGON CONSTRUCTION	Storm Water	494900	473106	Storm Drain Construction	98,994.36	222393	1175 & 1177	Oakwood Dr. Storm Drain Work
10820	PEAK ASPHALT, LLC	Streets	104410	473200	Road Materials - Overlay	2,003.40	222394	8-468694	Tach Oil - Customer # BC17
12139	POWER WEST ENGINEER	Light & Power	535300	448650	Meters	1,500.00	222398	1177	Install Security Monitor
3541	PRECISION CONCRETE C	Streets	104410	473400	Concrete Repairs	41,060.59	222399	UT43830UM	Trip Hazards Removals
3692	RESTAURANT & STORE E	Golf Course	555500	473100	Improv Other Than Bldgs	6,600.00	222404	949427	Electric DBL Convectional Oven - Billing # 010426
3731	RMT EQUIPMENT	Golf Course	555500	425000	Equip Supplies & Maint	1,294.31	222406	P28341	Pump Change Part - Acct # BOUNT002
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	4,012.75	222417	1522952	Chlorine - Customer # 0205700
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	3,991.70	222419	0326453	Bulk Oil - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	26,365.21	222419	0326418	Fuel - Acct # 000275
4229	TOM RANDALL DIST. CO	Landfill	575700	425000	Equip Supplies & Maint	1,327.70	222419	0326376	Bulk Oil - Acct # 000138
6483	TURF SOLUTIONS, INC	Golf Course	555500	425000	Equip Supplies & Maint	2,269.09	222421	2894	Turf Supplies and Equipment
4281	TWIN D INC.	Storm Water	494900	462400	Contract Equipment	15,740.28	222422	20935	Flushing and Vacuuming Strom Drains
8521	TYR TACTICAL, LLC	Police	104210	445100	Public Safety Supplies	2,376.21	222423	Q2000092	Misc.Tools and Supplies
4341	UTAH ASSOCIATED MUNI	Light & Power	53	213130	UAMPS Annualized Accrual	877,266.27	222428	06242021	May 2021 payment for Power Resources
4401	UTAH SAFETY COUNCIL	Light & Power	535300	445201	Safety Equipment	1,621.07	222430	30300	AED Pads
7842	UTILISYNC LLC	Storm Water	494900	422000	Public Notices	2,400.00	222431	INV-1367	Div/Dept.Storm Water - Cust # Bountiful City

8325	WESTERN WATER WORKS	Water	515100	448400	Dist Systm Repair & Maint	1,481.60	222434	2103390-00	Grip Rings and Sleeves - Cust # 100743
7732	WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	2,095.00	222435	106939	Janitorial Services for June 2021
					TOTAL:	1,554,695.11			

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid July 5, 2021

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
2055	ELECTRICAL CONSULTAN	Light & Power	535300	448639	Substation	26,239.50	222448	94507	ELECTRONIC DRAWINGS FOR SE SUBSTATION
2134	FARNES, ALAN	Light & Power	535300	423000	Travel & Training	2,440.30	222450	6/30/2021	APPA NATL CONF AF REIMBURSEMENT
2727	JOHNSON, ALLEN R	Light & Power	535300	423000	Travel & Training	2,559.12	222462	6/30/2021	APPA NATL CONFERENCE, MARV MEYERS RETIREMENT
2727	JOHNSON, ALLEN R	Light & Power	535300	423002	Travel Board Members	3,895.04	222462	6/30/2021	APPA NATL CONFERENCE, MARV MEYERS RETIREMENT
12945	LAWN BUTLER	Cemetery	595900	473100	Improv Other Than Bldgs	99,990.00	222463	1	PLAT R EXPANSION
12326	PARSONS BEHLE & LAT	Liability Insurance	636300	431000	Profess & Tech Services	1,924.45	222471	1353086	CLIENT# 29728 MATTER # 001
3805	S.D.P. MANUFACTURING	Light & Power	535300	448635	Vehicles	1,761.00	222475	48515	EZ HAULER ROOPES
3862	SCHWEITZER ENGINEERI	Light & Power	535300	448639	Substation	3,110.00	222476	INV-000601390	RELAYS FOR SUBSTATIONS
3972	SOLAR TURBINES, INC.	Light & Power	535300	448614	Power Plant Equipment Repairs	3,938.60	222478	AR570040266	REPAIR TURBINE AT POWER PLANT
3972	SOLAR TURBINES, INC.	Light & Power	535300	448614	Power Plant Equipment Repairs	4,067.68	222478	AR570031910	REPAIR TURBNE AT POWER PLANT
4051	STATE OF UTAH	Landfill	575700	431300	Environmental Monitoring	7,612.79	222479	2Q2021	LANDFILL QRTLY REPORT QTR 2 2021
4217	TITLEIST	Golf Course	555500	448240	Items Purchased - Resale	1,871.26	222482	911138588	GOLF BALLS
5396	VEIGEL, LUKE	Light & Power	535300	423000	Travel & Training	1,224.89	222488	6/30/2021	APPA CONFERENCE EXPENSE REIMBURSEMENT
11111	VISION BAND UTAH	Legislative	104110	492080	Community Events-BntflComServC	1,000.00	222489	03/01/2021	MUSIC IN THE PARK CONCERT
5531	VORTEX COLORADO, INC	Light & Power	535300	448639	Substation	1,242.90	222490	33-320387	REPAIR METAL DOORS
12358	WADMAN CORPORATION	Storm Water	494900	472100	Buildings	43,957.21	222491	6/30/2021	PROJECT #WC-20-103 PERIOD TO 6/30/2021
12358	WADMAN CORPORATION	Water	515100	472100	Buildings	8,171.53	222491	6/30/2021	PROJECT #WC-20-103 PERIOD TO 6/30/2021
12358	WADMAN CORPORATION	Light & Power	535300	472100	Buildings	17,921.25	222491	6/30/2021	PROJECT #WC-20-103 PERIOD TO 6/30/2021
					TOTAL:	232,927.52			

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid July 12, 2021

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
5368	ACE DISPOSAL INCORPO	Recycling	484800	431550	Recycling Collectn Service	36,716.42	222583	07012021	June 2021 Recycling Fees
1164	ANIXTER, INC.	Light & Power	535300	448639	Substation	2,231.34	222587	4962987-00	Switch Covers - Customer # 6000052
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	4,484.80	222588	65U15521	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300	448632	Distribution	5,451.84	222588	65U15621	Tree Trimming - Customer # 025450
12998	B&M ENERGY & INFRAST	Light & Power	535300	448632	Distribution	13,665.75	222590	79-1210121	Install Conduit Distribution and Street Lights
12998	B&M ENERGY & INFRAST	Light & Power	535300	448633	Street Light	204,663.25	222590	79-1210121	Install Conduit Distribution and Street Lights
12998	B&M ENERGY & INFRAST	Light & Power	535300	474820	CIP 12 Dist Sys Feeder #575	133,750.50	222590	79-1210121	Install Conduit Distribution and Street Lights
1415	BOUNTIFUL DAVIS ART	Legislative	104110	492010	Contr-Btfl/Davis Art Ctr	30,000.00	222501	07082021	Fiscal Year 2021-2022 contribution for operations.
1415	BOUNTIFUL DAVIS ART	RAP Tax	838300	492020	RAP Tax Grant Award Payments	37,500.00	222501	07082021A	Fiscal Year 2021-2022 RAP Tax Grant award
1425	BOUNTIFUL HISTORICAL	RAP Tax	838300	492020	RAP Tax Grant Award Payments	5,061.36	222502	07132021	FY 21-22 RAP Tax Grant
1393	BTS LANDSCAPING PROD	Landfill	575700	462400	Contract Equipment	18,378.50	222592	113092	Tubgrinding for the Month of June 2021
7669	Centerpoint Theatre	RAP Tax	838300	492020	RAP Tax Grant Award Payments	18,343.31	222506	07122021	FY 21-22 RAP Tax Grant Award
11488	CENTRAL SQUARE	PSAP - E911	104219	428000	Telephone Expense	24,451.25	222598	322311	Portal OneMobile Annual Maintenance - Cust # 16803
1619	CERTIFIED LABORATORI	Golf Course	555500	425000	Equip Supplies & Maint	1,221.83	222599	7408870	Misc.Parts and Supplies - Customer # 314025
8045	ELITE LANDSCAPE SERV	Parks	104510	426000	Bldg & Grnd Suppl & Maint	18,650.00	222606	21351	Washington Park/Prep Work Irrigation
8045	ELITE LANDSCAPE SERV	Parks	104510	426000	Bldg & Grnd Suppl & Maint	19,615.00	222606	21355	Washington Park/Prep Work Irrigation
8045	ELITE LANDSCAPE SERV	Golf Course	555500	473100	Improv Other Than Bldgs	2,195.00	222606	21352	Golf Course Landscaping for the East side of Club
2349	GREEN LIGHT BOOKING	Legislative	104110	492080	Community Events-BntflComServC	1,750.00	222523	8816	Wildwood Concert in the Park Aug.6th
5458	HANSEN, ALLEN & LUCE	Water	515100	431000	Profess & Tech Services	2,775.06	222610	44680	Project 374.02.200 Calder Well from 5/16-6/15/2021
5458	HANSEN, ALLEN & LUCE	Landfill	575700	431300	Environmental Monitoring	1,490.59	222610	44645	Project 374.01.100 Groundwater Sampling 5/16-6/15
8756	IRBY ELECTRICAL DIST	Light & Power	535300	445201	Safety Equipment	7,451.00	222617	S012487894.001	Test Live Line Tools - Customer # 221694

5549	JRCA ARCHITECTS,INC	Legislative	454110	472100	Buildings	6,000.00	222618	18034-17	CA Time Spent in May and June 2021 City Remodel
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	1,091.22	222531	7109	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	1,521.00	222531	7099	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	4,371.12	222619	7078	Overlay - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	7,643.61	222619	7087	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	8,561.67	222619	7093	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	15,551.64	222619	7066	Overlay - Customer # BOUN02610
8635	LARSEN LARSEN NASH &	Legal	104120	431100	Legal And Auditing Fees	3,000.00	222620	06302021	Court Appointed Attorney for June 2021
2931	LES OLSON COMPANY	Engineering	104450	425000	Equip Supplies & Maint	1,553.00	222621	EA1036355	Maintenance - Customer # 01-BOUCI
2931	LES OLSON COMPANY	Planning	104610	425000	Equip Supplies & Maint	1,553.00	222621	EA1036355	Maintenance - Customer # 01-BOUCI
3018	MARQUEE BODY & PAINT	Liability Insurance	636300	451150	Liability Claims/Deductible	4,796.70	222623	7115	Auto Repair for Bountiful PD
3027	MATCO TOOLS	Golf Course	555500	425000	Equip Supplies & Maint	1,072.79	222624	26572	Tools - Acct # 31
3271	NETWIZE	Computer Maintenance	616100	429300	Computer Hardware	1,482.54	222628	21107B	Dell Laptop Replacement for I.T.
3293	NICKERSON CO INC	Landfill	575700	425000	Equip Supplies & Maint	1,831.20	222630	014166	Water Pump for Landfill Truck
3375	OLYMPUS INSURANCE AG	Legislative	104110	451100	Insurance & Surety Bonds	8,278.67	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Legal	104120	451100	Insurance & Surety Bonds	4,296.38	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Executive	104130	451100	Insurance & Surety Bonds	3,446.25	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Human Resources	104134	451100	Insurance & Surety Bonds	2,419.55	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Information Technology	104136	451100	Insurance & Surety Bonds	6,614.60	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Finance	104140	451100	Insurance & Surety Bonds	7,580.76	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Treasury	104143	451100	Insurance & Surety Bonds	6,394.14	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Police	104210	451100	Insurance & Surety Bonds	84,816.40	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Streets	104410	451100	Insurance & Surety Bonds	44,807.34	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Engineering	104450	451100	Insurance & Surety Bonds	8,182.51	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Parks	104510	451100	Insurance & Surety Bonds	14,344.33	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Planning	104610	451100	Insurance & Surety Bonds	5,190.83	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Storm Water	494900	451100	Insurance & Surety Bonds	11,472.95	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Water	515100	451100	Insurance & Surety Bonds	38,490.49	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448613	Power Plant Operating Costs	76,432.00	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448627	Echo Hydro Operating Costs	19,425.23	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448628	Pineview Hydro Operating Costs	13,447.64	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448631	Hydro Transmission	21,867.12	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Light & Power	535300	451100	Insurance & Surety Bonds	200,306.53	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Golf Course	555500	451100	Insurance & Surety Bonds	17,390.33	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Landfill	575700	451100	Insurance & Surety Bonds	15,915.21	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Sanitation	585800	451100	Insurance & Surety Bonds	10,236.37	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Cemetery	595900	451100	Insurance & Surety Bonds	5,109.36	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Liability Insurance	636300	451100	Insurance & Surety Bonds	551,193.00	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Workers' Comp Insurance	646400	451000	W/C Reinsurance Premiums	65,159.00	222548	15788	FY 2021-2022 Insurance Premiums
3375	OLYMPUS INSURANCE AG	Redevelopment Agency	737300	451100	Insurance & Surety Bonds	1,160.01	222548	15788	FY 2021-2022 Insurance Premiums
12949	PUBLIC ENERGY AUTH	Light & Power	535300	448611	Natural Gas	78,879.90	222635	2106BP2020A	Dominion Energy , Utah City Gate
10586	ROCKY MOUNTAIN RECYC	Recycling	484800	431550	Recycling Collectn Service	10,821.48	222643	47183	Recycling Fees for June 2021
12997	SCOTTCO BLINDS	Legislative	104110	461000	Miscellaneous Expense	1,285.00	222645	1974	Roller Shades for Bountiful City Offices
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,204.75	222654	1524039	Fluoride - Assoc # 1543671
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,204.75	222654	1524040	Fluoride - Assoc. # 1543672
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,208.00	222654	1524038	Fluoride - Assoc. # 1543674
4450	VERIZON WIRELESS	Police	104210	428000	Telephone Expense	2,476.72	222663	9882530264	June 2021 Acct # 9882530264
5334	WEST COAST CODE CONS	Engineering	104450	431000	Profess & Tech Services	3,092.24	222666	UT21-545-001REV	Building Inspection Services for May 2021
					TOTAL:	1,997,026.13			

City Council Staff Report

Subject: Interlocal Agreement
Shared Public Safety System
Author: Chief Biehler
Department: Police Department
Date: July 27, 2021

Background

Over the last couple of years there has been discussion about a shared Public Safety Information System. Currently there are 4 dispatch centers (called public safety answering points or PSAPs) in Davis County that are run by Bountiful Police Department, Davis County Sheriff's Office, Layton Police Department and Clearfield Police Department. Bountiful currently uses a computer-aided dispatch (CAD) software that is not compatible with the other PSAP's (eForce vs Spillman). Council is aware that the discussions and agreements that have taken place up to this point have been to get all the Davis County PSAP's on the same platform. With agreements in place by all 4 cities that run a PSAP it was determined that an interlocal agreement is needed for its governance.

Analysis

Countywide meetings about this topic have been occurring for well over a year. In those meetings there is now a commitment by every agency in the county to move to Motorola Flex. There was great bargaining power between all agencies of the county and Motorola to ensure pricing for their product was beneficial and ongoing maintenance costs were held to a minimum. To reduce the costs for this project it was also determined that having a shared countywide server would be most beneficial for the project. Working groups, that included the Bountiful IT Department, were part of making that recommendation. It was also recommended that the server be kept and maintained by the Layton Police Department.

With a shared server among the 4 principal agencies an "Interlocal Cooperation Agreement" is needed to establish the governance of the "Shared Public Safety Information System". The governance would include a Governance board, Operations advisory board, and Users groups with their established roles and responsibilities.

Department Review

This report, along with the attached Interlocal Cooperation Agreement, and Exhibit 1 "Davis Area Public-Safety System Police Governance Section", has been reviewed and comes with the concurrence of the Police Chief, City Attorney and City Manager.

Significant Impacts

There is no cost to the interlocal agreement.

Recommendation

Staff recommends City Council approve the Interlocal Agreement and allow it to be signed by the Mayor, City Recorder and City Attorney.

Attachments

Resolution 2021-15
Interlocal Cooperation Agreement Regarding Shared Public Safety Information System
Exhibit 1: Davis Area Public Safety System Policy, Governance Section

BOUNTIFUL

MAYOR
Randy C. Lewis
CITY COUNCIL
Kate Bradshaw
Kendalyn Harris
Richard Higginson
John Marc Knight
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH
RESOLUTION NO. 2021-15

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT REGARDING A SHARED PUBLIC SAFETY INFORMATION PLATFORM BETWEEN BOUNTIFUL CITY, CLEARFIELD CITY, LAYTON CITY, AND DAVIS COUNTY

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. §§ 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, Bountiful City, Clearfield City, Layton City, and Davis County (the "Agencies") currently operate and manage separate public safety information systems; and

WHEREAS, the Agencies desire to collectively operate and manage a countywide, shared public safety information system as a consortium, to be known as the Davis Area Public Safety System (the "Consortium"); and

WHEREAS, the Consortium will incorporate the Agencies' computer-aided dispatch and records management system which will improve quality and efficiency of emergency services provided to the general public in Davis County; and

WHEREAS, the Bountiful City Council finds that entering into the interlocal agreement will provide better, more efficient emergency services to the general public and is in the interests of the health, safety, and welfare of Bountiful and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bountiful City, Utah, as follows:

Section 1. **Agreement Approved.** The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement for Dispatch Services between Bountiful City and Centerville City.

Section 2. **Mayor Authorized to Execute.** The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary 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. The Agreement shall take effect as described therein.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 27TH DAY OF JULY, 2021.

_____
Randy C. Lewis, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

INTERLOCAL COOPERATION AGREEMENT REGARDING SHARED PUBLIC SAFETY INFORMATION SYSTEM

This Interlocal Cooperation Agreement Regarding Shared Public Safety Information System (this "Agreement") is between Bountiful City, a municipal corporation of the State of Utah, Clearfield City, a municipal corporation of the State of Utah, Davis County, a political subdivision of the State of Utah, and Layton City, a municipal corporation of the State of Utah (collectively, the "Parties" or the "Consortium").

Recitals

WHEREAS, the Parties currently operate and manage separate public-safety information systems;

WHEREAS, the Parties desire to collectively operate and manage a countywide, shared, public-safety information system as a consortium, which the Parties desire to be known as the "Davis Area Public-Safety System"; and

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement.

The Parties therefore agree as follows:

1. Purposes. The purposes desired to be achieved by the Parties through this Agreement include the following:

   1.1. To act as an effective consortium in providing dispatch and data services to various contract cities, fire districts, and fire service areas serving the residents of Davis County;
   1.2. To collectively operate and manage the Davis Area Public-Safety System, which, among other things, will incorporate each of the Parties' computer-aided dispatch ("CAD") and records management systems ("RMS");
   1.3. To improve the quality and efficiency of emergency services provided to the general public; and
   1.4. To develop and improve emergency communication procedures and facilities to increase each Party's ability to quickly respond to any person who calls the telephone number 9-1-1 seeking police, fire, medical, rescue, or other emergency services.

2. Acquisition, Management, and Ownership of Consortium Property. The Parties agree as follows:

   2.1. The Consortium, through the approval process identified in the Davis Area Public-Safety Policy attached as Exhibit 1 to this Agreement and incorporated herein by this reference, may purchase goods or services, or obtain access to goods or services through license(s) or otherwise, that are necessary to fulfill the purposes of this Agreement.
   2.2. The Consortium, as directed by the Governance Board described in Exhibit 1 to this Agreement, shall manage the Consortium's property in a manner that is in the best interest of the Consortium collectively.
   2.3. Goods or services purchased on behalf of the Consortium, as well as all rights arising from, in connection with, or relating to such goods or services, shall be the collective property of the Consortium.

3. Cost Sharing. Each member of the Consortium shall share in the acquisition, management, ownership and other costs arising from, in connection with, or relating to this Agreement based on the percentage of Davis County residents, determined by using the then-most-current United States

Census estimate, served by each member of the Consortium.[1] As for West Point City and Sunset City, which upon the Effective Date of this Agreement are each serviced, in part, by Davis County and Clearfield City, each member of the Consortium agrees that one-half of West Point City's residents and one-half of Sunset City's residents will be allocated to Davis County and one-half of West Point City's residents and one-half of Sunset City's residents will be allocated to Clearfield City. The Parties anticipate to recoup significant portions of the shared costs through separate agreements with each of the following cities, fire districts, and fire service areas: a) Centerville City; b) Clinton City; c) Farmington City; d) Fruit Heights City; e) Kaysville City; f) North Davis Fire District; g) North Salt Lake City; h) South Davis Metro Fire Service Area; i) South Weber City; j) Syracuse City; k) Sunset City; l) West Bountiful City; m) West Point City; n) Woods Cross City (each a "Contract Agency" and collectively the "Contract Agencies").

4. Non-Consortium Obligations, Costs, and Property. Each member of the Consortium, either individually or jointly with one or more of the Contract Agencies that the respective member of the Consortium serves, agrees to be responsible for all non-Consortium obligations, costs, and/or property.

5. Davis Area Public-Safety System Policy. Each member of the Consortium agrees to abide by the Davis Area Public-Safety System Policy, which is attached as Exhibit 1 to this Agreement. Each member of the Consortium further agrees that it shall not provide a Contract Agency with access to the Davis Area Public-Safety System unless it enters into a written agreement with that Contract Agency, and the written agreement, among other things, requires the Contract Agency to abide by the Davis Area Public-Safety System Policy.

6. Cessation of one or more, but less than all, of the Consortium Members. If one or more, but less than all, of the Consortium members ceases to operate a Public Safety Answering Point ("PSAP"), then:

   6.1. That/those Consortium members must notify the remaining Consortium members of such cessation in writing no less than 30 days prior to cessation;
   6.2. That/those Consortium members, as of the date of cessation, will automatically waive all rights and benefits of being a Consortium member, including waiver of all rights, title, interests, and/or otherwise in and/or to any Consortium property;
   6.3. That/those Consortium members, as of the date of cessation, will also automatically be relieved of any obligations incurred by the Consortium subsequent to the cessation; and

[1] For example, Davis County's population was estimated to be 355,481 on July 1, 2019. This population estimate is made up of:
1) The five cities serviced by Bountiful City, as of the Effective Date, including Bountiful City (43,981), Centerville City (17,587), North Salt Lake City (20,948), West Bountiful City (5,800), and Woods Cross City (11,431), which have a total population of 99,747 and account for 28.06% of Davis County's total estimated population of 355,481;
2) Clearfield City (32,118), which solely services Clearfield City as of the Effective Date, and Sunset City (5,364 x ½ = 2,682) and West Point City (10,957 x ½ = 5,478.50), which are each serviced, in part, by Clearfield City as of the Effective Date, which have a total population for purposes of this Agreement of 40,278.50 and account for 11.33% of Davis County's total estimated population of 355,481;
3) The eight cities serviced by Davis County as well as the unincorporated area of Davis County, as of the Effective Date, including Clinton City (22,499), Farmington City 25,339, Fruit Heights City (6,221), Kaysville City (32,390), South Weber City (7,836), Syracuse City (31,458), Sunset City (5,364 x ½ = 2,682), in part, and West Point City (10,957 x ½ = 5,478.50), in part, and the unincorporated area of Davis County (3,538), which have a total population for purposes of this Agreement of 137,441.5 and account for 38.66% of Davis County's total estimated population of 355,481; and
4) Layton City (78,014), which services Layton City as of the Effective Date, which has a total population of 78,014 and accounts for 21.95% of Davis County's total estimated population of 355,481.

6.4. The remaining Consortium member(s) may continue to operate the Davis Area Public-Safety System pursuant to this Agreement.

7. Withdrawal of one or more, but less than all, of the Consortium Members. A Consortium member may withdraw from the Consortium after it has fully satisfied its obligations as a Consortium member, but no sooner than one year from the date that it sends the remaining Consortium members written notice of its intent to withdraw from the Consortium. At the time that the Consortium member's withdrawal from the Consortium is effective:

   7.1. The withdrawing Consortium member waives all rights and benefits of being a Consortium member, including waiver of all rights, title, interests, and/or otherwise in and/or to any Consortium property;
   7.2. The withdrawing Consortium member will be relieved of any obligations incurred by the Consortium subsequent to the withdrawal;
   7.3. The withdrawing Consortium member may, within 90 days of withdrawal, request the Consortium to provide it with its historical data within the Davis Area Public-Safety System (the "Requested Data");
   7.4. The remaining Consortium member(s) agree to provide the withdrawing Consortium member with the Requested Data, subject to any system limitations, if:
      7.4.1. A timely request is made by the withdrawing Consortium member for the Requested Data; and
      7.4.2. The withdrawing Consortium member pays the Consortium for all costs incurred by the Consortium to provide the withdrawing Consortium member with the Requested Data, and
   7.5. The remaining Consortium member(s) may continue to operate the Davis Area Public-Safety System pursuant to this Agreement.

8. Termination of This Agreement and/or the Consortium. If either this Agreement and/or the Consortium is terminated pursuant to this Agreement, or as permitted in law or equity, then each Consortium member, at the time of termination, shall:

   8.1. Receive, either in kind or United States currency, a share of the Consortium's assets equal to the percentage of Davis County residents, determined by using the then-most-current United States Census estimate, served by that Consortium member; and
   8.2. Be responsible for the proportion of the Consortium's obligations that are equal to the percentage of Davis County residents, determined by using the then-most-current United States Census estimate, served by that Consortium member.

9. Requests for Records. The Consortium members agree that records prepared in the Davis Area Public-Safety System are the property of the Consortium member or Contract Agency that prepared the record. The Consortium members further agree that the Consortium will direct requests for Consortium records to the Consortium member or Contract Agency that prepared the record.

10. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

11. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate 50 years from the Effective Date.

12. Process to Terminate this Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

    12.1. The mutual written agreement of the Parties;
    12.2. By any Party:

        12.2.1. After any material breach of this Agreement; and
        12.2.2. Fifteen calendar days after a non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the fifteen calendar days, if the nature of the cure is such that it reasonably requires more than fifteen calendar days to cure the breach, and the breaching Party commences the cure within the fifteen calendar day period and thereafter continuously and diligently pursues the cure to completion; and
        12.2.3. After the notice to terminate this Agreement, which a non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement; or

    12.3. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

13. Notices. Any notices that may or must be sent under the terms or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

Bountiful City: c/o City Manager 795 South Main Street Bountiful, Utah 84010	Davis County c/o Administrative Chief Deputy PO Box 618 Farmington, Utah 84025
Clearfield City c/o City Manager 55 South State Street Clearfield, Utah 84015	Layton City c/o City Manager 437 North Wasatch Drive Layton, Utah 84041

14. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement and unless otherwise agreed to in a separate and legally binding agreement between the Parties, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

15. Indemnification. To the extent permitted by law, each Consortium member, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the Consortium member (collectively, "Representatives"), agrees and promises to indemnify all of the other Consortium members, as well as each of the other Consortium members' 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") to the extent they arise from or may relate in any way to the Consortium member's breach of this Agreement and/or other action, fault,

or otherwise attributable to the Consortium member and/or its Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

16. Governmental Immunity. 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 Annotated*, 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*.

17. No Separate Legal Entity. No separate legal entity is created by this Agreement.

18. Approval. 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 Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

19. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, or damages, with respect to any uncured breach or default of or under this Agreement.

20. Benefits. 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 any other Party and shall have no right to and shall not be provided with any benefits from any other Party. Consortium member employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the applicable Consortium member for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

21. Binding Effect; Entire Agreement, Amendment. 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.

22. Force Majeure. In the event that any 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, pandemics, epidemics, 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.

23. Assignment Restricted. 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 all of the Parties.

24. Choice of Law; Jurisdiction; Venue. 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 principles. 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 Agreement shall reimburse the prevailing Party(ies) for its/their attorneys' fees, and the Party(ies) prevailing in any such dispute shall be awarded its/their attorneys' fees.

25. Severability. 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.

26. Rights and Remedies Cumulative. 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.

27. Counterparts. 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.

[Signature Pages Follow]

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

BOUNTIFUL CITY

_____
Mayor
Dated:_____

ATTEST:

_____
Bountiful City Recorder
Dated:_____

REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Bountiful City Attorney
Dated:_____

CLEARFIELD CITY

_____
Mayor
Dated:_____

ATTEST:

_____
Clearfield City Recorder
Dated:_____

REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Clearfield City Attorney
Dated:_____

DAVIS COUNTY

_____
Chair, Davis County Board of Commissioners
Dated:_____

ATTEST:

_____
Davis County Clerk/Auditor
Dated:_____

REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Davis County Attorney's Office
Dated:_____

LAYTON CITY

_____
Mayor
Dated:_____

ATTEST:

_____
Layton City Recorder
Dated:_____

REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

_____
Layton City Attorney
Dated:_____

EXHIBIT 1: Davis Area Public-Safety System Policy, Governance Section

Davis Area Public-Safety System Governance Board

The Governance Board is composed of a representative of each entity operating a PSAP within Davis County. Currently, the members are:

- The City Manager of Bountiful or designee;
- The City Manager of Clearfield or designee;
- The City Manager of Layton or designee;
- A Davis County Commissioner or designee;

The mandate of the Governance Board for the shared public safety information system is to approve expenditures and policies related to the system, including:

1. Upon the recommendation of the Operations Advisory Board, reviews, approves, and adopts the following:
    a. Budget for the operation of the shared system components, including new or upgraded hardware, software, networking components, or circuits.
    b. Connections to other systems
    c. New or amended governance or system operation policies and procedures
    d. Extraordinary expenditures
2. The Governance Board will meet as needed, but at least annually. A quorum is defined as a representative from each entity operating a PSAP. Each member of the Governance Board has one vote.
3. The Governance Board may act independently of any recommendation from the Operations Advisory Board.

When there are an even number of Governance Board members, a tie may be broken by a supermajority of 75% of the Operations Advisory Board.

Operations Advisory Board

The Operations Advisory Board is comprised of appointed members of municipal police departments, sheriff's office, municipal fire departments, fire districts, and/or other dispatch services contract agencies. There are nine voting positions, including:

- One member representing each agency that operates a PSAP
    - Bountiful Police
    - Clearfield Police
    - Davis County Sheriff's Office
    - Layton Police
- Two members appointed by the Davis County Fire Chiefs' Association
- Two members appointed by the Davis County Police Chiefs' Association
- The Chair of the Information Technology User Group

The mandate of the Operations Advisory Board is to provide direction and decision-making recommendations for the operation of the system. Responsibilities include:

1. Review and make recommendations to the Governance Board for the following:

    a. Annual training needs;
    b. Operations policies and standards;
    c. Governance policy;
    d. Extraordinary expenditures that may be necessary for the operation of the system;
    e. Requests to interface with the system
2. Seek input on system needs from the User Groups
3. Review reports of misuse of the system and the actions taken to rectify the issue. If the Operations Advisory Board is dissatisfied with the results of the investigation or actions taken by the offending agency, the board may:
    a. Initiate its own investigation to determine the egregiousness of the misuse and potential for continued misuse or threat to the security of the system, including making a recommendation to the Governance Board to temporarily suspend access of a participating user or agency, pending results of the investigation.
    b. If the Operations Advisory Board determines through its investigation that the misuse was egregious and/or presents a serious safety risk, the board may make a recommendation to the Governance Board to:
        i. Suspend the user's access
        ii. Revoke the user's access
        iii. Suspend the agency's access to the system
        iv. Revoke the agency's access to the system
4. Elect a Chair and Vice-Chair at the beginning of each calendar year, who will serve a term of one year. The Chair (or Vice-Chair in the absence of the Chair) will present recommendations to the Governance Board. A Chair or Vice-Chair may be re-elected by the Advisory Board for additional term(s).
5. Meetings are conducted as necessary as determined by the Chair, but not less than quarterly. Decisions are made by a simple majority of members, unless it is to break a Governance Board tie, when a 75% supermajority is required.
    a. A quorum is defined as more than half of the appointed members present, except when breaking a Governance Board tie, when 100% of appointed members are required for a quorum.
    b. Each member of the Advisory Board has one vote.

User Groups

There are five established user groups which are based on areas of responsibility. Members of the user groups are appointed by the head of any Consortium or Contract agency and may include more than one representative from each agency. Each agency will have one vote. Each group should be largely composed of members who are the primary users of the module or area of responsibility. The established groups are:

1. Dispatch/CAD
2. Information Technology/GIS
3. Records/Evidence

4. Police & Fire Field Units
5. Jail

The objective of the user groups is to identify and document issues raised by users of the system, bring the issues to the attention of the System Administrator or Operations Advisory Board for resolution. The groups also make recommendations and decisions related to table values and standardization of internal processes that enhance the system.

1. Specific Areas of Responsibility
    a. Individuals Members
        i. Consider the broad objectives of the shared information system when making decisions as a member of the User group;
        ii. Serve the interests of the constituencies they represent;
        iii. Report to the Operations Advisory Board on issues that may be of interest to or have an impact on participating agencies and their constituencies;
        iv. Ensure the work of the group including the implications of each recommendation being considered are effectively communicated to the agency they represent;
        v. Make recommendations and/or decisions within the authority of the user group that serve the greater good.
    b. The Group
        i. Identifying issues related to:
            1. System policies and procedures;
            2. Security issues and concerns;
            3. Technical problems;
            4. System modifications;
            5. Training needs.
        ii. Consult with other affected user groups to define, review, and approve table values and standardization of internal processes that enhance the system.
    c. Specific IT Group Responsibilities
        i. Recommend the personnel acting as System Application Administrators
        ii. Report on incident occurrence for decision-making purposes.
        iii. Provide advice and make recommendations on problem resolution as necessary.
        iv. Review and assess the impact to the system of change requests as directed by the Operations Advisory Board and provide recommendations.
        v. Provide technical advice and recommendations that may result in financial impact, or as related to personnel management, for the resolution of network, database, application and server problems.
        vi. Provide network, database, application and server release impact assessments.
        vii. Plan for and support the implementation of new system releases in conjunction with the user community.

2. Each user group should elect a Chair and Vice-Chair at the beginning of each calendar year, who will serve a term of one year. The Chair (or Vice-Chair in the Chair's absence) will provide reports and/or recommendations of the group to the Operations Advisory Board. A Chair or Vice-Chair may be re-elected by the Advisory Board for additional term(s).
3. Meetings are conducted as necessary as determined by the Chair, but not less than annually. It is recommended that the IT group meet at least quarterly. Decisions are made by a simple majority of agencies, with each agency having one vote..

City Council Staff Report

Subject: Preliminary/Final Architectural and Site Plan Review for an Office Development
Author: Curtis Poole, City Planner
Address: 390 South Main Street
Date: July 27, 2021

Background

The Applicants, Steven Beyer and Bob Murri, on behalf of City Creek Construction, request Preliminary and Final Architectural and Site Plan approval for an office development. The property is located at the corner of Main Street and 400 South in the Downtown (DN) Mixed Use Zone. The Planning Commission reviewed the request at its July 6, 2021, meeting and has forwarded a positive recommendation to the City Council on a 6-0 vote.

Analysis

The proposed development is located on approximately 0.74 acres spread across three (3) parcels. The vacant Deseret First Credit Union building is the only structure to occupy the overall site. The current proposal is to renovate the vacant building, extend the building to the property line along Main Street and construct a new façade on the building exterior.

The Applicants propose to renovate the existing two-story office building that will house City Creek Construction offices and have space for an additional tenant. The DN Zone lists professional services (offices) as a permitted use. Plans show the Applicants will be removing the existing drive-through canopy and adding approximately seventeen (17) feet to the east side of the building, which would bring the building to the property line along Main Street. Plans show with the addition the building would be 10,060 square feet. The interior of the building would also be renovated.

Plans show the eastern drive approach along 400 South will be shortened and replaced with curb, gutter and sidewalk to allow additional landscaping to be added to the development. There is currently parking adjacent to Main Street to the north and west sides of the building. The Applicants are proposing to use the existing parking configuration consisting of forty-nine (49) stalls, which exceed the thirty-four (34) stall requirement. Pedestrians could access the building from 400 South; however, the primary entrance is located on the north of the building. This primary entrance could be accessed from Main Street and the surface parking by the pedestrian walkway, which is permitted by code.

The Applicants have submitted building elevations and renderings which will feature a board-formed concrete pylon at the corner of 400 South and Main Street. Plans indicated the Applicants would use a combination of cementitious siding and longboard aluminum cladding. The proposed elevations meet the architectural standards of the DN Zone by providing roof offsets, extensions and recesses.

The proposed landscape plan shows the Applicants would preserve the existing trees on-site. The trees located along Main Street and 400 South will also remain; however, the trees along Main Street will be trimmed to accommodate the building expansion. Plans show an addition of shrubs and flowers to the north and south of the building providing a better streetscape. The proposed landscaping meets the 10 percent (10%) requirement in the DN Zone.

Applicants indicate they would add an elevator to the building to meet ADA building code standards. They will continue to work with Bountiful Light and Power regarding the potential increase in power needs for the building.

Department Review

This Staff Report was written by the Planning Department and reviewed by the City Engineer, City Attorney and City Manager.

Significant Impacts

Impacts from the development of this property have been anticipated and utility services are currently installed.

Recommendation

The Planning Commission has forwarded a positive recommendation to the City Council for approval of the Preliminary and Final Architectural and Site Plan for an Office Development at 390 South Main Street based on the following Conditions of Approval:

1. Complete any and all redline corrections.
2. All damaged curb, gutter and sidewalk along Main Street and 400 South shall be replaced.
3. Resolve any potential electrical upgrades with Bountiful Light and Power prior to applying for a building permit.
4. Record a parking agreement which memorializes the parking for the three (3) parcels.
5. Sign a Public Improvement Development Agreement, pay fees and post an acceptable bond in the amount determined by the City Engineer.

Attachments

1. Aerial Photograph
2. Site Demolition / Vicinity Plan
3. Site / Landscape Plan
4. Building Elevations
5. Renderings

Aerial Photograph

390 S. Main - Office Addition/Remodel - **SITE DEMOLITION / VICINITY PLAN**
Scale: 1/16" = 1'-0"

Babcock Design

City Creek Construction - 390 S. Main Office Building Addition / Remodel

BABCOCK DESIGN | 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | 52 Exchange Place SLC, UT 84111 801.531.1144 | babcockdesign.com

A1

DATE:
24 JUNE 2021

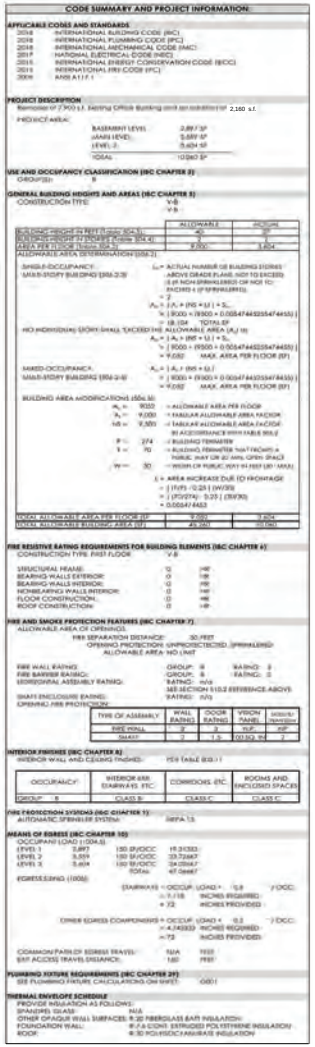
PARKING ANALYSIS:

RENTABLE BUILDING AREA: 7420 S.F.

PARKING REQUIRED: 1 PER 200 S.F.

= 7420/200 = 37.1,
ROUNDED UP TO 38 STALLS REQUIRED

46 STALLS PROVIDED



CODE SUMMARY AND PROJECT INFORMATION

APPLICABLE CODES AND STANDARDS

2018	INTERNATIONAL BUILDING CODE (IBC)
2018	INTERNATIONAL PLUMBING CODE (IPC)
2018	INTERNATIONAL MECHANICAL CODE (IMC)
2017	NATIONAL ELECTRICAL CODE (NEC)
2015	INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2015	INTERNATIONAL FIRE CODE (IFC)
2009	ANSI A117.1

PROJECT DESCRIPTION

Remodel of 7,900 s.f. Existing Office Building and an addition of 2,160 s.f.

BASEMENT LEVEL:	2,897 SF
(MAIN LEVEL):	5,509 SF
(LEVEL 2):	5,404 SF
TOTAL:	13,810 SF

USE AND OCCUPANCY CLASSIFICATION (IBC CHAPTER 3)

GROUP(S): B

GENERAL BUILDING HEIGHTS AND AREAS (IBC CHAPTER 5)

CONSTRUCTION TYPE: V-B

	ALLOWABLE	PROVIDE
BUILDING HEIGHT IN FEET (Table 504.3)	40	32'
BUILDING HEIGHT IN STORIES (Table 504.4)	2	2
AREA PER FLOOR (Table 506.2)	9,000	3,404

ALLOWABLE AREA DETERMINATION (506.2):

SINGLE-OCCUPANCY:
MULTI-STORY BUILDING (506.2.3):

L_a = ACTUAL NUMBER OF BUILDING STORIES ABOVE GRADE PLANE, NOT TO EXCEED (5 IF NON-SPRINKLERED OR NOT IC; INCREASE 1 IF SPRINKLERED)
= 2

$A_a = [A_t + (NS \times SI)] + S_a$
$= [9000 + (9000 \times 0.00547445255474452)]$
$= 18,164$ TOTAL SF

NO INDIVIDUAL STORY SHALL EXCEED THE ALLOWABLE AREA (A_a) by
$A_a = [A_t + (NS \times SI)] + S_a$
$= [9000 + (9000 \times 0.00547445255474452)]$
$= 9,082$ MAX. AREA PER FLOOR (SF)

MIXED-OCCUPANCY:
MULTI-STORY BUILDING (506.2.5)

$A_a = [A_t + (NS \times SI)]$
$= [9000 + (9000 \times 0.00547445255474452)]$
$= 9,082$ MAX. AREA PER FLOOR (SF)

BUILDING AREA MODIFICATIONS (506.6):

A_a = 9000 = ALLOWABLE AREA PER FLOOR
A_t = 9,000 = TABULAR ALLOWABLE AREA FACTOR
NS = 9,000 = TABULAR ALLOWABLE AREA FACTOR IN ACCORDANCE WITH TABLE 506.2
P = 274 = BUILDING PERIMETER
S = 70 = BUILDING PERIMETER THAT FRONTS A PUBLIC WAY OR 20' MIN. OPEN SPACE
W = 30 = WIDTH OF PUBLIC WAY OR OPEN SPACE (30' MAX)

I_f = AREA INCREASE DUE TO FRONTAGE
$= [(F/P) - 0.25] (W/30)$
$= [(70/274) - 0.25] (30/30)$
$= 0.00547445$

TOTAL ALLOWABLE AREA PER FLOOR (SF)	9,082	3,404
TOTAL ALLOWABLE BUILDING AREA (SF)	36,328	13,810

FIRE RESISTIVE RATING REQUIREMENTS FOR BUILDING ELEMENTS (IBC CHAPTER 4)

CONSTRUCTION TYPE: FIRST FLOOR V-B

STRUCTURAL FRAME:	0	HR
BEARING WALLS EXTERIOR:	0	HR
BEARING WALLS INTERIOR:	0	HR
NONBEARING WALLS INTERIOR:	0	HR
FLOOR CONSTRUCTION:	0	HR
ROOF CONSTRUCTION:	0	HR

FIRE AND SMOKE PROTECTION FEATURES (IBC CHAPTER 7)

ALLOWABLE AREA OF OPENING:

FIRE SEPARATION DISTANCE: 30 FEET
OPENING PROTECTION: UNPROTECTED, SPRINKLERED
ALLOWABLE AREA: NO LIMIT

FIRE WALL RATING: GROUP: B RATING: 2
FIRE BARRIER RATING: GROUP: B RATING: 2
HORIZONTAL ASSEMBLY RATING: RATING: n/a
SEE SECTION 510.2 REFERENCE ABOVE
SHAFT ENCLOSURE RATING: RATING: n/a
OPENING FIRE PROTECTION:

TYPE OF ASSEMBLY	WALL RATING	DOOR RATING	VISION PANEL	MAX % OPENING
FIRE WALL	2	1.5	100	25
SMOKE	2	1.5	100 SQ. IN.	2

INTERIOR FINISHES (IBC CHAPTER 8)

INTERIOR WALL AND CEILING FINISHES: PER TABLE 803.11

OCCUPANCY	INTERIOR EXIT STAIRWAYS, ETC.	CORRIDORS, ETC.	ROOMS AND ENCLOSED SPACES
GROUP B	CLASS B	CLASS C	CLASS C

FIRE PROTECTION SYSTEMS (IBC CHAPTER 9)

AUTOMATIC SPRINKLER SYSTEM: NFPA 13

MEANS OF EGRESS (IBC CHAPTER 10)

OCCUPANT LOAD (1004.5)

LEVEL 1	2,897	150 SF/OCC	19.31333
LEVEL 2	5,509	150 SF/OCC	33.72667
LEVEL 3	5,404	150 SF/OCC	34.02667
		TOTAL:	87.0667

EGRESS SIZING (1005):

STAIRWAYS = OCCUP. LOAD × 0.3 / OCC.
= 7.118 INCHES REQUIRED
= 72 INCHES PROVIDED

OTHER EGRESS COMPONENTS = OCCUP. LOAD × 0.2 / OCC.
= 4.34333 INCHES REQUIRED
= 72 INCHES PROVIDED

COMMON PATH OF EGRESS TRAVEL: N/A 100'
EXIT ACCESS TRAVEL DISTANCE: 160 FEET

PLUMBING FIXTURE REQUIREMENTS (IBC CHAPTER 29)

SEE PLUMBING FIXTURE CALCULATIONS ON SHEET G001

THERMAL ENVELOPE SCHEDULE

PROVIDE INSULATION AS FOLLOWS:
SPANDREL GLASS: N/A
OTHER OPAQUE WALL SURFACES: R-20 FIBERGLASS BATT INSULATION
FOUNDATION WALL: R-7.5 CONT. EXTRUDED POLYSTYRENE INSULATION
ROOF: R-30 POLYISOCYANURATE INSULATION

390 S. Main - Office Addition/Remodel - **SITE PLAN**
Scale: 1" = 10'-0"

Babcock Design

State of Utah
Gregory Tarsa
No. 10256515-5301
June 25, 2021
Licensed Landscape Architect

City Creek Construction - 390 S. Main Office Building Addition / Remodel

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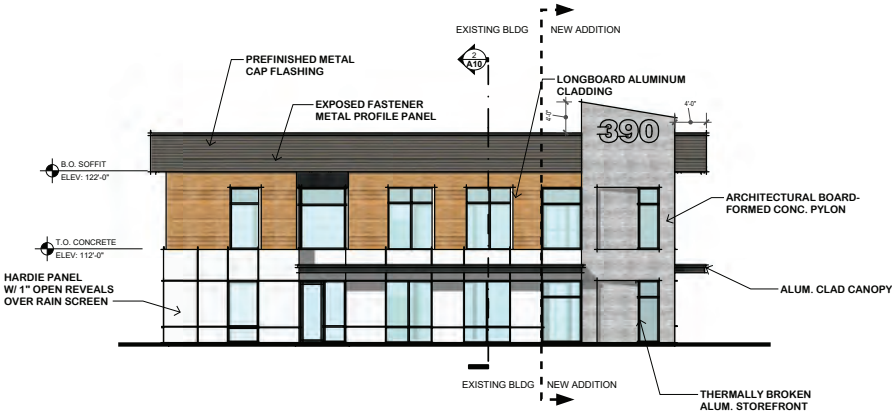
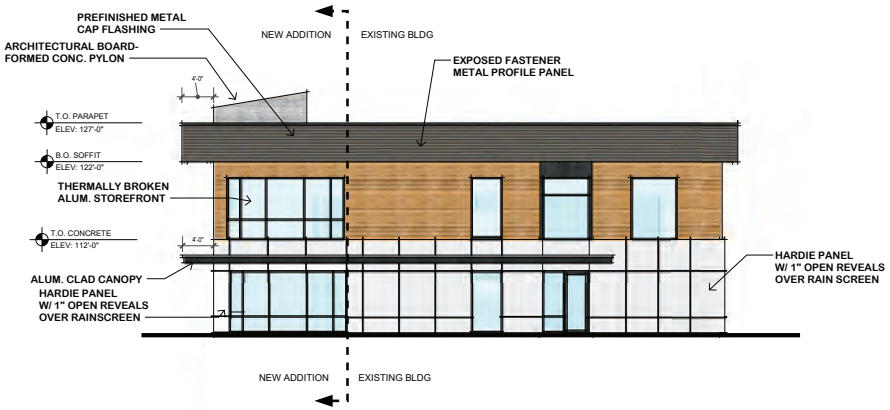
A2

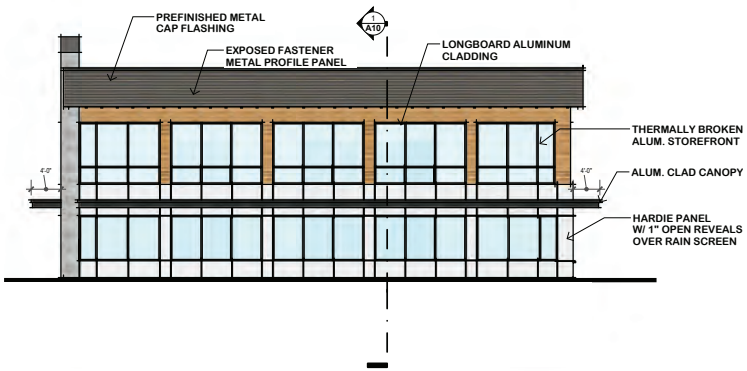
DATE:
24 JUNE 2021



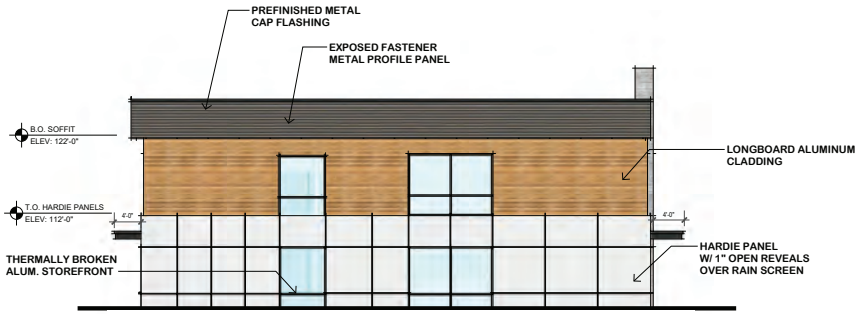
1 A5 South Elevation
Scale: 1/8" : 1'-0"



2 A5 North Elevation
Scale: 1/8" : 1'-0"



3 A5 East Elevation
Scale: 1/8" : 1'-0"



4 A5 West Elevation
Scale: 1/8" : 1'-0"

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A5

DATE:
24 JUNE 2021

SOUTHEAST PERSPECTIVE

NORTHEAST PERSPECTIVE

NORTHWEST PERSPECTIVE

SOUTHWEST PERSPECTIVE

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T3

DATE:
28 MAY 2021

City Council Staff Report

Subject: Preliminary/Final Architectural and Site Plan Review for Renaissance Towne Centre Development Plan Pad Site 19 (Lot 11)
Author: Curtis Poole, City Planner
Francisco Astorga, AICP, Planning Director
Address: 1791 South Main Street
Date: July 27, 2021

Background

The Applicant, Knowlton General, LC, represented by Brian Knowlton and Randy Beyer, requests Preliminary/Final Architectural and Site Plan approval for a 26-unit multi-family residential development at 1791 Renaissance Towne Drive, currently known as the Renaissance Towne Centre (RTC) Development Plan pad site 19, to be re-platted as Lot 11. The site is located on the southeast corner of the RTC development which is zoned Mixed-Use Residential (MXD-R).

On April 13, 2021, the City Council approved an amendment to the RTC Development Plan and its accompanying Ordinance. The approved amendment provided greater specificity to regulate how RTC will develop, such as permitted uses, building height, parking, etc. On July 6, 2021, the Planning Commission reviewed and has forwarded a unanimous (6-0) positive recommendation to the Council.

Analysis

The subject site is approximately 0.56 acres. The proposal is designed to complement the previously approved multi-family residential development directly north (known as pad site 16, platted as Lot 12) as well as the potential architectural design precedents identified within the RTC Development Plan.

The Applicant proposes to construct a 26-unit multi-family residential building, consisting of twelve (12) 2-bedroom units and fourteen (14) 1-bedroom units over three (3) stories. The proposed building would be four (4) stories with a parking garage on the ground (lower) floor. The building would appear as a three-story building from Main Street as the site slopes away from Main Street towards Renaissance Towne Drive. The proposal meets the maximum building height consisting of forty-six feet (46’). The proposal indicates that the total square footage would be 38,660 including the parking garage.

The proposal includes shared vehicle access with the approved multi-family residential development directly to the north. The proposal indicates a total of forty-eight (48) parking spaces for the development consisting of twenty-six (26) covered parking spaces in the parking garage, eight (8) directly north of the proposed building along the driveway and fourteen (14)

parking spaces along Renaissance Towne Drive. Pedestrian entrances are shown from both Renaissance Towne Drive and the corner of Main Street and 1800 South. The proposed parking is consistent with the parking plan precedent shown in the approved RTC Development Plan which will continue to be updated to ensure the development has sufficient parking.

The Applicant submitted building elevations and renderings proposing a combination of high-quality materials including metal paneling, brick veneer and cementitious panel. Each elevation shows a mix of vertical and horizontal articulation consisting of entries, balconies and other architectural elements. The proposed building is consistent with the architectural design precedent shown in the approved RTC Development Plan.

The proposed landscape plan shows an appropriate mix of pedestrian walkways, vegetation (grasses, shrubs, flowers, etc.) and trees, including a total of six (6) street trees along Main Street and 1800 South. The proposed landscape plan is consistent with the landscape plan precedent shown in the approved RTC Development Plan.

The proposed development requires the installation of new utilities in the Renaissance Towne Drive corridor, including culinary water, sewer and storm drain. The Applicant will continue to work with Bountiful Light and Power on a final location of transformer boxes. The proposal includes sharing two (2) dumpsters between the subject site and the approved multi-family residential development directly to the north.

Department Review

This Staff Report was written by the Planning Department and reviewed by the City Engineer, City Attorney and City Manager.

Significant Impacts

Impacts from the development of this site have been anticipated in the design of the storm water, sewer, culinary water and transportation systems.

Recommendation

The Planning Commission has forwarded a positive recommendation to the City Council for approval of the Preliminary/Final Architectural and Site Plan Review at 1791 Renaissance Towne Drive with the following conditions:

1. Complete any and all redline corrections.
2. All damaged curb, gutter and sidewalk along Main Street and 1800 South shall be replaced and a new ADA compliant ramp to be constructed at the Northwest corner of the 1800 South / Main Street intersection.
3. Sign a Public Improvement Development Agreement, pay fees and post an acceptable bond in the amount determined by the City Engineer.

Attachments

1. Aerial photograph
2. Civil Set - Site Plan, Grading Plan, and Utility Plan
3. Architectural Set
    - Cover Sheet with Rendering
    - Architectural Site Plan
    - Floor Plans (ground, level 2, level 3, Level 4) & Roof Plan
    - Exterior & Aerial Views
    - Exterior Elevations
    - Landscape Rendering & Landscape Plan
4. Parking Impact Plan

Aerial Photograph

AREA TABULATION

SYMBOL LEGEND

- C-1 PRIVATE ASPHALT & BASE PER DETAIL, SHEET C900
- C-2 PRIVATE CONCRETE ASPHALT & BASE PER DETAIL, SHEET C900
- C-3 PRIVATE 24" CATCH CURB & GUTTER PER DETAIL, SHEET C900
- C-4 PRIVATE 24" RELEASE CURB & GUTTER PER DETAIL, SHEET C900
- C-5 PRIVATE CONCRETE SIDEWALK PER DETAIL, SHEET C900
- C-6 DUMPSTER PAD AND APRON PER DETAIL, SHEET C900
- A-1 ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL, SHEET C900
- R-1 MINOR CONCRETE RETAINING WALL PER DETAIL, SHEET C900
- R-2 MINOR ROCK RETAINING WALL PER DETAIL, SHEET C900

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"X60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
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Entellus

Client: Knowlton General
Contact: Randy Beyer
Phone: 801-828-0756
randy@knowltongeneral.com

LOT 13 OF RENAISSANCE TOWNE CENTER

1560 S MAIN STREET
TAX PARCEL #03-041-0042
LOCATED IN THE SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV #

DRAWN: CWF	7/1/20
APPROVED: LKM	7/1/20
PROJECT #:	1185016
SET-1185016.dwg	

C400
SITE PLAN

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

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LICENSED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
7-1-20
STATE OF UTAH

Client: Knowlton General
Contact: Randy Beyer
Phone: 801-828-0756
randy@knowltongeneral.com

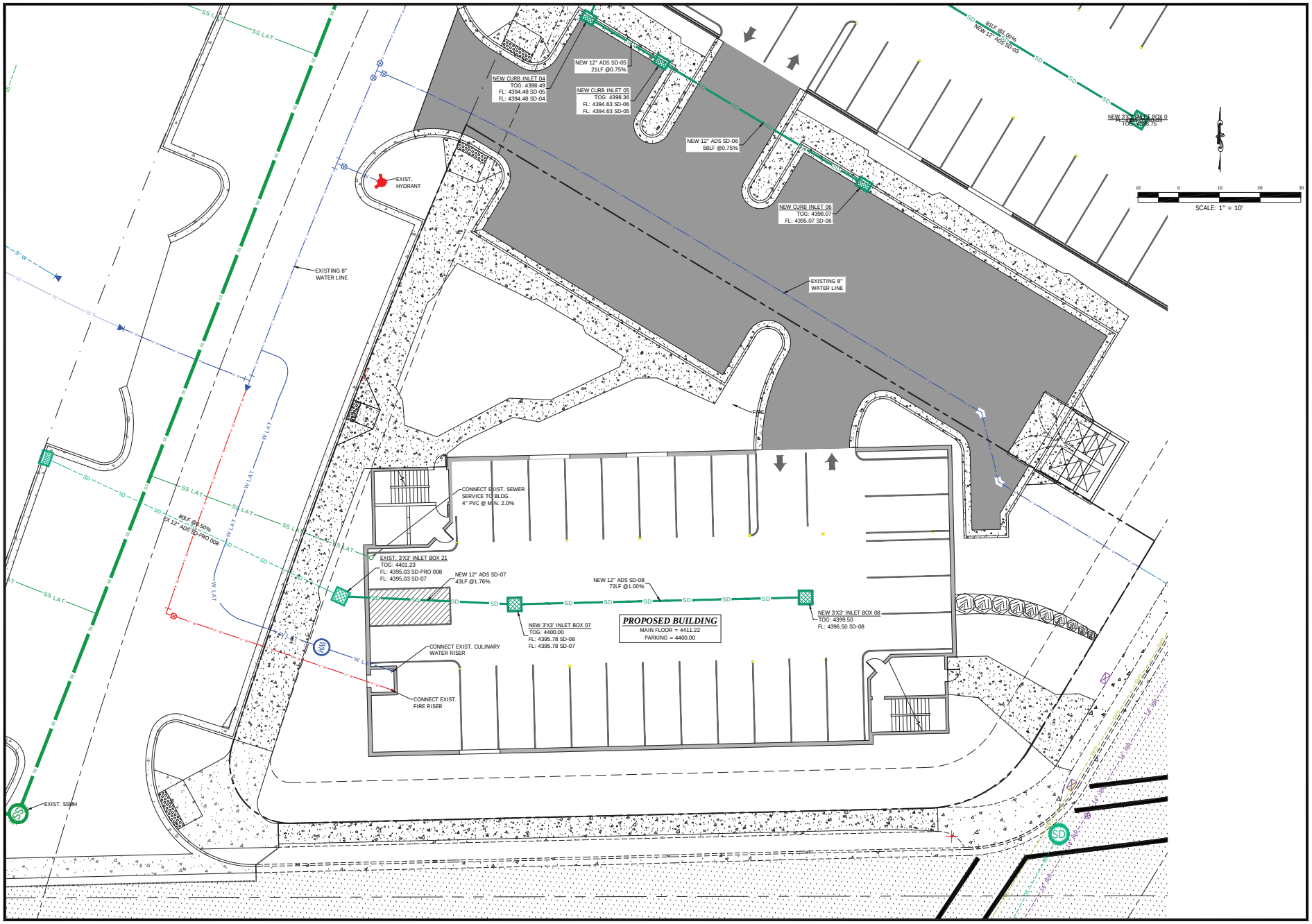
LOT 13 OF RENAISSANCE TOWNE CENTER

1560 S MAIN STREET
TAX PARCEL #03-041-0042
LOCATED IN THE SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV #

DRAWN: CWF	7/1/20
APPROVED: LKM	7/1/20
PROJECT #:	1185016
SET-1185016.dwg	

C500
GRADING PLAN



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Entellus

Licensed Professional Engineer
No. 375153
Leland K. Martineau
7-1-20
State of Utah

Client: Knowlton General
Contact: Randy Beyer
Phone: 801-828-0756
randy@knowltongeneral.com

LOT 13 OF RENAISSANCE TOWNE CENTER

1560 S MAIN STREET
TAX PARCEL #03-041-0042
LOCATED IN THE SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV #

DRAWN: CWF	7/1/20
APPROVED: LKM	7/1/20
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C600
UTILITY PLAN

RENAISSANCE TOWNE CENTER LOT #13

RENAISSANCE TOWNE CENTER
OWNERS: Owner
SITE PLAN REVIEW| 07.01.2020

VICINITY MAP:

PROJECT INFORMATION:

BUILDING USE: RESIDENTIAL APARTMENTS OVER PARKING

OCCUPANCY TYPE: RESIDENTIAL GROUP R-2

BUILDING AREA TABULATIONS: 8,935 SF LEVEL 04 (RESIDENTIAL)*
9,667 SF LEVEL 03 (RESIDENTIAL)*
9,667 SF LEVEL 02 (RESIDENTIAL)*
10,391 SF GROUND LEVEL (PARKING)
38,660 SF TOTAL

**DOES NOT INCLUDE OUTDOOR DECKS*

PARKING COUNT: 26 COVERED STALLS (WITHIN BUILDING FOOTPRINT)
INCLUDES 2 ADA STALLS
9 SURFACE STALLS (ON-SITE, SURFACE PARKING LOT)
15 SURFACE STALLS (ON RENAISSANCE TOWNE DRIVE)
50 TOTAL STALLS

DRAWING LIST:

SHEET #	SHEET NAME
GENERAL	
GI001	COVER SHEET
ARCHITECTURAL	
AS101	ARCHITECTURAL SITE PLAN
AE101	GROUND LEVEL PLAN
AE102	LEVEL 02 FLOOR PLAN
AE103	LEVEL 03 FLOOR PLAN
AE104	LEVEL 04 FLOOR PLAN
AE105	ROOF PLAN
AE200A	EXTERIOR VIEWS
AE200B	AERIAL VIEW
AE200C	AERIAL VIEW
AE201	EXTERIOR ELEVATIONS
AE202	EXTERIOR ELEVATIONS

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salt lake city, utah 84109
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GENERAL CONTRACTOR
KNOWLTON GENERAL
70 N. MAIN STREET, SUITE #106
BOUNTIFUL, UT 84010
PHONE: 801-828-0756
CONTACT: RANDY BEYER
EMAIL: randy@knowltongeneral.com

REVIEW SET
NOT FOR CONSTRUCTION

No.	Description	Date

RENAISSANCE TOWNE CENTER LOT #13

COVER SHEET

Project Status	SITE PLAN REVIEW
Project Number	20_0003
Date	07.01.2020
Drawn by	EGE
Checked by	DJY

GI001

Scale

7/1/2020 3:58:49 PM

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED IN THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PROCESS STUDIO PLLC AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THIS SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN CONSENT OF PROCESS STUDIO PLLC. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LAW.

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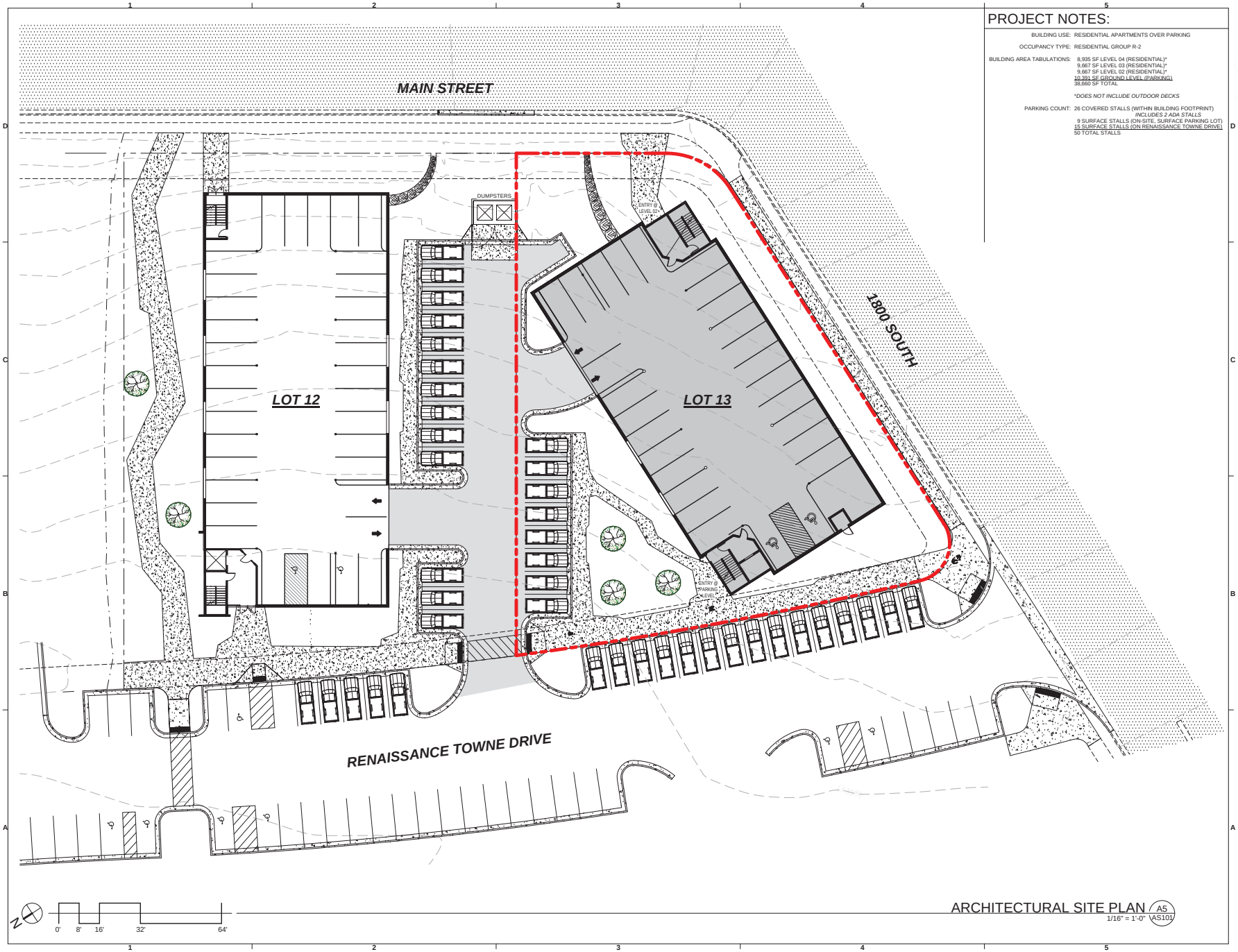

PROJECT NOTES:

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ARCHITECTURAL SITE PLAN (A5)
1/16" = 1'-0" \AS101

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	AS101
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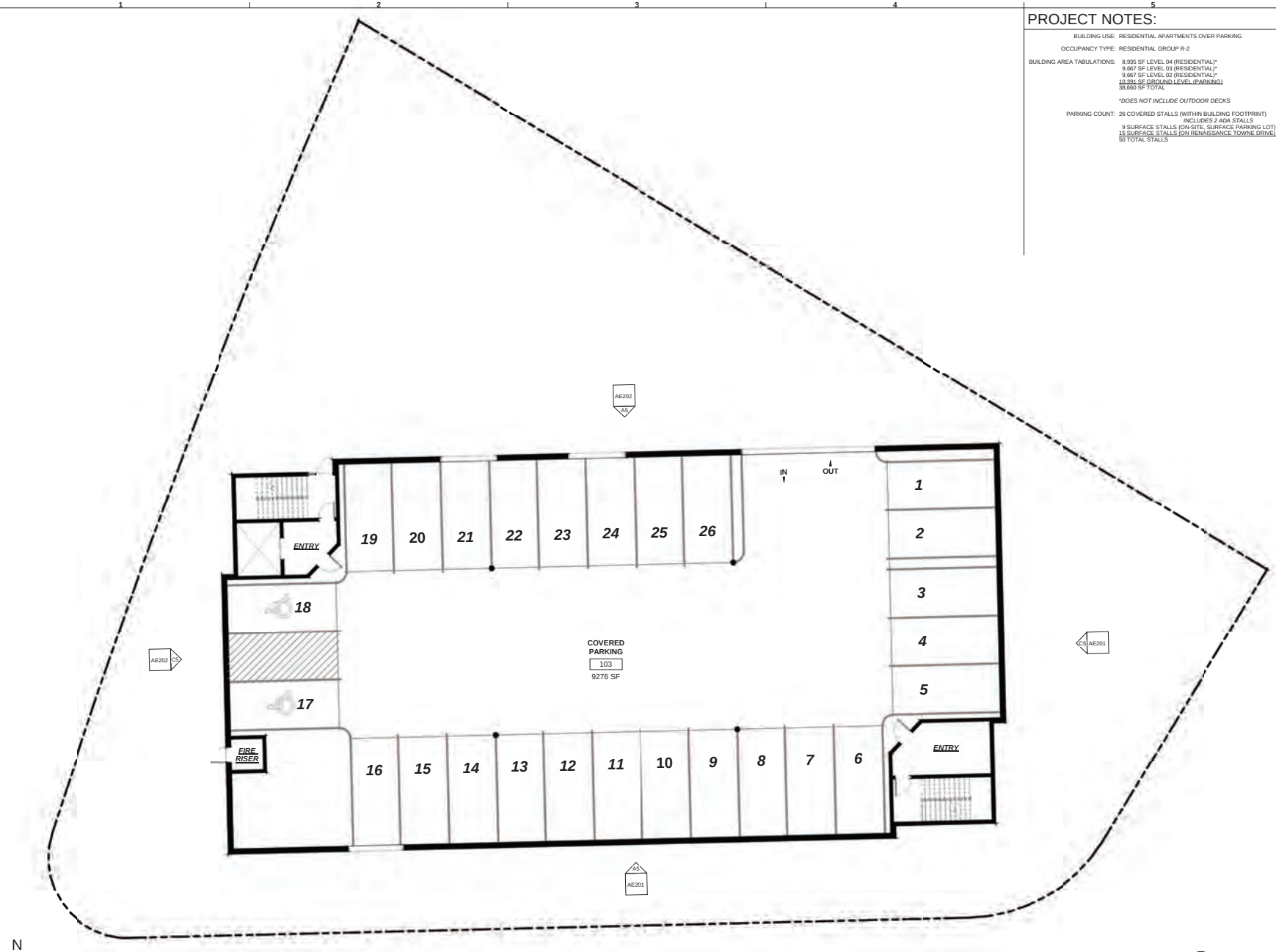

N

0' 4' 8' 16' 32'

GROUND LEVEL FLOOR PLAN (A5 / AE101)
1/8" = 1'-0"

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GROUND LEVEL PLAN

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Checked by	DJY

AE101

Scale	1/8" = 1'-0"

7/1/2020 3:54:59 PM

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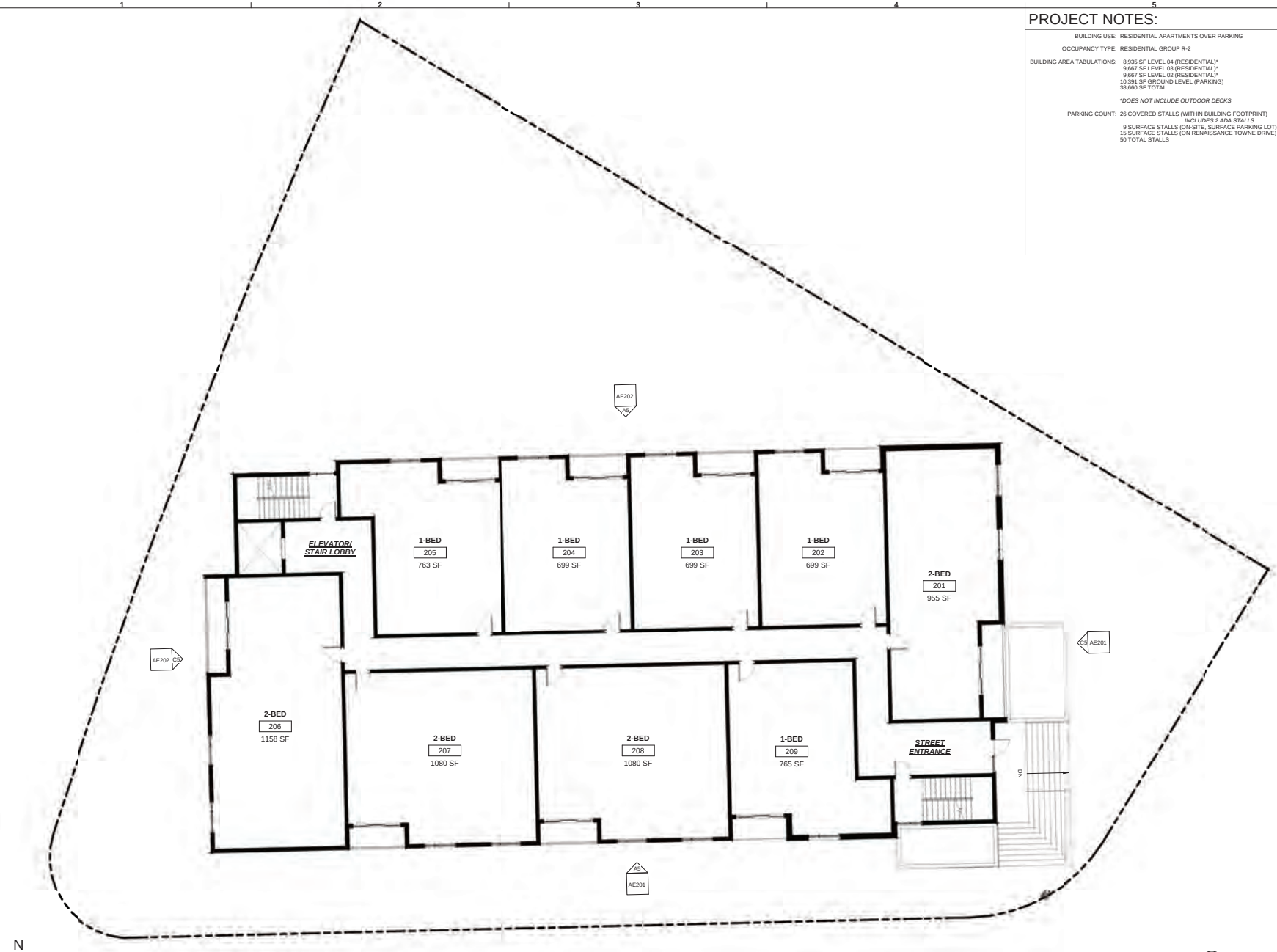

LEVEL 02 FLOOR PLAN (A5 / AE102)
1/8" = 1'-0"

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RENAISSANCE TOWNE CENTER LOT #13

LEVEL 02 FLOOR PLAN

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Drawn by	EGE
Checked by	DJY

AE102

Scale	1/8" = 1'-0"

7/1/2020 3:55:07 PM

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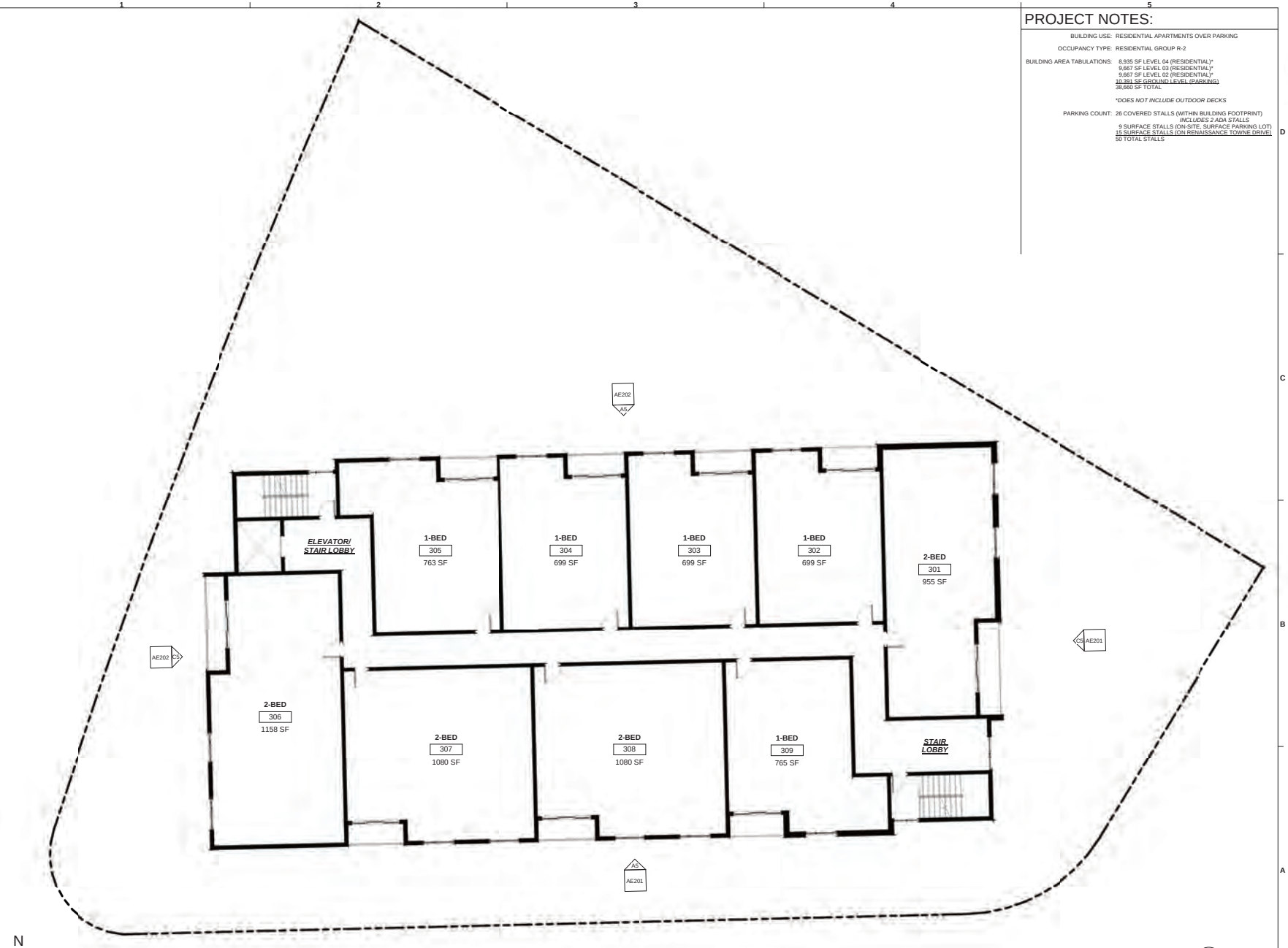

LEVEL 03 FLOOR PLAN A5 AE103
1/8" = 1'-0"

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LEVEL 03 FLOOR PLAN

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Project Number	20_0003
Date	07.01.2020
Drawn by	EGE
Checked by	DJY

AE103

Scale	1/8" = 1'-0"

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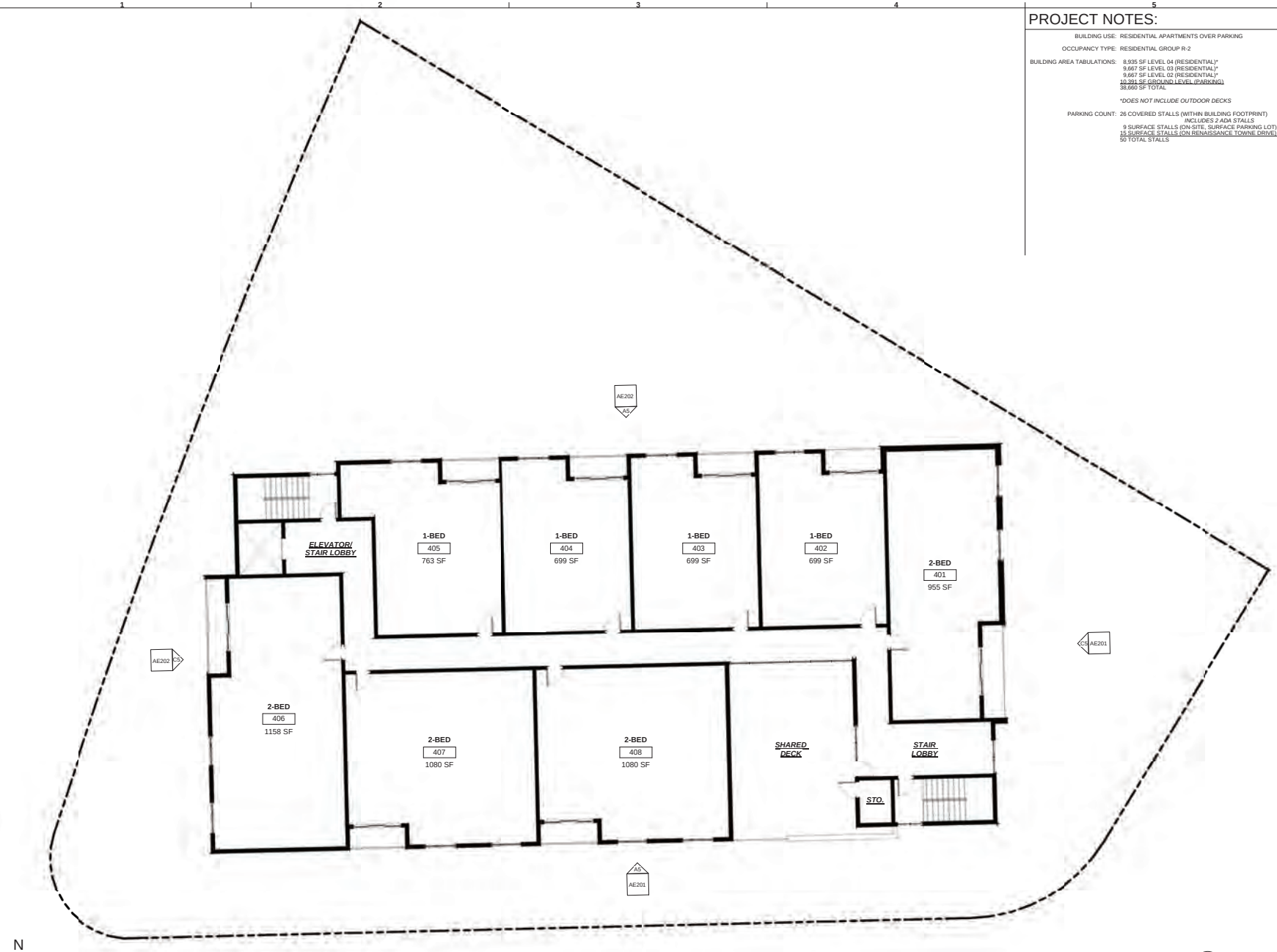

N

0' 4' 8' 16' 32'

LEVEL 04 FLOOR PLAN (A5 / AE104)
1/8" = 1'-0"

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RENAISSANCE TOWNE CENTER LOT #13

LEVEL 04 FLOOR PLAN

Project Status	SITE PLAN REVIEW
Project Number	20_0003
Date	07.01.2020
Drawn by	EGE
Checked by	DJY

AE104

Scale	1/8" = 1'-0"

7/1/2020 3:55:19 PM

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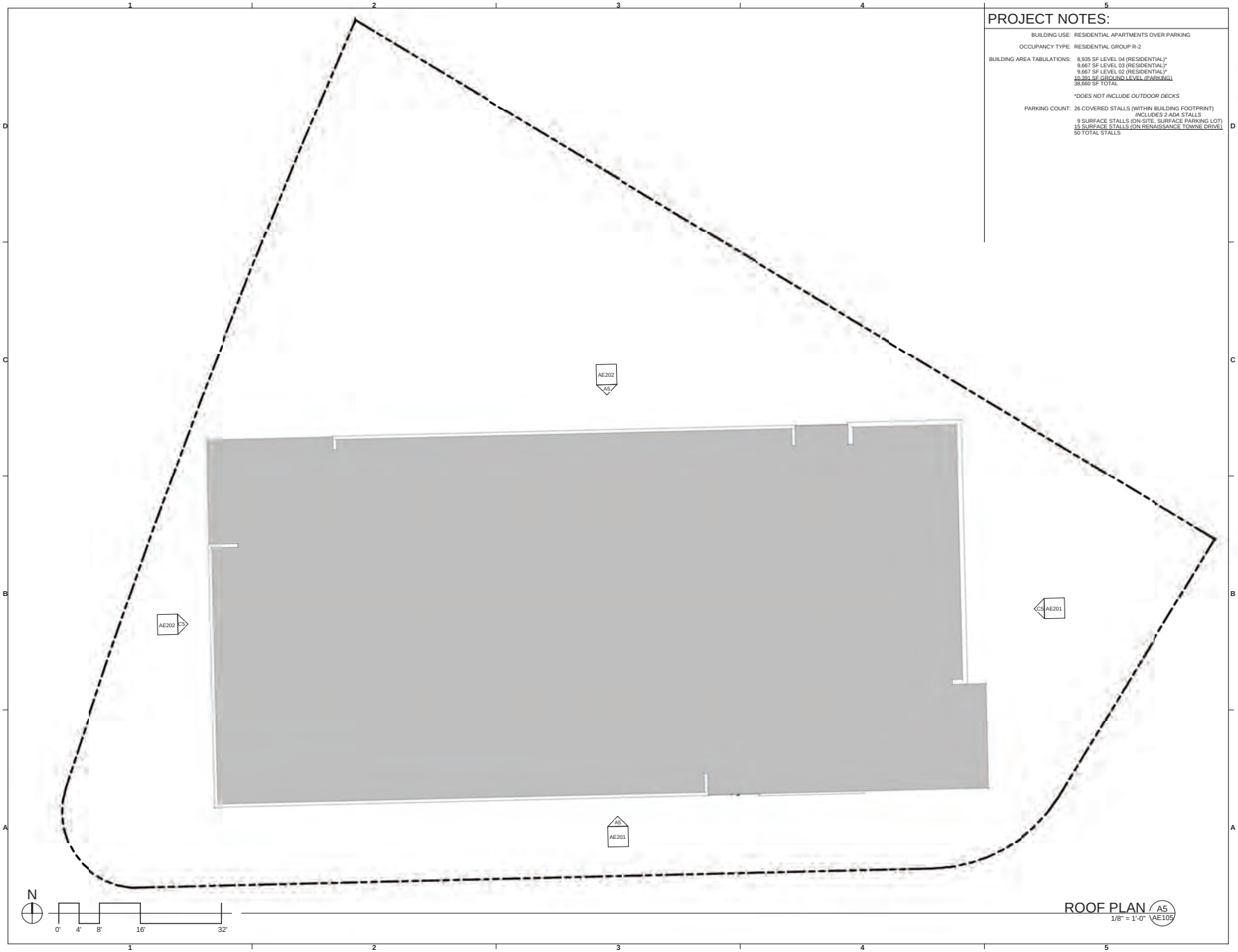

ROOF PLAN A5
1/8" = 1'-0" \AE105

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ROOF PLAN

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Checked by	DJY

AE105

Scale	1/8" = 1'-0"

7/1/2020 3:55:29 PM

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RENAISSANCE TOWNE CENTER LOT #13

EXTERIOR VIEWS

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AE200A

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7/1/2020 3:56:21 PM

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NOTE: SEE CIVIL AND LANDSCAPE PLANS FOR SITE DESIGN.

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RENAISSANCE TOWNE CENTER LOT #13

AERIAL VIEW

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Drawn by	EGE
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AE200B

Scale

7/1/2020 3:57:01 PM

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AERIAL VIEW

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GENERAL NOTES:

MATERIAL LEGEND:

- BV — BRICK VENEER. COLOR TO BE SELECTED.
- CP — CEMENTITIOUS PANEL. COLOR TO BE SELECTED.
- CS — CEMENTITIOUS SIDING. COLOR TO BE SELECTED.

MATERIAL LEGEND:

KEYED NOTES:

KEYED NOTES:

EAST (MAIN STREET) ELEVATION C5 / AE201
1/8" = 1'-0"

SOUTH (1800 SOUTH) ELEVATION A5 / AE201
1/8" = 1'-0"

0' 4' 8' 16' 32'

PROCESS
3055 s. grace street
salt lake city, utah 84109
p.801.906.0866
www.processpllc.com

GENERAL CONTRACTOR
KNOWLTON GENERAL
70 N. MAIN STREET, SUITE #106
BOUNTIFUL, UT 84010
PHONE: 801-828-0756
CONTACT: RANDY BEYER
EMAIL: randy@knowltongeneral.com

REVIEW SET
NOT FOR CONSTRUCTION

No.	Description	Date

RENAISSANCE TOWNE CENTER LOT #13

EXTERIOR ELEVATIONS

Project Status	SITE PLAN REVIEW
Project Number	20_0003
Date	07.01.2020
Drawn by	EGE
Checked by	DJY

AE201

Scale	1/8" = 1'-0"

7/1/2020 3:57:48 PM

GENERAL NOTES:	MATERIAL LEGEND:	MATERIAL LEGEND:	KEYED NOTES:	KEYED NOTES:
	BV BRICK VENEER. COLOR TO BE SELECTED. CP CEMENTITIOUS PANEL. COLOR TO BE SELECTED. CS CEMENTITIOUS SIDING. COLOR TO BE SELECTED.			

WEST (RENAISSANCE TOWNE DRIVE) ELEVATION C5 AE202
1/8" = 1'-0"

NORTH (PARKING LOT) ELEVATION A5 AE202
1/8" = 1'-0"

0' 4' 8' 16' 32'

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No.	Description	Date

RENAISSANCE TOWNE CENTER LOT #13

EXTERIOR ELEVATIONS

Project Status	SITE PLAN REVIEW
Project Number	20_0003
Date	07.01.2020
Drawn by	EGE
Checked by	DJY

AE202

Scale	1/8" = 1'-0"

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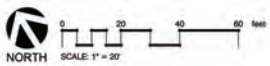

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REVIEW DOCUMENT NOT FOR CONSTRUCTION

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KNOWLTON GENERAL
Owner's Representative:
Randy Beyer
801.828.0756
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LOT 13 OF RENAISSANCE TOWNE CENTER PARK
1560 S MAIN STREET
TAX PARCEL #03-041-0042
SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: DAH
DRAWN: BVHILKS
CHECKED: DAH
ISSUE DATE: 07.01.2020
PROJ #: TOWNCENTER0002

Sheet Name:

Sheet Number:
LM100

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	CAST-IN-PLACE CONCRETE		
03-30-01	4" THICK CONCRETE PAVEMENT OVER 4" A.B.C, NATURAL GRAY COLOR LIGHT BROOM FINISH	10,027 SF	1/LM201
	BRICK MASONRY		
04-21-01	BRICK PAVERS TO MATCH EXISTING	2,100 SF	6/LM201
	AGGREGATE SURFACE		
32-15-01	GRAVEL MULCH 2" THICK	11,872 SF	4/LM201
	SITE FURNISHINGS		
32-33-01	LANDSCAPE FORMS G50-TRAD-B-3AA 72" L, BACKED, W/ ANGLED SIDE AND CENTER ARMS.	6	
32-33-02	LANDSCAPE BOULDER 2'-3' DIAMETER	11	7/LM201
32-33-03	LANDSCAPE BOULDER 3'-4' DIAMETER	5	7/LM201
32-33-04	LANDSCAPE FORMS CAT-42D-C CATENA 42IN ROUND TOP, WITH CATENA FREESTANDING / SURFACE MOUNT SUPPORT	3	
32-33-05	LANDSCAPE FORMS 21-CHAIR-A FREESTANDING CHAIR W/ ARMS. STEEL TUBE FRAME, DIE-CAST ALUMINUM SLATS.	12	
32-33-06	LANDSCAPE FORMS TUC-PLNT-10-HEX TUUCI'S PLANTATION CLASSIC HEXAGONAL SUN SHADE. ALUMINUM AND STEEL CONSTRUCTION WITH MARINE GRADE FIBER FOR SUN PROTECTION. 125.5" W X 109" D X 100" H.	3	
	TURF AND GRASSES		
32-92-01	TURF SEE PLANTING PLAN	15,543 SF	

NORTH

0 10 20 30 feet

SCALE: 1" = 10'

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BOUNTIFUL CITY, DAVIS COUNTY, UTAH

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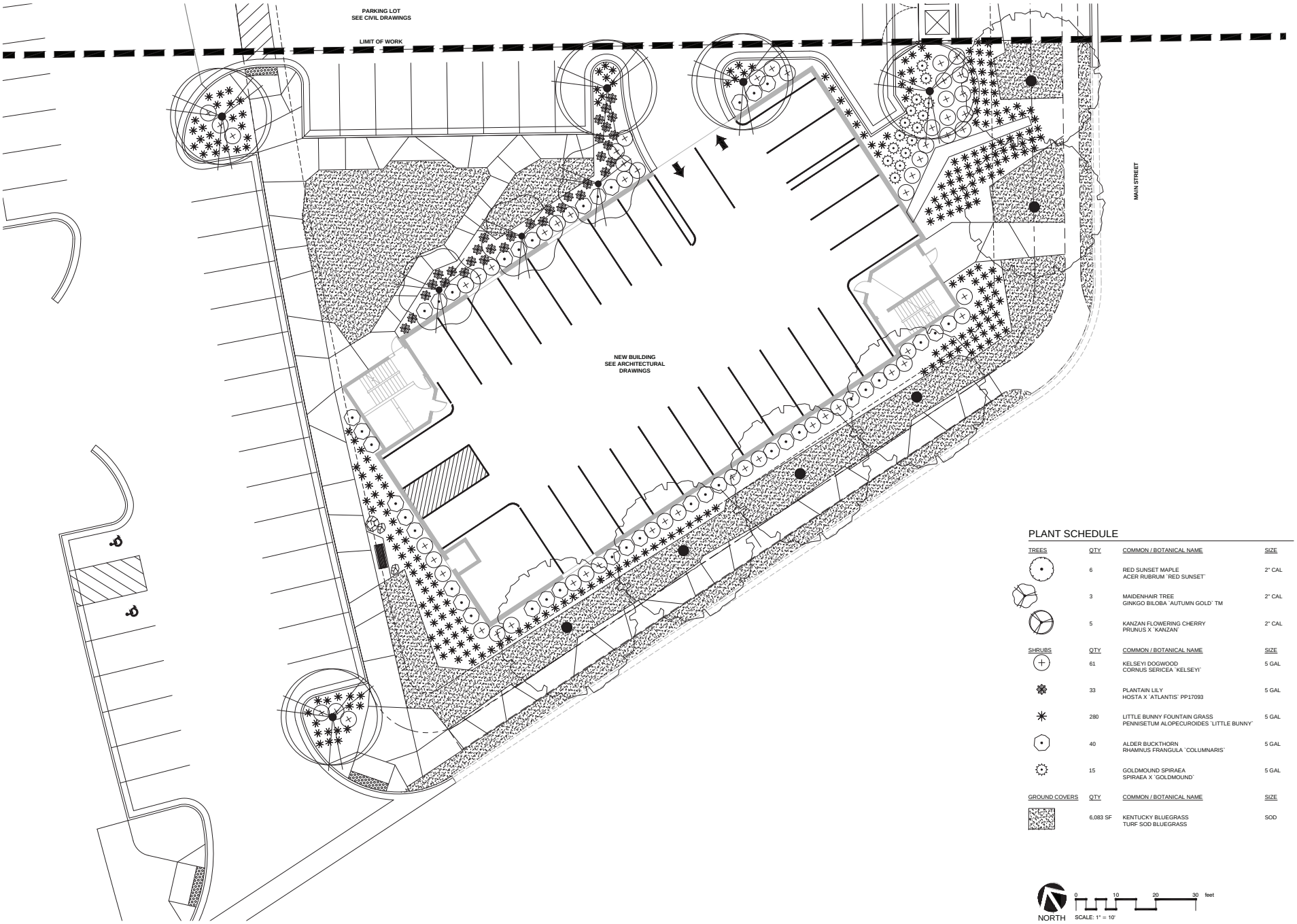
DESIGNED BY: DAH
DRAWN: BVH/LKS
CHECKED: DAH
ISSUE DATE: 07.01.2020
PROJ #: TOWNCENTER0002

Sheet Name:
LANDSCAPE PLAN

Sheet Number:
LM101



PLANT SCHEDULE

TREES	QTY	COMMON / BOTANICAL NAME	SIZE
	6	RED SUNSET MAPLE ACER RUBRUM `RED SUNSET`	2" CAL
	3	MAIDENHAIR TREE GINKGO BILOBA `AUTUMN GOLD` TM	2" CAL
	5	KANZAN FLOWERING CHERRY PRUNUS X `KANZAN`	2" CAL

SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE
	61	KELSEYI DOGWOOD CORNUS SERICEA `KELSEYI`	5 GAL
	33	PLANTAIN LILY HOSTA X `ATLANTIS` PP17093	5 GAL
	280	LITTLE BUNNY FOUNTAIN GRASS PENNISETUM ALOPECUROIDES `LITTLE BUNNY`	5 GAL
	40	ALDER BUCKTHORN RHAMNUS FRANGULA `COLUMNARIS`	5 GAL
	15	GOLDMOUND SPIRAEA SPIRAEA X `GOLDMOUND`	5 GAL

GROUND COVERS	QTY	COMMON / BOTANICAL NAME	SIZE
	6,083 SF	KENTUCKY BLUEGRASS TURF SOD BLUEGRASS	SOD

NORTH

0 10 20 30 feet
SCALE: 1" = 10'

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PRELIMINARY "DRAFT REVIEW" DOCUMENT NOT FOR CONSTRUCTION

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SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: DAH
DRAWN: BVH/LKS
CHECKED: DAH
ISSUE DATE: 07.01.2020
PROJ #: TOWNCENTER0002

Sheet Name:
PLANTING PLAN

Sheet Number:
PP101

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1560 S MAIN STREET
TAX PARCEL #03-041-0042
SW CORNER OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV	DATE	DESCRIPTION

DESIGNED BY: DAH
DRAWN: BVH/LKS
CHECKED: DAH
ISSUE DATE: 07.01.2020
PROJ #: TOWNCENTER0002

Sheet Name:
IRRIGATION PLAN

Sheet Number:
IR101

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Renaissance
TOWNE CENTRE
Parking Impact Plan

			Required Parking Stalls from RTC Site Development Plan Approved May 2019				Actual Stalls Allocated (Constructed, In Use, and Planned)			
	Building Use	# of floors	Total Stalls	Surface Stalls	Parking Structure (Lots #2 & #12)	Parking Garages under Residential Structures	Total Stalls	Surface Stalls	Parking Structure (Lots #2 & #12)	Parking Garages under Residential Structures
Lot #1	Professional Office	5	352	18	334		**352**	**18**	**334**	
Lot #6	Professional Office	2	40	40			**40**	**40**		
Lot #7	Professional Office	2	45	45			**45**	**45**		
Lot #8	Professional Office	2	40	40			40	40		
Lot #9	Office/Residential	5	64		24	40	**64**		**24**	**40**
Lot #10	Professional Office	4	125		125		**137**	**12**	**125**	
Lot #11	Office/Residential	8	161	15	146		161	15	146	
Lot #13	Commercial	1	86	86			86	86		
Lot #14	Residential	5	267		168	99	267		168	99
Lot #15a	Commercial	2	27	27			27	27		
Lot #15b	Commercial	2	32	32			32	32		
Lot #16	Residential	3	25	5		20	**53**	**24**		**30**
Lot #17	Commercial	1	65	65			65	65		
Lot #18	Commercial	1	46	46			46	46		
Lot #19	Professional Office	2	51	51			**53**	**23**		**26**
			1,426	470	797	159	**1,468**	473	797	195

Stalls Highlighted in Green are stalls constructed and in use

Stalls Highlighted in Dirty Yello are planned stalls pending site plan approval

Note: Lot #19 is now a residential use, 3-stories above parking garage

This table updates the parking stall counts for Lot #16 and Lot #19, currently submitted for Site Plan approval.
This table will be updated as future development progresses.

Available Parking Stalls from RTC Site Development Plan Approved May 2019	
North East Surface	41
North West Surface	128
South East Surface	68
South West Surface	191
Lot #9 Garage	40
Lot #14 Garage	99
Lot #16 Garage	20
Phase 1 Parking - Lot #1	489
Phase 2 Parking - Lot #12	362
	1,438

City Council
Staff Report

Subject: Momentum Recycling | Private Glass Recycling
Author: Francisco Astorga, AICP, Director
Dept: Planning + Economic Development
Date: July 27, 2021

Background
Jason Utgaard, with Momentum Recycling, submitted an application for private glass recycling service to operate within the public right-of-way (ROW). The applicant indicated that the service would be available to any resident within the Bountiful City limits.

Analysis
On July 13, 2021, the City Council adopted new regulations allowing private recycling services within the City. To promote good order, efficient delivery of public services, beautify and maintain the ROW, and promote the general health, safety, and welfare of the City, the Council may impose reasonable conditions on an applicant that operates in the ROW. Such conditions may include, but are not limited to:

- Times and days of operation. Applicant proposes monthly glass collection service for Bountiful City resident to occur on the 2nd (second) Tuesday.

- Care and clean-up of spillage, debris, or other obstructions. As indicated in the adopted ordinance, any spilled broken glass or debris caused by the intended removal is to be picked up and cleaned up by the driver immediately.

- Duration of time container may be within the ROW. As indicated in the adopted ordinance, the containers are not to be placed in the ROW prior to the evening of the day before the day scheduled for glass recycling collection and promptly removed from the ROW when emptied but no later than the same day as they are emptied.

- Size and aesthetic of container. As indicated in the adopted ordinance the glass collection containers shall not exceed 64 gallons. The glass collection containers logos, graphics, and colors are to be minimal and designed to avoid distraction and mitigate any aesthetic impacts within the ROW and shall be distinguishable from City garbage and recycling containers.

- Insurance Requirements. A certificate of liability insurance was submitted to the City with a $1,000,000 per occurrence clause and a $2,000,000 general aggregate clause.

- Annual Review. As part of the annual business license review, the Planning Department will review glass recycling services operations and may make additional recommendations to the City Council.

- Additional. The current ACE Recycling contract needs to be amended to allow for private companies to operate glass recycling in the City.

Department Review
This staff report was reviewed by the City Attorney and City Manager.

Significant Impacts
Staff will monitor the possible issues associated with this use including:
- One (1) additional collection container out once a month may cause confusion.
- Additional obstruction in the ROW that may conflict with snow removal, street work, etc.
- Possible issues with sound and spillage, which potentially leaves broken glass in the ROW and will result in additional code enforcement complaints and investigation.

If necessary, staff will inform the Council in the future regarding these possible impacts.

Recommendation
Staff recommends that the City Council approve the private glass recycling service request to operate within the public ROW.

Attachments
1. Bountiful City Code Title 5 Chapter 18: Glass Recycling Collection within the Public Right-of-Way
2. Amendment to ACE Contract

Title 5
Business Regulations

Chapter 18: Glass Recycling Collection within the Public Right-of-Way

5-18-101. Definitions
5-18-102. License Required
5-18-103. License Fee
5-18-104. Insurance Requirements
5-18-105. Glass Collection Container Restrictions
5-18-106. Debris Removal

5-18-101. Definitions

For the purpose of this Chapter, the following terms shall have the following meanings:

"Glass recycling service" means an entity approved by Bountiful City to run a business solely for glass recycling.

"Glass collection container" means a container used for the storage of glass to be recycled, provided by a glass recycling service.

5-18-102. License Required

All glass recycling services shall have a valid business license with Bountiful City. A completed application shall be submitted to the City Council for permission to operate within the public right-of-way. In order to promote good order, efficient delivery of public services, to beautify and maintain the right-of-way, and to promote the general health, safety, and welfare of the City, the City Council may impose reasonable conditions on an applicant that operates in the right-of-way. Such conditions may include, but are not limited to, times and days of operation, care and clean up of spillage, debris, or other obstructions, the duration of time a glass collection container or any other receptacle may remain in the right-of-way, the size and aesthetic of glass collection retainers, etc. As part of an annual business license review, the Planning Department, shall review glass recycling services operations and may make additional recommendations to the City Council regarding the addition, amendment, or removal of any conditions. Such conditions shall remain unless amended or rescinded by the City Council.

5-18-103. License Fee

An initial fee of $125 will be required for all glass recycling service providers. Standard business license fees rates shall apply once approved by the City Council.

5-18-104. Insurance Requirements

A glass recycling service shall not conduct business within the right-of-way without obtaining and maintaining business liability insurance as detailed in the glass recycling service application.

All insurance requirements shall be included with the glass recycling application packet and may be amended from time to time as necessary. Proof of insurance that meets the City's requirements as detailed in the glass recycling application shall be provided to the City as part annual business license renewal process or at the request of the City.

5-18-105. Glass Collection Container Restrictions

(a) Glass collection containers shall not exceed 64 gallons.

(b) Glass collection containers shall not be placed in the right-of-way prior to the evening of the day before the day scheduled for glass recycling collection. All empty containers shall be promptly removed from the right-of-way when emptied but no later than the same day as they are emptied.

(c) Glass collection shall not take place on Saturdays or Sundays.

(d) In order to avoid confusion and distraction all glass collection containers logos, graphics, and colors shall be minimal and designed to avoid distraction and mitigate any aesthetic impacts within the right-of-way and shall be distinguishable from City garbage and recycling containers.

5-18-106. Debris Removal.

Any spilled broken glass or debris caused by the intended removal shall be picked up and cleaned up by the driver immediately.

First Amendment to Residential Curbside Recycling Service Agreement Between Bountiful City and ACE Recycling and Disposal

This First Amendment to the Residential Curbside Recycling Service Agreement between Bountiful City and ACE Recycling and Disposal dated November 16, 2020, is hereby amended as follows:

1. Amendment: The Section of the above noted Agreement entitled "**Purpose:"** is hereby amended to read:

   Purpose: The parties enter into this automated residential recycling collection agreement for the purpose of providing bi-weekly (every-other-week) curbside collection of recyclable materials for the contract term of December 1, 2020, to November 30, 2022. The Contractor shall have the exclusive right, subject to terms hereof, to provide citywide residential recycling services within the City's corporate boundaries during the term of this Agreement. Exclusivity shall not apply to glass recycling services within the City and may be performed by other entities subject to all regulations contained in the Bountiful Municipal Code. The parties understand that the City shall collect payments for services and containers provided to its residents and that it shall pay the Contractor for its services and containers provided hereunder. Contractor will provide services for approximately 12,250 households within Bountiful City, which the parties anticipate will change during the term of the Agreement. Collection will be made in cans designed for automated collection.

2. Full Force and Effect: Except as expressly amended herein, the Agreement dated November 16, 2020, is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling.

   This First Amendment is executed and shall take effect on _____.

BOUNTIFUL CITY

_____
Randy Lewis, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

ACE Recycling and Disposal

BY: _____

Title: _____

BY: _____

Title: _____

City Council Staff Report

Subject: Holbrook Canyon to Ward Canyon Trail Design and Build Proposal
Author: Curtis Poole, City Planner
Department: Planning
Date: July 27, 2021

Background

The proposed Holbrook Canyon to Ward Canyon trail would be a new trail approximately 2.7 miles in length connecting the two canyons. This new trail is the last project for 2021 identified in the Trails Master Implementation Plan (TMIP) and earmarked for FY 2022. The latest version of the TMIP was presented to the City Council in February 2021. The trail will be constructed entirely on City owned property in unincorporated Davis County. Due to the existing steep slopes, creek crossings and rocky terrain, City Staff, with concurrence from the Trail Committee, determined the design and construction would be more technical and complicated and should be completed by an experienced trail builder.

Analysis

An RFP for a design/build project was posted on trail builder and state websites. The City received proposals from the following companies, which provided unit pricing per foot of trail (the costs below represent costs for an anticipated trail length of 2.7 miles):

Company	Base Cost	Extras	Total Anticipated
IMBA	$215,700	$33,300	$249,000
SingleTrack Trails	$117,423	Not Stated	$117,423
Avid Trails	$89,863	$7,520	$97,383

The companies that submitted a proposal are well known in the trail building industry. Avid Trails was awarded a contract from the County and is currently constructing the Bonneville Shoreline Trail (BST) between Wild Rose Trail in North Salt Lake and Mueller Park. They have experience working in the terrains found in the foothills bordering the City.

Avid Trail's design shows an understanding of the terrain and conditions they will experience. The total anticipated cost of $97,383 includes one potential bridge and signage. Staff has reviewed these additional costs and finds them to be reasonable in the construction of the trail.

Department Review

This proposal has been reviewed by the Planning Director, City Engineer, City Attorney and City Manager.

Significant Impacts

This trail has been identified in the Trails Master Implementation Plan for 2021. Funds for the contract are available with RAP Tax revenues and may also be reimbursed using the recently authorized Parks and Trails Bond.

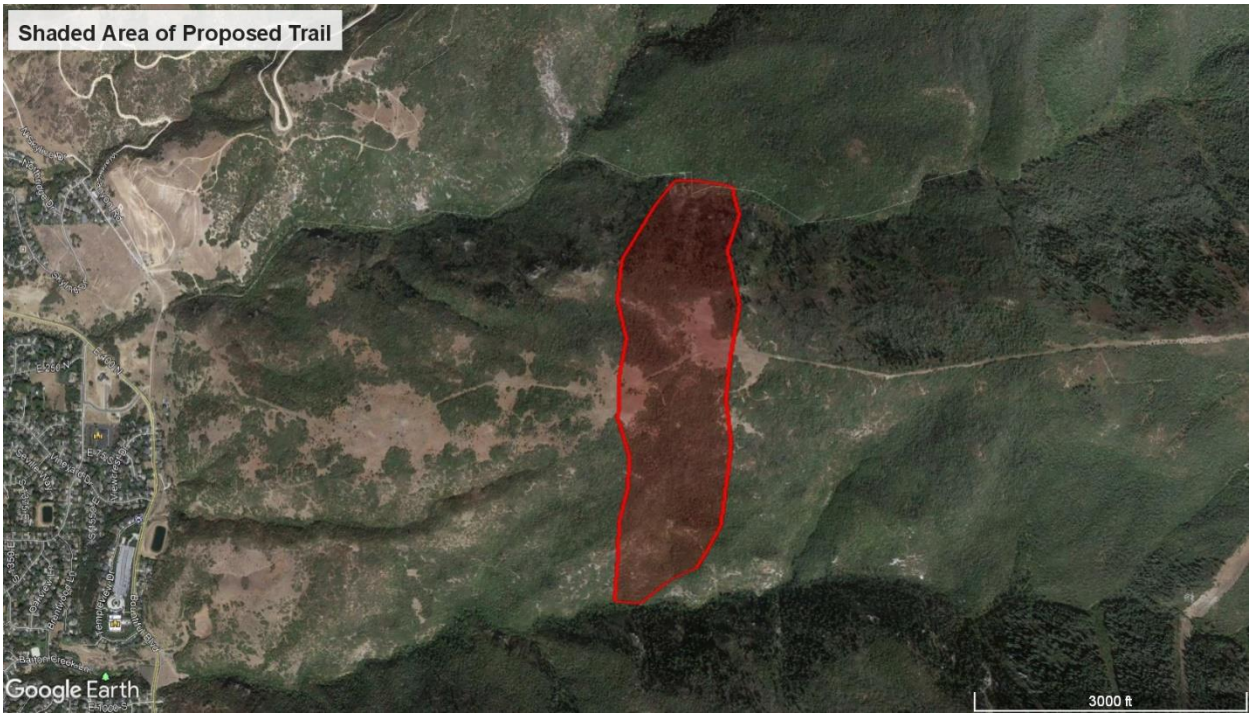
Recommendation

Based upon the reputation of Avid Trails, its work on trails locally and throughout the State and that Avid Trails is the low proposal, Staff recommends the City Council accept the proposal submitted by Avid Trails for the design and construction work of the trail identified at the price submitted in the proposal with the potential increase in costs as outlined above.

Attachments

1. Aerial Photo of Proposed Trail
2. Submitted Proposal

Aerial Photo of Proposed Trail



City Council Staff Report

Subject: SCADA System
Author: Kraig Christensen
Department: Water Department
Date: July 27, 2021

Background

The Supervisory Control and Data Acquisition (SCADA) system which monitors the operation of pumps, wells and reservoirs of the culinary water system is becoming obsolete. The original system purchased from Remote Control System (RCS) currently in use is 20+ years old and is running on the Windows 07 operating system which is no longer supported by Microsoft. Recent changes and additions to the Water system have resulted in the need to integrate operations under a single SCADA product which is capable of monitoring some of our older equipment as well as our new facilities. A secure SCADA system results in more efficient operation of the water system and help to maintain an appropriate level of cyber-security.

Analysis

Staff has solicited pricing from four vendors:

- RCS $5,350 (Current Provider)
- SKM $327,619.24
- Dorsett Controls $299,705
- APE (Microcomm) $383,172

One of the biggest reasons we would like to have the Dorsett Controls SCADA system here at the water department is how straight forward the system is to work on. Once the system has been installed, we will have the ability to work on the SCADA system ourselves to make changes to the different functions involved with Bountiful cities water system and design the layout for future facilities. The Dorsett SCADA is also backwards and forward compatible and that will allow us to have new sites added to the SCADA with out needing to upgrade the whole system once it is installed because the new equipment will work with the equipment when it was installed.

Dorsett Controls SCADA can record and all the information that is needed for our monthly and yearly reports to the state and county that are required for water system compliance. All the employees use the SCADA to monitor our system. Jerry and I use the SCADA to keep tabs on our system multiple times a day, while others are checking while on call for nights and weekends.

The RCS SCADA bid was to just get our newer Holbrook and 400 North sites installed onto the current system we are using today. This system is not going to be supported much longer and that can lead to cyber threats on our system. Along with the parts used in the

panels are not backwards and forwards compatible like the Dorsett SCADA. RCS is the low bid in this case and that is just to bring the three sites that we have built over the last few years onto the current SCADA system.

Department Review

I have reviewed the purchase with the Public Works Director and with the City Manager.

Recommendation

Staff recommends Council approve an amount of $299,707 for the purchase of a Dorsett Controls SCADA system.

Significant Impacts

The FY2021-2022 budget includes $300,000 for the SCADA project and is reflected in our 10-year capital plan. American Rescue Plan Act (ARPA) funds can be used for this project.

Attachments

none

City Council Staff Report

Subject: Truck Radios
Author: Kraig Christensen
Department: Water Department
Date: July 27, 2021

Background

The Water Department Budget for FY21-22 includes the purchase of radios for department vehicles, the Water Treatment Plant and the Water Department Headquarters building. The radios will improve communication on a daily basis and provide a reliable resource for communication during emergencies or other events. These radios are intended to function on the same system currently being used by the Street Department to avoid and unnecessary duplication of equipment.

Analysis

A proposal was received from UCS Wireless, who also has provided radio equipment and installation for the radios used by the Street Department and the Power Department. The proposal includes 7 radios for vehicles, 2 the radios for the fixed locations, and the installation of a new antenna at the Summerwood Reservoir site. The new antenna will improve coverage throughout the City for both the Street Department and the Water Department. The proposal from UCS Wireless for this equipment is $41,620.

Department Review

I have reviewed the purchase with the Public Works Director and with the City Manager.

Recommendation

Staff recommends Council approve an amount of $41,620 for the purchase of the radios and antenna from UCS Wireless.

Significant Impacts

This radio purchase was a budgeted item and will be reflected in this year's budget.

Attachments

none

City Council Staff Report

Subject: Calder well pump, motor and casing
Author: Kraig Christensen
Department: Water Department
Date: July 27, 2021

Background

The 70 year old Calder Well is a critical component of the Bountiful Water system. This source provides water to the southern and southeastern portions of the City where demands for water are very high. The Calder Well has only recently been returned to service after suffering a catastrophic failure earlier this year. Because of the critical need for the water produced by this source, Water Department Staff received authorization from the City Manger to proceed with repairs so the well could be returned to service before the high summer demands started. As a side note, the Water Department Budget for FY 21-22 also includes funding for a rehabilitation project for the well which will address issues related the well casing and the production of sand from the well.

After reviewing the situation with the Public Works Director and the City Manager, staff was given authorization to proceed with the repair of the equipment.

The Calder well site is a critical part of our water system and when the motor had a bearing fail back in April and sent figments of the bearing trough the pump. That in turn caused the electrical panel to trip out of service. I had a meeting with Gary and Lloyd about this problem and was given the go ahead to start the process of getting Calder well running. We got the pump and motor ordered and when they came out to install, they found that our well casing needed to be replaced along with the motor replacement. The casing was ordered, and shipment was delayed due to low supply from the casing pipe supplier. When the casing finally arrived the work at Calder well moved forward and the new pump and motor along with the casing got installed. We got this well site back up in time to help with the water demands of for the south side of the city. All the work has been finished.

Analysis

Repair of the well became a complex matter which was not "well understood" at the time the problem was initially discovered. Staff, with the assistance of one of our vendors, was able to determine that the motor was not operable, and it was necessary to remove the pump and motor from the well to replace the motor. Subsequently, bids were solicited from Delco Western ($41, 754.00) and Nickerson Company ($38,580.00) for a new motor. After

reviewing the situation with the Public Works Director and the City Manager, Staff directed Nickerson to proceed. As the pump and motor was removed from the well, it was also discovered that the column pipe which suspends the pump and motor in the well and directs the water to the water system had deteriorated to the point that it was no longer suitable for re-installation in the well. Because of supply chain issues, it was necessary to order the replacement pipe immediately, so that the repair could be completed with a minimal amount of delay. In the Nickerson shop, as the motor was separated from the pump, it was discovered that the pump was also damaged, and was no longer serviceable. Again, in the interest of completing the repair as quickly as possible, a new pump was ordered. The final cost of the replacement pipe, pump, motor and installation by Nickerson totaled $69,762.00. These components are anticipated to be used in the well after the rehabilitation work has been completed, and in the case of the column pipe, would have been discovered during disassembly for the rehabilitation work.

Department Review

I have reviewed the purchase with the Public Works Director and with the City Manager.

Recommendation

Staff recommends Council grant a retroactive approval in the amount of $69,762.00 for the purchase of the motor, pump and well casing for Calder well.

Significant Impacts

This will affect the contingency budget line item in our budget for emergency pump and motor replacements.

Attachments

none

City Council Staff Report

Subject: **Franchise Agreement – Teleport Communications America, LLC (AT&T)**
Author: **Clinton Drake**
Dept: **Legal**
Date: **July 27, 2021**

Background

Franchise agreements are contracts between the City and a company to allow the company to use the public rights of way to deliver their service or product. Franchise agreements are common with organizations that provide products and services such as natural gas, telephone, internet and cable television. The companies pay for the use of the rights of way by charging the consumer for a product or service delivered. Teleport Communications America, LLC (formerly TCG Utah), an AT&T company, currently provides telecommunication transmission services and wishes to continue to provide services in Bountiful City. Teleport entered into a franchise agreement in 2011. That term has now expired, and they request a new agreement to continue services.

Analysis

Bountiful City Municipal Code Title 11 allows for cable related services franchises in within the corporate limits of the City. Approval of the Franchise Agreement allows for Teleport to continue to provide services in Bountiful City.

The terms of the Agreement are identical to the previous agreement with very minor changes. Those changes include updates to the City's address and contact information, updated dates, and a clarification on one provision. The term of the Franchise Agreement is for a period of five (5) years with an option to renew for an additional five (5) years for a total of ten (10) years.

Department Review

This Staff Report was prepared by the City Attorney

Significant Impacts

Approval of the Franchise Agreement will permit Teleport to continue to provide services in Bountiful City.

Recommendation

It is recommended that the City Council approve the Franchise Agreement with Teleport.

Attachments

Resolution 2021-14 with Franchise Agreement attached.

BOUNTIFUL

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

BOUNTIFUL CITY, UTAH
RESOLUTION NO. 2021-14

A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH TELEPORT COMMUNICATIONS AMERICA, LLC

WHEREAS, Title 11 of the Bountiful City Municipal Code empowers and authorizes the City to issue non-exclusive franchises to govern the installation, construction and maintenance of systems in the City's rights-of-way; and

WHEREAS, the Bountiful City Council has reviewed the Franchise Agreement (attached hereto as Exhibit "A" and incorporated by this reference) between Bountiful City and Teleport Communications America, LLC, a Delaware Limited Liability Company (AT&T); and

WHEREAS, the City Council has determined that approving the Agreement with Teleport Communications America, LLC will benefit the City and will promote the health, safety and welfare of its citizens; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bountiful City, Utah, as follows:

Section 1. Approval. The Franchise Agreement between Bountiful City and Teleport Communications America, LLC is hereby approved.

Section 2. Authorization. The Mayor is authorized to execute the attached Franchise Agreement between Bountiful City and Teleport Communications America, LLC.

Section 3. Effective date. This Resolution shall take effect immediately upon passage.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 27TH DAY JULY, 2021.

_____
Randy C. Lewis, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between **BOUNTIFUL CITY** (hereinafter "the CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 795 South Main Street, Bountiful, Utah 84010, and **Teleport Communications America, LLC** (hereinafter "PROVIDER"), a Delaware Limited Liability Company, with its principal offices at 1 AT&T Way, Bedminster, NJ 07921.

W I T N E S S E T H:

WHEREAS, the PROVIDER desires to provide telecommunications services, as more particularly defined in Utah Code Ann. § 10-1-401, as amended, and in connection therewith to establish a telecommunications network, system and/or facilities in, under, along, over and across present and future Rights-of-Way of the CITY; and

WHEREAS, the CITY has enacted Title 11 of the Bountiful City Code (hereinafter "the Bountiful City Telecommunications Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY has enacted Title 6, Chapter 9 and elsewhere, of the Bountiful City Code (hereinafter "the Excavations in Streets and Public Properties Ordinance") which governs excavation and other work in the public Rights-of-Way of the CITY; and

WHEREAS, the CITY has enacted Title 12, Chapter 3, of the Bountiful City Code (hereinafter "the Telecommunications Service Tax Ordinance") which imposes a municipal telecommunications license tax on PROVIDER's gross receipts from telecommunications service that are attributed to the CITY in accordance with Utah Code Ann. § 10-1-403, as amended; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to maintain a telecommunications network, system and/or facilities in the CITY Rights-of-Ways.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinances. The CITY has adopted the Bountiful City Telecommunications Ordinance, the Excavations in Streets and Public Properties Ordinance, and the Telecommunications Service Tax Ordinance, and other applicable ordinances within the Bountiful City Code, (collectively "these ordinances"), which are incorporated herein by this reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with these ordinances. The parties agree that the provisions and requirements of these ordinances are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with their terms. The definitions therein shall apply unless a different meaning is indicated or defined herein. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of these ordinances which is determined by a court of competent jurisdiction to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend these ordinances at any time. The CITY shall give such notice as is required by law prior to any amendments. If there is any inconsistency between the PROVIDER's rights and obligations under these ordinances, as amended, and the specific terms of this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. Subject to the conditions stated herein, a Telecommunications Franchise is granted to the PROVIDER, and there is hereby conferred upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network, system and/or facilities in, under, above and across the present and future public Rights-of-Way of the CITY. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna or cable television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Costs. The PROVIDER shall pay all direct costs associated with the use of this franchise. Any costs incurred by the CITY in allowing the use of this franchise by PROVIDER shall be reimbursed by the PROVIDER within thirty (30) days of a billing of any such costs.

1.6 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with such applicable federal and state laws, the provisions of this Agreement, and with the Telecommunications Rights-of-Way Ordinance.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

Section 2.1 Franchise Fee. Pursuant and subject to the provisions of *Utah Code Ann*. § 10-1-406, as amended, the CITY shall not levy or collect a Franchise Fee on PROVIDER, but PROVIDER shall be subject to a municipal telecommunications license tax on PROVIDER's gross receipts from telecommunications service that are attributed to the CITY in accordance with the City's Telecommunications Service Tax Ordinance. Nothing herein shall limit the CITY's authority to impose a telecommunication tax or fee as permitted by Utah Code Ann. § 10-1-406 or elsewhere, as amended, including, but not limited to, a tax or fee: (1) to recover the management costs of the CITY imposed in accordance with Utah Code Ann. § 72-7-102, as amended; (2) on persons not subject to the City's Telecommunications Service Tax Ordinance and that locate telecommunications facilities within the CITY; and (3) relating to excavation, construction, or installation of a telecommunications facility and that addresses the safety and quality standards of the CITY for excavation, construction or installation of such facilities. Any tax or fee imposed in accordance with the exceptions delineated herein shall be imposed by ordinance and on a competitively neutral basis.

ARTICLE 3. TERM AND RENEWAL.

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise is sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed once by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Duty of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, or if the PROVIDER ceases to do business for a period of twelve (12) months, the PROVIDER shall have the duty to promptly remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good a condition as the same was before the removal was effected.

ARTICLE 5. POLICE POWERS.

5.1 Police Powers. The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties. The PROVIDER agrees to abide by all such ordinances, rules and regulations unless they are in violation of specific terms of this Agreement.

ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

6.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances referenced herein is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof; provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, material consideration for the CITY is its ability to collect the Telecommunications License Tax during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement and referenced Ordinances. For the PROVIDER, material consideration is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement and referenced Ordinances.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may

declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(b) The PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES DESIGNEES.

8.1 CITY Designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. All notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the City Manager, Bountiful City Hall, 795 South Main Street, Bountiful, Utah 84010, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's representative regarding administration of this Agreement and all notices from the CITY to the PROVIDER pursuant to this Agreement shall be to Teleport Communications America, LLC, Attention: Christopher J Och, 1 AT&T Way, Room 3A234G, Bedminster, NJ 07921; with a copy to: AT&T Services Inc., Attention: Legal Department, Network Services, One AT&T Way, Bedminster, NJ 07921. The PROVIDER may update the officer and address as the PROVIDER may designate by providing written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppel by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall secure and maintain, and furnish to the CITY evidence, that PROVIDER, and each of its contractors, has the following insurance:

(a) commercial general liability and property damage insurance, with the City as an additional insured. Any and all insurance shall be in a form, in an amount, and of a scope of coverage acceptable to the CITY, at a minimum, $2,000,000 per occurrence and $3,000,000 general aggregate.

(b) business automobile liability insurance that provides coverage for owned, hired and non-owned vehicles, with the City as an additional insured, with a combined single limit of $2,000,000 per occurrence and $3,000,000 general aggregate.

(c) worker's compensation and employer's liability insurance, sufficient to cover, in amounts required by law, all of the Company's employees, its contractor and its contractors' employees.

In the event that governmental immunity limits are altered by legislation or judicial opinion, PROVIDER and contractors shall obtain and provide evidence of insurance in an amount acceptable to the City.

9.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 10. INSTALLATION

10.1 Attachment Agreement. Nothing herein shall be deemed to grant PROVIDER the use of existing CITY pole lines, conduit or other infrastructure. A separate agreement is required for any such use. Any such use may be accepted or rejected by the City, in its sole discretion.

10.2 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY will give the PROVIDER a schedule of street repairs in advance of CITY work which schedules may be subject to change based upon funding. In addition, the CITY will hold regular meetings with the PROVIDER to provide updates to road projects and opportunities to share costs on burying lines.

10.3 Underground Installation. Unless otherwise provided herein, all of PROVIDER's facilities within the CITY shall be constructed underground. Provider may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) PROVIDER agrees to move the facilities underground at PROVIDER's sole cost and expense when the CITY directs and so long as the CITY, at the same time, directs other franchisees with overhead facilities in the same location to move their facilities underground. Where poles are permitted, PROVIDER must use existing poles and cannot install new poles.

10.4 Excavation Permit. PROVIDER shall comply with the City's Excavations in Streets and Public Properties Ordinance and any other applicable City Ordinances regarding installations, repair or work within the public Rights-of-Way.

10.5 Workmanship. PROVIDER shall maintain all of its installations, connections, wires, etc., in a safe, workable, prudent, utility-like condition and manner.

ARTICLE 11. GENERAL PROVISIONS.

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall

not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.6 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.7 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.8 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

SIGNED AND ENTERED INTO this ____ day of _____, 2021.

BOUNTIFUL CITY

By: _____
Randy Lewis, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

Teleport Communications America, LLC

By: _____
Title: _____

_____
(Print Name and Title Here)

ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2021, personally appeared before me _____, who being by me duly sworn did say that he or she is the _____ of **Teleport Communications America, LLC** and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and he or she acknowledged to me that said corporation executed the same.

_____
Notary Public

My Commission Expires: Residing at:

_____ _____