

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, December 11, 2018

7:00 p.m. – Regular Session

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

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

AGENDA

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. **Public Comment** - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meetings held on November 13 (Finance Committee), 20 & 27, 2018
p. 3
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid November 19, 26 & December 3, 2018 p. 19
 - b. October 2018 financial report p. 23
7. Consider approval of the purchase of equipment from various vendors to complete the Server, Storage, Network upgrade project in the total amount of \$127,863.11 – Mr. Alan West p. 37
8. Consider approval of the Public Notice of Bountiful City Council meetings for 2019 – Mr. Gary Hill
p. 53
9. Consider a motion to accept the 2018 Biennial Moderate Income Housing Report and authorize staff to forward a copy to the Department of Workforce Services and the local association of governments as required by State law – Mr. Chad Wilkinson p. 55
10. Consider approval of the proposal from Precision Concrete Cutting to provide trip hazard elimination at the unit price of \$26.95 per inch-foot – Mr. Lloyd Cheney p. 63
11. Consider approval of the Seifert Subdivision located at 9950 South 725 West, Mr. Roger Seifert, applicant – Mr. Lloyd Cheney p. 71
12. Consider approval of the release of easement located at 583 E Pheasant Circle and authorizing the Mayor to sign the Release of Easement document – Mr. Lloyd Cheney p. 75
13. Consider approval of cell tower lease extensions/amendments with Crown Castle – Mr. Clinton Drake p. 79
14. Adjourn


City Recorder

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Minutes of the
BOUNTIFUL CITY FINANCE COMMITTEE

November 13, 2018 – 4:00 p.m.

Present: Mayor Randy Lewis
Councilmembers Richard Higginson

Department Directors/Staff:
Finance Director Tyson Beck
Asst. Finance Director David Burgoyne
Asst. City Manager Galen Rasmussen

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

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4:00 p.m.
Planning Conference Room

20 Mayor Randy Lewis welcomed those in attendance, and called the meeting to order at 4:05
21 p.m.

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**REVIEW OF THE FISCAL YEAR 2018 COMPREHENSIVE ANNUAL FINANCIAL
REPORT (CAFR) – MR. TYSON BECK**

25 Tyson Beck, Finance Director, began by stating that the CAFR and independent financial
26 audit for the fiscal year 2018 were complete and all financial statement submission requirement were
27 fulfilled. Additionally, Mr. Beck stated that the fiscal year 2018 CAFR has been submitted again to
28 the Government Finance Officers Association for consideration of their CAFR award, which would
29 be the City’s 38th consecutive year if awarded. Only three other governments in Utah have received
30 the CAFR award for a longer consecutive streak.

31
32 Mr. Beck then reviewed with the committee the financial results for fiscal year 2018. This included a
33 review of each of the City’s operating fund’s net income or loss as well as their equity positions. The
34 cash and investment balances of the City were also reviewed.

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36 Mr. Beck finished the review of the fiscal year 2018 financial results with a review of the
37 Management’s Discussion and Analysis section of the CAFR that compares the revenues and
38 expenses from fiscal year 2017 to fiscal year 2018.

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**REVIEW OF THE FISCAL YEAR 2018 INDEPENDENT FINANCIAL STATEMENT
AUDIT – MR. GARY KEDDINGTON (KEDDINGTON & CHRISTENSEN, CPA’S)**

42 Mr. Beck turned the time over to Gary Keddington who was the Audit Partner in charge of the
43 City’s independent financial statement audit.

44
45 Mr. Keddington explained briefly the audit process and objectives. He stated that the City’s
46 fiscal year 2018 CAFR received an unmodified or “clean” opinion meaning that it complied in all
47 material respects with Generally Accepted Accounting Principles (GAAP). He also stated that

1 although the audit was not intended to test internal controls, they did review the internal controls over
2 financial reporting and did not find any material weaknesses in the City's controls.

3
4 Mr. Keddington reviewed with the committee two findings that arose during the test work of
5 the audit as outlined in the auditor's Supplemental Report dated October 31, 2018.

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7 The Finance Committee meeting was adjourned at 5:10 p.m.

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Mayor Randy Lewis

City Recorder

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**Minutes of the
BOUNTIFUL CITY COUNCIL
November 20, 2018 – 7:00 p.m.**

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, John Marc Knight,
Chris Simonsen
City Attorney Clinton Drake
City Recorder Shawna Andrus
Recording Secretary Maranda Hilton

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

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

Mayor Randy Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance. Dr. Christian Bahr led the Pledge of Allegiance and Mr. Steve Olsen, Chaplain at South Davis Community Hospital, offered a prayer.

The Mayor began by stating that the number of people interested in filling the vacancy left by Beth Holbrook on the City Council is very impressive and says a lot about the willingness of our community to serve and sacrifice for one another. He led the City Council in a round of applause for each of the applicants there tonight. He then turned the meeting over to Mr. Clinton Drake, City Attorney, to explain the procedure for selecting a new council member. Mr. Drake explained how the meeting would be structured and how the voting would work after all applicants had spoken. The person chosen to fill the vacancy will be sworn in to their new position on November 27, 2018, the next regular City Council Meeting.

APPLICANT INTERVIEWS

Forty applications were received by the City, with one applicant having withdrawn their application prior to the meeting. Each applicant was given three minutes to address the Council, and the Council was allowed time to ask any follow-up questions they wished. Applicants were chosen in a random speaking order by drawing names out of a container by the City Recorder, Shawna Andrus.

The order their names were drawn were:

Rob Hunter
Nicholas Price – Not Present
Nicole Simons
Brad Johnson
Adam Long
Tiffany Twitchell-Smith – Not Present
Tatiana Fallon
Bryce Krogue

1 Beth Child
2 David Peterson
3 Kason Kendall
4 Elaine Oaks
5 Larry Livingston
6 Emily Mabey – Not Present
7 Kate Bradshaw
8 Jay Alexander
9 Doug Smith
10 Seth Wright
11 Teresa Call
12 David Cope
13 Bret Hutchings
14 Keenan Price
15 Richard Watson
16 Joshua Holdstock – Not Present
17 Jamie Welch Jaro
18 Tiffany Smith
19 Millicent Bahr
20 Gary Nelson
21 Shirley Simmons
22 Randall Edwards
23 Richard Strong
24 Jim Clark
25 Jon Bouwhuis
26 Seth Allen
27 Joseph Pascoe
28 David Hill
29 Alex Densley
30 Dave Wheeler
31 Kathleen Anderson

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33 After all applicants finished speaking it was made known that at least one applicant had
34 arrived too late to speak during their turn and they wished to know if they could speak now. The
35 Mayor presented it to the Council and looked for a motion. Councilman Knight made a motion to
36 allow all applicants who had missed their turns be allowed to speak at this time and Councilman
37 Higginson seconded the motion. The motion passed with Councilmembers Harris, Higginson, Knight
38 and Simonsen voting “aye”.

39 Mr. Drake asked if each missed applicant was present or not:

40
41 Joshua Holdstock - Not present
42 Emily Mabey – Not present
43 Nicholas Price – Present
44 Tiffany Twitchell-Smith – Not Present
45 Nicholas Price was then given three minutes to address the Council.
46

1 In total, 36 applicants addressed the Council. The Councilmembers took time to express their
2 sincere thanks to each person who addressed them that evening, saying that the decision would be a
3 very difficult one, and that many of the applicants were very qualified. The love for Bountiful that
4 was expressed by everyone there was impressive and they hoped people would continue to serve their
5 community even if not chosen for the Council at this time.
6

7 **COUNCIL VOTING**

8 Councilmembers were given voting sheets with each applicant's name, and instructed to vote
9 for up to their top six choices. First choices were given six points, second choices were given five
10 points, third choices were given four points, fourth choices were given three points, fifth choices
11 were given two points and sixth choices were given one point. The voting process was completed
12 publicly with the meeting still in session while Councilmembers filled out their ballots. When all
13 ballots were completed, Ms. Andrus collected them, and she and Mr. Drake counted all points.

14 At 9:36 p.m. counting was complete and the top seven applicants by points were displayed on
15 the projector screen:
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17 Kate Bradshaw – 15 points
18 Beth Child – 8 points
19 Millicent Bahr – 6 points
20 Tiffany Smith – 5 points
21 Richard Watson – 5 points
22 Bret Hutchinson – 4 points
23 Elaine Oaks – 4 points
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25 Councilwoman Harris asked to make a motion that all finalists be given an additional
26 opportunity to speak and Councilman Higginson seconded the motion. The motion passed with
27 Councilmembers Harris, Higginson, Knight and Simonsen voting "aye".
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29 The finalists' names were drawn in a random order and they were given one minute each to
30 speak:
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32 Tiffany Smith
33 Beth Child
34 Richard Watson
35 Elaine Oaks
36 Bret Hutchinson
37 Kate Bradshaw
38 Millicent Bahr
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40 Mayor Lewis thanked all of the applicants once more and looked for a motion from the
41 Council. Councilman Higginson made a motion to appoint Kate Bradshaw to fill Beth Holbrook's
42 vacancy for the remainder of Beth's term. Councilman Knight seconded the motion. The roll call vote
43 was taken:
44

45 Councilman Higginson "Aye"
46 Councilman Knight "Aye"

1 Councilman Simonsen “Aye”
2 Councilwoman Harris “Aye”

3
4 Mayor Lewis announced Kate Bradshaw as the new City Councilmember and invited her to
5 come and speak one more time. Kate thanked the Council and said she felt honored and humbled to
6 be selected from among such a fine group of applicants. She introduced her husband, Michael
7 O’Connor, and her parents, Dan and Holly Bradshaw, who were in attendance.

8 Mayor Lewis looked for a motion to adjourn the special session of City Council. Councilman
9 Higginson made the motion to adjourn and Councilman Simonsen seconded the motion. The motion
10 passed with Councilmembers Harris, Higginson, Knight and Simonsen voting “aye”. The special
11 session of the City Council was adjourned at 9:51 p.m.

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Mayor Randy Lewis

City Recorder

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**Minutes of the
BOUNTIFUL CITY COUNCIL**
November 27, 2018 – 6:00 p.m.

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Present:	Mayor	Randy Lewis
	Councilmembers	Kate Bradshaw, Kendalyn Harris, John Marc Knight, Chris Simonsen
	City Manager	Gary Hill
	City Prosecutor	Jacob Fordham
	City Planner	Chad Wilkinson
	City Engineer	Lloyd Cheney
	Finance Director	Tyson Beck
	Streets & Sanitation Director	Gary Blowers
	Asst. Streets & Sanitation Dir.	Charles Benson
	Water Director	Mark Slagowski
	Police Chief	Tom Ross
	City Recorder	Shawna Andrus
	Recording Secretary	Maranda Hilton

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Others Present:

Second District Court Judge	Glen R. Dawson
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Excused:

Councilmembers	Richard Higginson
City Attorney	Clinton Drake

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Work Session – 6:00 p.m.
Planning Conference Room

Mayor Randy Lewis called the meeting to order at 6:02 p.m. and welcomed those in attendance and excused Councilman Higginson who is out of the state.

Before beginning with the agenda items, he welcomed Kate Bradshaw as the newest councilmember and thanked her for being there.

ICE RIBBON UPDATE – MR. GARY HILL

Mr. Gary Hill, City Manager, talked about the progress that has been made in the design and development of an ice ribbon element in the future Downtown Plaza. More specifically he talked about how the estimated construction costs have decreased significantly since the last discussion (they were \$3.8M), and that the committee was able to get other estimates that have made this project possible again. He showed a rough draft rendering of what the ice ribbon might look like and how it could potentially be integrated into the Plaza.

Some of the proposed elements include an ice ribbon anywhere between 6,000 and 8,500 square feet that flows as a pathway and wraps around one corner of the plaza. It would have one end

1 near the concession stands in order to encourage more revenue from concessions. It would have
2 seating along the outside, natural gas heating elements in the middle and on the sides for keeping
3 residents warm, landscaping in the middle areas, a covered seating pavilion and a skate rental
4 building. One element they have decided to remove from the initial design concept is a six-foot
5 climbing wall. The cost of putting in the wall doesn't work well with the budget for the project, and
6 there will be other natural boulders, steps and landscaping elements that will allow the same kind of
7 activity.

8 Looking at the budget numbers, the basic ice rink and mechanical ice making system would
9 be about \$1.2 million (for a rink that is 8,500 square feet). The building that houses the chilling
10 equipment, ice surfacing equipment and the rental desk and rental skates would cost around
11 \$450,000. The ice surfacing equipment would be around \$74,000. Some costs that are very
12 negotiable at this point depending on whether they are included in the design (either now or possibly
13 add them later) are: lockers/cubbies, specialty signage, building computer system network, curving
14 handrails, fire pits, shade canopy, specialized lighting and sound equipment, patio heaters, etc. All of
15 these costs would put the construction at \$1.9 million, with design and engineering services costs
16 putting the total cost to the City for an 8,500 square foot facility around \$2.2 million for everything.
17 FFE items would then be the responsibility of the Recreation District to fund.

18 The interlocal agreement with the Recreation District that is on the agenda has a safety net
19 built in, and would commit the City to paying \$1.4 million (the amount from the RAP Tax fund to
20 use for this project), with the ability to spend more money if the City decides to. This ensures that the
21 City does not have to commit to build an ice ribbon at any cost, but will build what they decide they
22 can afford. The concern for the City has never been being able to afford the construction of the ice
23 ribbon, but has been about operational logistics (who would operate the facility) in the future. In talks
24 with the Recreation District, they feel that they will be able to turn a small profit from their operation
25 of the ice ribbon skate rentals, concessions, etc.; so the ice ribbon has become a possibility because of
26 their involvement.

27 Councilmembers expressed that they really liked the design that was presented, and were
28 excited to have this be a feature of the downtown area. It is expected to help bring a lot of life and
29 business to the City, and they are excited to see the benefits of it. Questions were asked about how
30 exactly the City would fund this project if the decision was made to go over the \$1.4 million RAP
31 Tax amount. Mr. Hill answered that any remaining costs would be funded through the City's Capital
32 Projects Fund, and he feels very confident, based on projections, that this will not be a problem. The
33 fund has been steadily increasing in balance over the past 12 years, and even if conservative revenues
34 are projected over the next 10 years, there will still be a net increase in the balance. Funding the ice
35 ribbon will not mean sacrificing any funds for the other projects paid for out of the Capital Projects
36 Fund (roads, buildings, etc). It was mentioned also that building the ice ribbon will become more
37 expensive if building it is put off due to increasing prices of steel and cement. Now that there is a
38 more detailed design, and once the interlocal agreement with the Recreation District is signed, the
39 project should get started as soon as it can.

40 Mr. Hill wanted to know if Councilmembers had any concerns or suggestions about the ice
41 ribbon's design. What elements do they think are most important in order to accomplish the
42 objectives of having this ice ribbon in our downtown area? The elements in the design of the ice
43 ribbon that Councilmembers wished to see be made priorities were seating for parents who come to
44 watch their children skate, heaters and shelters to keep people warm in the winter, the ribbon being
45 large enough, and the atmosphere elements (lighting) for evening skating.

1 After discussion on the ice ribbon concluded, the Mayor took a few minutes to comment on
2 the Tree Lighting ceremony and choir sing-along event he had participated in the previous evening.
3 The event was organized and funded by the Main Street Merchants Association, who did a wonderful
4 job. The choirs were great, and the attendance of around 300-400 people was impressive. Looking to
5 the future, construction should be completed on the new Plaza and the ice ribbon for next year's tree
6 lighting event, which is really exciting to think about.

7
8 The work session of the City Council was adjourned at 6:47 p.m.
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10 **Regular Meeting – 7:00 p.m.**
11 **City Council Chambers**
12

13 Mayor Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance.
14 Mr. Gary Blowers, Streets & Sanitation Director, led the Pledge of Allegiance;
15 President Jared Wendell, Counselor in the Bountiful Orchard Stake, gave a prayer.
16

17 **SWEARING IN OF NEW COUNCIL MEMBER**

18 The Mayor turned the time over to City Recorder, Shawna Andrus, who swore in new
19 Councilwoman, Kate Bradshaw.
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21 **PUBLIC COMMENT**

22 No public comments were made.
23

24 **APPROVE MINUTES OF PREVIOUS MEETING HELD ON NOVEMBER 13, 2018**

25 Two revisions were requested to the previous meeting's minutes. Councilwoman Harris asked
26 that we correct the spelling of a BCYC member's name (Abby Child reported for the BCYC at the
27 last meeting, and her last name had been misspelled as "Childs"). Councilman Simonsen asked that it
28 be clarified that Councilman Knight had said "let's build the damn thing" which was left too vague in
29 the minutes and could have been erroneously attributed to him instead.

30 With those two revisions, Mayor Lewis called for a motion to approve the minutes.
31 Councilwoman Harris made a motion to approve the minutes with those corrections and Councilman
32 Knight seconded the motion. The motion was approved with Councilmembers Bradshaw, Harris,
33 Knight and Simonsen voting "aye".
34

35 **COUNCIL REPORTS**

36 Councilman Knight welcomed Councilwoman Bradshaw to the Council. He then expressed
37 his excitement about the forward movement being made with the downtown plaza and the ice ribbon,
38 and how beneficial those projects will be for the City.

39 Councilman Simonsen wished to thank the Mayor for conducting the Tree Lighting ceremony
40 the previous night, and said it was a wonderful event with beautiful choirs, doughnuts, hot chocolate,
41 and a very big crowd, which was nice to see.
42

43 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID NOVEMBER 5 &**
44 **12, 2018**

45 The Mayor called for a motion to approve the weekly expenditures > \$1,000 paid November 5
46 & 12, 2018. Councilman Knight made the motion and Councilwoman Harris seconded the motion.

1 The motion was approved with Councilmembers Bradshaw, Harris, Knight and Simonsen voting
2 “aye”.

3
4 **RECOGNITION OF JUDGE DAWSON – MR. JACOB FORDHAM**

5 Mr. Jacob Fordham, City Prosecutor, honored Judge Glen R. Dawson who has served as a
6 state court judge for 24 years, with 22 years of that also spent serving the City of Bountiful. He will
7 be retiring from service next month. He was honored for being a kind, honest judge over his career,
8 and for always doing an exemplary job of interpreting and applying the law in a fair manner. Flowers
9 were presented to Judge Dawson and his wife, Sue, for their work and tireless service on behalf of
10 our City.

11 Judge Dawson spoke a few words expressing what an honor it has been for him to serve the
12 State of Utah and the City of Bountiful for over 20 years. As residents of the City, he and his wife
13 love living here. He honored his wife’s contribution and service, saying that she would always
14 answer the late night phone calls with kindness, and always had cookies ready when officers came by
15 the house to have a search warrant signed.

16 The Mayor then read a letter from the City Council, which will be framed and presented to the
17 Judge at a later time.

18 Chief of Police, Tom Ross, took a few minutes to thank Judge Dawson as well. They have
19 worked together for many years, and he has the greatest respect for Judge Dawson and what he has
20 done for the City and for the residents of Bountiful. He appreciates Judge Dawson’s ability to be fair
21 and impartial, and also the personal relationship that has developed over the years. He has been the
22 beneficiary of the warm reception at the judge’s home and of the cookies.

23
24 **CONSIDER APPROVAL OF THE SITE PLAN FOR MIXED USE DEVELOPMENT ON**
25 **PAD A OF THE RENAISSANCE TOWN CENTER, 1501 SOUTH RENAISSANCE TOWN**
26 **DRIVE – MR. CHAD WILKINSON**

27 Mr. Chad Wilkinson, City Planner, presented the site plan, stating that it was actually a
28 reapplication of a plan originally submitted and approved in April, 2017. The approval expired in
29 October of 2018, so it is now before the Council to be approved again. There have not been any
30 substantial changes since it was approved before and they are very close to the issuance of building
31 permits. The proposed building will be a mixed-use building with residential on the upper floors and
32 commercial spaces on the ground floor. The Planning Commission has taken a look at the plan and
33 has passed along the recommendation that it be approved again with two conditions. The first
34 condition is that the building permit needs to be obtained within six months’ time. The second
35 condition has to do with adjusting some dimensions related to disabled persons parking.

36 The Mayor called for motion to approve the site plan for a mixed-use development on Pad A
37 of Renaissance Town Center. Councilwoman Harris made the motion and Councilman Simonsen
38 seconded the motion. The motion was approved with Councilmembers Bradshaw, Harris, Knight and
39 Simonsen voting “aye”.

40
41 **CONSIDER APPROVAL OF THE PROPOSED CHANGES TO THE DRIVEWAY**
42 **STANDARDS FOR THE SINGLE FAMILY RESIDENTIAL ZONE AND HOLDING A**
43 **PUBLIC HEARING TO ALLOW FOR PUBLIC COMMENT – MR. CHAD WILKINSON**

44 Mr. Wilkinson reminded the Council that a few months ago they had asked the City to review
45 the parking and driveway standards for single-family residential parking based on the request of a
46 certain resident. The Public Works inspector, the City Engineer, the Public Safety staff and the

1 Streets Department all had a hand in looking at the current code and weighing in on any changes that
2 could possibly be made. Keeping in mind that the City Council requested that the Open Space
3 requirement and the Driveway Separation standard not be changed, the Planning Commission looked
4 at other possibilities for amendments to the standards. Three major areas were found that could be
5 changed.

6 The first recommendation would be reducing the sideyard access width from 12 feet to 8 feet.
7 This would allow properties that only have the minimum 8 foot setback to have access to parking in
8 the rear yard (with an approved driveway, to an approved garage or parking area) if desired.
9 Currently properties must have at least a 12 foot setback in order to meet the standard for rear parking
10 access. The 8 feet would have to be clear space, with no door stoops or window wells, etc.

11 The second recommendation is to provide more opportunities for parking on corner lots. The
12 current code states that corner lots can only have parking in the rear or sideyard if there is an
13 approved garage or carport. The Planning Commission feels that if the restriction was changed to say
14 that parking would be approved with a minimum setback of 10 feet and some fencing/screening in
15 place, then that would be a beneficial amendment to gain more off-street parking options.

16 The third recommendation would be to approve additional driveway opportunities for large
17 lots. Right now, large lots can only have two driveways (the same as most smaller lots). The
18 recommendation would be to allow lots at least one acre in size and with at least 150 feet of frontage
19 to have a third driveway if desired.

20 One option that was discussed that is not recommended by the Planning Commission is to
21 allow more parking in the front yard. This was discussed in great detail. The current code does not
22 allow parking between the front of the house and the street. The main concern for the Planning
23 Commission is aesthetics if this code is changed. They fear that many people would not take care to
24 keep the properties looking nice and that the number of vehicles parked between the front of the
25 house and the street would be unsightly. They feel that approving the front yard parking changes
26 would have significant impacts on the look and feel of Bountiful City.

27 Although aesthetics is a large part of the reasoning behind many City codes and keeping
28 Bountiful a nice place to live and work, there are other reasons to keep the 50% open
29 space/landscaping rules that we have. One of those reasons is that we need the ability to absorb and
30 filter storm water. When we have too much pavement (or other impervious surfaces) it causes there to
31 be a greater amount of runoff and causes problems in the water systems that aren't always designed
32 to handle a larger amount of water runoff. The State has adopted this code as part of a low-impact
33 development standard, and work is done under those standards.

34 The driveway spacing standard is also important for many reasons. It allows for more on-
35 street parking in the summer, space for trash and recycling pick-up, on-street snow-storage during the
36 winter months, and provides access to fire-hydrants.

37 Mr. Wilkinson explained that some of the Planning Commissioners questioned why the City
38 should make any changes to the parking and driveway standards. Some feel that there is already a
39 good process in place for making exceptions when needed. The process is called "variance", and
40 anyone who feels they need an exception and can show that they meet State criteria for a variance
41 and can be approved to obtain an exception from the rules as desired. One option for the City Council
42 is to simply not accept any of the proposed changes to the code at this meeting. They could also give
43 the Commission more advice on what they should look at and wait until a later date to make changes.

44 When Mr. Wilkinson finished his overview of the recommendations, the Mayor opened up the
45 floor to begin the Public Hearing section of the meeting at 7:39 p.m.. First, *Mr. Mark Menace (349 W*
46 *300 N)* spoke and voiced his concerns that the parking problem in Bountiful is a very significant one

1 for many residents. He has seen many neighbors add additional parking areas to their properties in
2 order to solve the problem, only to be told their improvements do not follow the code and that they
3 must be removed. He also stated that living on an older property and especially in a cul-de-sac makes
4 it more difficult to meet the minimum standards. He appreciates the work the Planning Commission
5 has done to recommend changes to the code, but feels that they are simply not enough, and asked that
6 they continue to find ways to solve the problem. *Mr. Gary Davis (2814 S 500 W)* agreed that there is
7 a parking problem. He feels that there have been some good solutions proposed, but that he would
8 like to see more thought given to alternative surfaces. There are other parking surfaces besides
9 concrete and asphalt and he would like to see more opportunities for people to use semi-permeable
10 surfaces that keep the aesthetics of the home while also providing more parking spaces. *Taylor Crane*
11 *(177 W 1800 S)* thanked the City Council for considering the changes proposed, saying that he would
12 definitely benefit from those changes. However he asked that they continue to find more changes,
13 because there is definitely a parking problem especially to older properties, such as where he lives.
14 *Sherman Wright (906 S 750 E)* spoke about the problems he has faced since moving to his home. He
15 feels that the changes he made to his home in order to provide more parking space in the front of his
16 home has improved the look and aesthetic (compared to the previous owners), but he has been told he
17 must remove it because it violates the code. He hopes that the City can come up with a more
18 equitable and kind way to find solutions to these types of problems, because cost to landowners is
19 very high.

20 The Mayor then closed the public hearing portion of the meeting at 7:59 p.m. and turned the
21 time back to Mr. Wilkinson. Mr. Wilkinson took some time to clarify some of issues that had been
22 raised by residents during the public hearing portion of the meeting. He reiterated that every lot in
23 Bountiful has some kind of constraint, which makes it difficult to make broad laws that accommodate
24 everyone's issues. However, the majority of single family lots could have two double-wide
25 driveways, so long as the spacing and open space requirements were met. He also reiterated the
26 variance request process that exists to help people who can show they have a grievance and meet the
27 State standards for a variance. The Planning Department is eager to help any property owner who
28 comes to them looking for ways to solve the problems they face. They can offer advice and practical
29 solutions that fall within the current codes. When property owners do not make sure their changes are
30 to code beforehand, it puts the City in a difficult spot. On the issue of alternative surface materials, he
31 has looked into the use of structural pavers as an option for additional parking space, and has
32 approved the use of them for several property owners in the past.

33 Councilwoman Harris took a moment to say that this a very difficult issue, and she
34 understands that many people have had a hard time while trying to deal with it. She appreciated the
35 Planning Commission's work trying to find solutions, and she hopes that we will not stop trying to
36 find ways to help, and that work on a solution will continue.

37 The Mayor then called for a motion. Councilman Knight made a motion to approve the
38 proposed changes to the driveway standards as presented by staff and Councilman Simonsen
39 seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and
40 Simonsen voting "aye".

41 Mr. Wilkinson pointed out that the Council would need to approve the ordinance by name, so
42 Councilman Knight made a motion to approve Ordinance 2018-13 and Councilman Simonsen
43 seconded, and the motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen
44 voting "aye".

45

1 **CONSIDER APPROVAL OF PRELIMINARY SITE PLAN REVIEW FOR A PROPOSED**
2 **SIX-UNIT MULTIFAMILY BUILDING LOCATED AT 55 WEST 400 SOUTH, BRIAN**
3 **KNOWLTON, APPLICANT – MR. CHAD WILKINSON**

4 Mr. Wilkinson told the council about a plan to build a new six-unit multi-family development
5 in the downtown zone. The plan has been submitted by Mr. Brian Knowlton. The unit is residential;
6 however the ground floor has been designed to meet commercial space standards (12 foot ceilings,
7 etc.) enabling it to be converted to a commercial space in the future if desired. The one major issue on
8 this development site is that encroachment from surrounding lots has happened over the years, so the
9 site is smaller than what it was originally thought to be. The Planning Commission would require that
10 after the preliminary approval happens, the developer must get a survey of the property done to know
11 exactly how much space they have. They would like the plan to include a disabled parking space if at
12 all possible (although it is not required by the code), especially if the ground floor was ever converted
13 into a commercial space. In addition, the Planning Commission is asking that there be more windows
14 on the building, that some of the architectural elements wrap around to more sides of the building
15 (because it can be seen from the street), and that trees be planted along the property line.

16 The preliminary site plan has a unanimous approval recommendation from the Planning
17 Commission (with the suggested changes made). The final site plan would be brought before the
18 Council at a later date if they approve the preliminary plan tonight.

19 The Mayor asked for a motion. Councilman Knight made a motion to approve the preliminary
20 site plan as presented by staff and Councilwoman Harris seconded the motion. The motion passed
21 with Councilmembers Bradshaw, Harris, Knight and Simonsen voting “aye”.

22
23 **CONSIDER GRANTING FINAL ACCEPTANCE OF THE VAL VERDA MEADOWS**
24 **SUBDIVISION AND APPROVING THE FINAL RELEASE OF THE BOND – MR. LLOYD**
25 **CHENEY**

26 Mr. Lloyd Cheney, City Engineer, presented the request for final acceptance of the Val Verda
27 Meadows subdivision. The subdivision is in the South Davis Water District, so utilities such as
28 culinary water, irrigation and sewer are not provided by Bountiful, and even the storm drain system is
29 maintained privately by one of the property owners. He explained that acceptance would mean the
30 City is now responsible for the perpetual maintenance of street improvements. The subdivision is
31 now past its period of warranty, and is shown to be free of defects.

32 The Mayor called for a motion. Councilman Simonsen made a motion to grant final
33 acceptance of the Val Verda Meadows subdivision and Councilwoman Bradshaw seconded the
34 motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting
35 “aye”.

36
37 **CONSIDER APPROVAL OF A CONTRACT WITH ACE RECYCLING & DISPOSAL TO**
38 **PROVIDE RECYCLING COLLECTION SERVICE FOR BOUNTIFUL RESIDENTS FOR**
39 **TWO MORE YEARS EFFECTIVE DECEMBER 1, 2018 – MR. GARY BLOWERS**

40 Mr. Gary Blowers, Streets and Sanitation Director, presented to the Council about the need to
41 renew a contract with Ace Recycling (Ace). Ace is no longer able to provide services to the City at
42 the same cost, so a renegotiation was necessary. The major terms of the agreement are (1) that it will
43 remain in effect for a period of two years, and (2) that Ace will deliver all recyclables collected to
44 Rocky Mountain Recycling, whom Bountiful City will have a separate contract with concerning the
45 processing of said recyclables. This new agreement will help keep our costs down.

1 Councilman Knight made a motion that the City approve the contract with Ace Recycling as
2 presented by staff and Councilman Simonsen seconded the motion. The motion passed with
3 Councilmembers Bradshaw, Harris, Knight and Simonsen voting “aye”.

4
5 **CONSIDER APPROVAL OF A CONTRACT WITH ROCKY MOUNTAIN – MR. GARY**
6 **BLOWERS**

7 Mr. Blowers, as follow-up to the previous item, presented a separate contract between the
8 City of Bountiful and Rocky Mountain Recycling (Rocky Mountain) for the processing of all
9 recyclables. This contract will be in place for approximately 5 years, unless it is extended with a
10 written agreement by both parties. This will give the City time to make decisions after the two year
11 contract with Ace Recycling expires, depending on how the market is changing. One of the major
12 impacts is that continuing the recycling program in Bountiful will help extend the useful life of the
13 landfill, keeping out items that can be recycled instead and which, generally speaking, take up a lot of
14 space.

15 The Mayor called for a motion. Councilwoman Bradshaw made a motion to accept a contract
16 with Rocky Mountain Recycling as presented by staff and Councilman Simonsen seconded the
17 motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and Simonsen voting
18 “aye”.

19
20 **CONSIDER APPROVAL OF THE PURCHASE OF NEW WORKSTATIONS FROM CCG**
21 **IN THE AMOUNT OF \$92,094 – CHIEF TOM ROSS**

22 Chief Tom Ross, requested the approval of the Council for the Police Department to purchase
23 new workstations. The workstations have been included in the FY2019 budget, and would be used for
24 patrol officers, detectives, problem oriented policing units and records. The current workstations were
25 purchased 24 years ago when the building was built, and have now outlived their usefulness. As part
26 of the purchase process, the Department received three bids from different vendors and have chosen
27 to go with the lowest bid, given by CCG for \$92,094. They have worked with CCG in the past and
28 believe that they will receive a quality product that will meet their needs for that price.

29 Councilwoman Harris made a motion to approve the purchase of new workstations from CCG
30 in the amount of \$92,094 and Councilman Simonsen seconded the motion. The motion passed with
31 Councilmembers Bradshaw, Harris, Knight and Simonsen voting “aye”.

32
33 **CONSIDER APPROVAL OF THE PURCHASE OF ONE PUMP AND ONE MOTOR FROM**
34 **NICKERSON COMPANY IN THE AMOUNT OF \$27,814, TWO CONTROL PANELS**
35 **FROM ELECTRO POWER UTAH IN THE AMOUNT OF \$30,840 AND INSTALLATION**
36 **OF THE CONTROLS BY ID ELECTRIC IN THE AMOUNT OF \$3,980 AT THE**
37 **CUMORAH BOOSTER STATION – MR. MARK SLAGOWSKI**

38 Mr. Mark Slagowski, Water Department Director, requested approval to purchase a new
39 pump, motor and control panels for the Cumorah Booster Station. As they have been monitoring the
40 efficiency of their pumps throughout the City, they noticed that one of the pumps at the Cumorah
41 Station was getting less and less effective and decided it was time to replace it. They received three
42 bids for a new pump and motor and are recommending the City accept the bid from Nickerson,
43 whose bid includes the removal of the old pump and the installation of the new pump, which will
44 save the City those extra costs. They received bids from two companies for new control panels (the
45 old panels have become obsolete and hard to service as they have aged), and recommend that the City

1 accept the low bid from Electro Power Utah. The installation of the panels will cost the same in either
2 case. The total requested amount is \$62,634.

3 Councilman Knight asked if the Water Department already had funds forecasted for pump
4 replacement such as this. Mr. Slagowski answered that it had already been approved in the FY2019
5 budget in a fund they set aside for any upgrades they foresee in the coming year.

6 The Mayor called for a motion. Councilwoman Bradshaw made a motion to approve the
7 purchase of the motor, pump, control panels and installation as presented by staff and Councilwoman
8 Harris seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Knight and
9 Simonsen voting “aye”.

10
11 **CONSIDER APPROVAL OF RESOLUTION 2018-13 AND THE INTERLOCAL**
12 **AGREEMENT BETWEEN BOUNTIFUL CITY AND THE SOUTH DAVIS RECREATION**
13 **DISTRICT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN ICE**
14 **RIBBON – MR. GARY HILL**

15 Mr. Gary Hill, City Manager, filled in for Clinton Drake who was sick. He presented the
16 interlocal agreement between Bountiful City and the South Davis Recreation District which details
17 the responsibilities each party will have in the construction, operation and maintenance of an Ice
18 Ribbon in Bountiful’s Downtown Plaza. The City’s recommendation is that the Council approve this
19 agreement and then they will take it to the Recreation District for their approval in two weeks. He
20 explained that one paragraph (2d) would need to be added in order to update the agreement. That
21 paragraph states; “The City shall allocate up to \$2.27 million toward the City’s capital, construction
22 and purchasing requirements.”

23 Councilwoman Harris commented that although she was disappointed that some of the costs
24 were looking like they would be higher on this project than they initially believed, she is glad to
25 know that it was one of the most important elements the public voted for when planning of the
26 downtown plaza began. She also feels that it will bring a lot of vitality and economy to the downtown
27 area, which is why she wants to support it.

28 The Mayor then called for motion. Councilman Simonsen made a motion to approve
29 Resolution 2018-13 and the interlocal agreement between Bountiful City and the South Davis
30 Recreation Center for the construction of an Ice Ribbon, with the changes on funding as explained by
31 staff and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers
32 Bradshaw, Harris, Knight and Simonsen voting “aye”.

33
34 **ADJOURN**

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

38

Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
November 19 & 26, and December 3, 2018

Author: Tyson Beck, Finance Director

Department: Finance

Date: Dec 6, 2018



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 November 19 & 26, and December 3, 2018.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid November 19, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	2,000.00	206061	55697	boring on Enghill Drive
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	9,000.00	206061	55695	Boring 2450 S.
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	10,888.89	206061	55699	boring on Jeri Drive
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	18,206.38	206061	55698	boring Oakmont Drive
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.448633.	Street Light	37,289.85	206061	55700	boring for Spring Creek
1271	BAR-J-WRANGLERS	Legislative	10.4110.492080.	Community Events	7,500.00	206062	11152018	Performance for Woods Cross High on 12/14
1393	BTS LANDSCAPING PROD	Relevel Agency	73.7300.426100.	Special Projects	3,900.00	206065	112912	Removed shed & Trees and Cleanup
4874	BUGNAPPERS (THE)	Cemetery	59.5900.426000.	Bldg & Grnd Suppl & Maint	3,750.00	206066	380165	Respray for dandelions
2875	CURTIS BLUE LINE	Police	10.4210.445100.	Public Safety Supplies	1,747.75	206074	INV230542	Flameless Explosion Powder, ect.
2126	FAIRBANKS SCALES	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,391.00	206081	1421507	Landfill Scale Maintenance
2144	FATPOT TECHNOLOGIES,	Enhanced 911	10.4219.428000.	Telephone Expense	12,643.00	206083	FPINV180126	FATPOT Software Annual Maintenance & License
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,040.00	206088	14070	Sugar Signal Blue Concentrate
2610	INTERMOUNTAIN ELECTR	Streets	10.4410.425000.	Equip Supplies & Maint	3,687.26	206094	357347	Parts
3924	JOHNSON CONTROLS	Enhanced 911	10.4219.428000.	Telephone Expense	1,797.59	206096	20584173	Bountiful Districts Courts Contract
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423000.	Travel & Training	3,268.97	206097	11092018	Travel&Training for Hot Stick School in St. George
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,186.96	206099	3400	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	3,080.00	206099	3388	Patching
2956	LOGAN CITY	Light & Power	53.5300.461000.	Miscellaneous Expense	4,748.33	206101	1053062556	Bountiful Portion of Hazard Hamlet Purchase
3192	MOUNTAIN STATES FENC	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	5,986.00	206107	7339	Perimeter Fencing st the Landfill
10026	OSMOSE UTILITIES SER	Light & Power	53.5300.448632.	Distribution	7,700.93	206113	INV1089909	Pole Testing & Treatment
10026	OSMOSE UTILITIES SER	Light & Power	53.5300.448630.	Transmission	7,817.70	206113	INV1053898	Pole Testing & Treatment
10026	OSMOSE UTILITIES SER	Light & Power	53.5300.448632.	Distribution	10,589.02	206113	INV1089963	Pole Testing & Treatment
10026	OSMOSE UTILITIES SER	Light & Power	53.5300.448632.	Distribution	11,079.48	206113	INV1091380	Pole Tests & Treatment
3458	PETERBILT OF UTAH, I	Sanitation	58.5800.474600.	Vehicles	139,538.00	206121	105407	New Refuse Truck Chaais// Deal # 105407
5553	PURCELL TIRE AND SER	Streets	10.4410.425000.	Equip Supplies & Maint	1,229.59	206125	2874663	Tire Service
3791	RUSH TRUCK CENTER-SA	Streets	45.4410.474500.	Machinery & Equipment	113,763.56	206130	2101-5548	Dump Truck// Model #HX620 // Stock # 985736
3916	SIGNATURE EQUIPMENT	Sanitation	58.5800.474600.	Vehicles	113,660.00	206133	9181847	Replacement Truck Body
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	1,007.52	206143	906622178	Golf Clubs
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	24,345.36	206144	0282493	Fuel
4453	VICAR INC	Streets	10.4410.425000.	Equip Supplies & Maint	2,237.29	206148	01P20483	Brake Parts
TOTAL:					<u>\$ 566,080.43</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid November 26, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1195	ARNOLD MACHINERY CO	Light & Power	53.5300.448635.	Vehicles	1,145.17	206157	SEZ898	#5043 Forks
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,952.08	206158	83M36418	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,215.04	206158	83M36518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,268.80	206158	82V09618	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,268.80	206158	82V09718	Tree Trimming
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	4,625.00	206186	1070768	Parts
2501	HOGAN & ASSOCIATES C	Water	51.5100.472100.	Buildings	70,647.89	206196	15	Mlr Prk Wtr Treatmnt Plant Upgrade
2719	JMR CONSTRUCTION INC	Water	51.5100.461300.	Street Opening Expense	3,601.00	206206	11212018	Work completed in November 2018
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	9,976.90	206206	11212018	Work completed in November 2018
2847	KNIGHT, JOHN M.	Legislative	10.4110.423000.	Travel & Training	1,668.87	206207	11262018	Travel& Training for NLC Convention
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,076.08	206209	3437	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,378.30	206209	3443	Patching
2886	LAKEVIEW ROCK PRODUC	Water	51.5100.461300.	Street Opening Expense	2,833.30	206210	364471	Road Base
2886	LAKEVIEW ROCK PRODUC	Water	51.5100.461300.	Street Opening Expense	2,901.20	206210	364520	Road Base
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	6,345.81	206218	S102861904.001	Parts
10026	OSMOSE UTILITIES SER	Light & Power	53.5300.448632.	Distribution	9,123.88	206228	INV1089945	Pole Testing
9721	OVERHEAD DOOR CO OF	Streets	10.4410.426000.	Bldg & Grnd Suppl & Maint	1,730.50	206229	IN-0275894	Garage Door Service
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,752.13	206249	1456314	Florde
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,249.40	206249	1456341	T Flocc
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	4,321.60	206249	1456304	Citric Acid
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,720.80	206252	0283106	Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	24,155.19	206252	0283156	Fuel
5000	U.S. BANK CORPORATE	Parks	10.4510.448000.	Operating Supplies	1,118.04	206255	11122018BH	Sod,Tools,Cell Ph//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,162.21	206255	11122018BH	Sod,Tools,Cell Ph//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Executive	10.4130.423000.	Travel & Training	1,198.00	206255	11122018GH	Travel&Training //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	1,492.38	206255	11122018GH	Travel&Training //Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.461750.	Employee Wellness & Recognit'n	1,807.04	206255	11122018SC	EmpRecog&Wellness//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	1,809.32	206255	11122018TK	Travel & Training// Acct #4246-0445-5571-8851
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,232.07	206258	11262018	Power Resources for November 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.421000.	Books Subscr & Mmbrshp	14,540.64	206258	11262018	Power Resources for November 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	115,182.49	206258	11262018	Power Resources for November 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	348,081.89	206258	11262018	Power Resources for November 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool etc)	428,098.90	206258	11262018	Power Resources for November 2018
4448	VEOLIA ENVIRONMENTAL	Sanitation	58.5800.448000.	Operating Supplies	42,073.72	206262	826064195	Paint and Supplies & Misc. Supplies
TOTAL:					\$ 1,127,754.44			

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

Paid December 3, 2018

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1103	ALPHAGRAPHICS BOUNTI	Light & Power	53.5300.448632.	Distribution	1,506.78	206268	240099	Printing of Pole Test Flyers
1262	BALL HORTICULTURAL C	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,516.55	206274	97254399	ColorLink
1716	CMT ENGINEERING LABO	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	1,289.00	206282	76250	Project #010944 Bountiful 138 Substation
1924	DELL MARKETING L.P.	Computer Maintenance	61.6100.429300.	Computer Hardware	2,175.14	206285	10272839515	Dell Laptop IT
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,215.00	206297	14085	Turf Treatment
5196	INTELLICHOICE, INC.	Police	10.4210.425500.	Terminal Maint & Queries	8,830.02	206300	1229249	Annual License & Support Fees
5196	INTELLICHOICE, INC.	Police	10.4210.425500.	Terminal Maint & Queries	22,254.00	206300	1229248	Annual License & Support Fees
2658	ITRON, INC.	Light & Power	53.5300.448650.	Meters	1,095.00	206303	502878	Repair Meter Reader
8635	LARSEN LARSEN NASH &	Legal	10.4120.431100.	Legal And Auditing Fees	2,550.00	206306	11302018	Attourney Fees
8404	MAIN STREET INVESTME	Legislative	45.4110.472100.	Buildings	8,779.50	206312	12032018	Rent for January 2019
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	1,745.00	206334	AFS10005198	Replace Bearings
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	3,490.00	206334	AFS10006890	3X Annual Maintenance on all 3 Turbines
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,500.50	206342	1457100	Caustic Soda
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	4,918.98	206344	0282596	Fuel
9699	TRUSTED NETWORK SOL	Information Technology	10.4136.425000.	Equip Supplies & Maint	1,960.00	206346	8356	Cloud path support
4815	WESTERN STATES CIRCU	Light & Power	53.5300.448639.	Substation	3,950.00	206352	1778-18RA	Cutler Hammer VCP 150W500 1200 AMP
TOTAL:					<u>\$ 69,775.47</u>			

City Council Staff Report

Subject: October 2018 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: December 11, 2018



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative revenue and expenditure data for October 2018 compared to the past three fiscal YTD periods through each respective September.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2019 budget portion of these reports is the originally adopted FY2019 budget approved by the City Council in August of 2018.

Recommendation

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

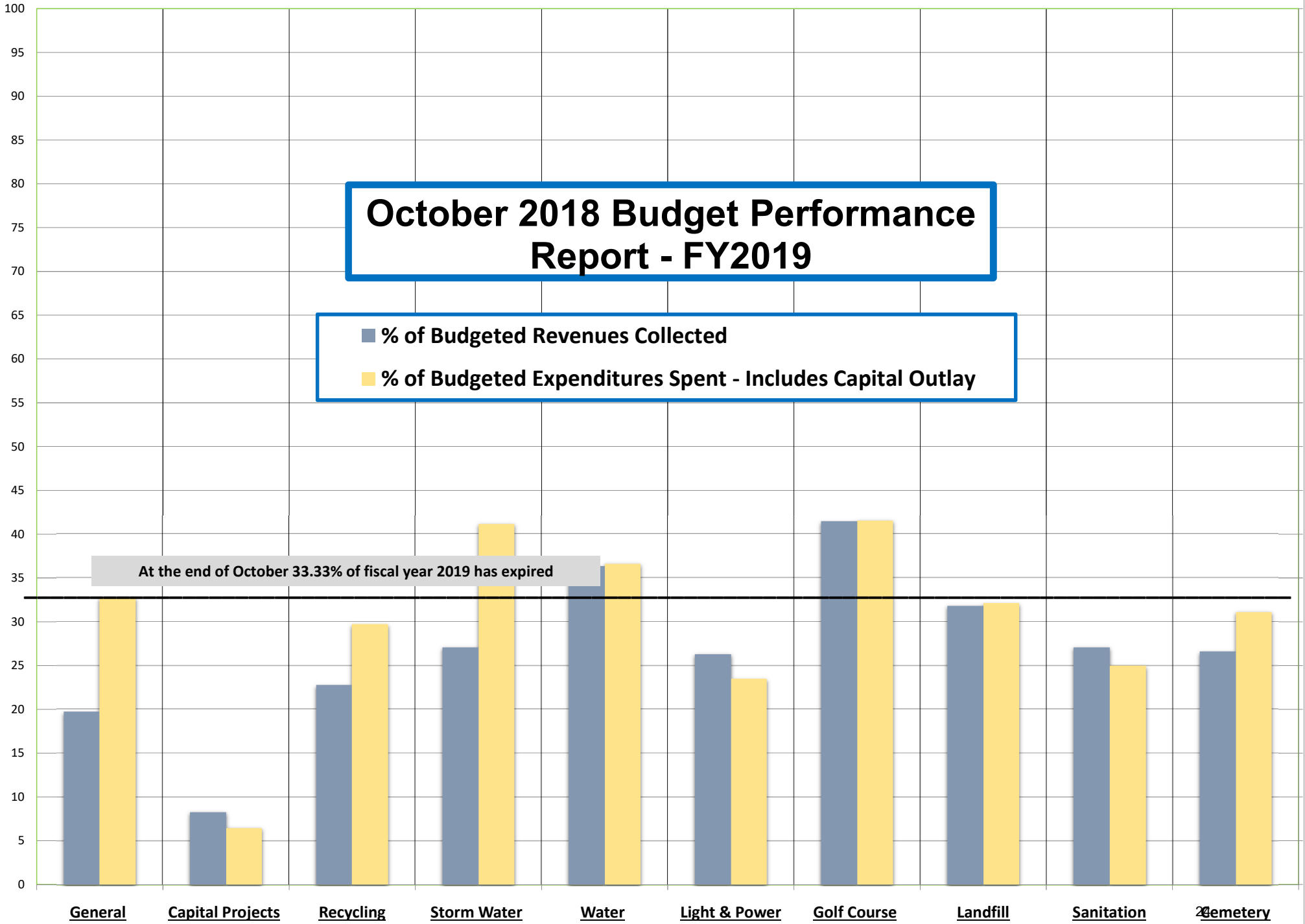
Attachments

- October 2018 Revenue & Expense Report – Fiscal 2019 YTD

October 2018 Budget Performance Report - FY2019

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

At the end of October 33.33% of fiscal year 2019 has expired



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City of Bountiful, UT
OCTOBER YTD REVENUES - FY 2019

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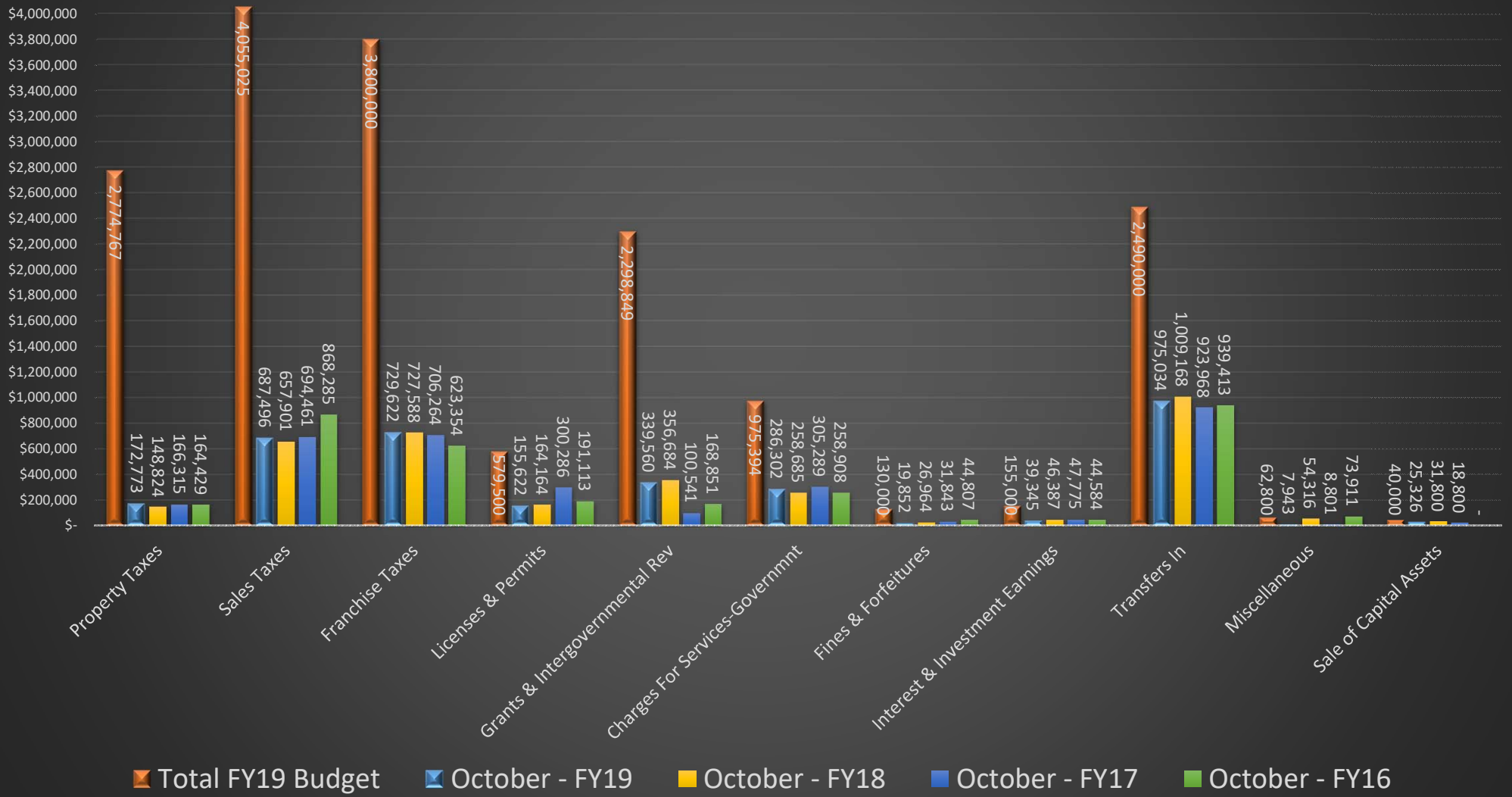
FOR 2019 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-17,451,335	-17,451,335	-3,438,873.78	-1,141,305.02	.00	-14,012,461.22	19.7%
30 DEBT SERVICE	-300	-300	-126.73	-43.79	.00	-173.27	42.2%
44 MUNICIPAL BUILDING AUTHORITY	-171,875	-171,875	-2,208.81	-763.19	.00	-169,666.19	1.3%
45 CAPITAL IMPROVEMENT	-9,430,400	-9,430,400	-781,247.71	-355,603.62	.00	-8,649,152.29	8.3%
48 RECYCLING	-431,628	-431,628	-98,377.95	-32,366.20	.00	-333,250.05	22.8%
49 STORM WATER	-1,632,804	-1,632,804	-441,746.64	-141,380.92	.00	-1,191,057.36	27.1%
51 WATER	-5,905,000	-5,905,000	-2,146,397.42	-688,900.83	.00	-3,758,602.58	36.3%
53 LIGHT & POWER	-34,638,387	-34,638,387	-9,104,797.85	-2,805,164.91	.00	-25,533,589.15	26.3%
55 GOLF COURSE	-1,455,500	-1,455,500	-602,569.43	-96,684.94	.00	-852,930.57	41.4%
57 LANDFILL	-2,139,102	-2,139,102	-680,542.84	-184,954.08	.00	-1,458,559.16	31.8%
58 SANITATION	-1,227,682	-1,227,682	-332,682.02	-107,442.73	.00	-894,999.98	27.1%
59 CEMETERY	-591,400	-591,400	-157,133.57	-48,976.58	.00	-434,266.43	26.6%
61 COMPUTER MAINTENANCE	-42,583	-42,583	-42,197.90	-163.99	.00	-385.10	99.1%
63 LIABILITY INSURANCE	-561,712	-561,712	-381,083.90	-4,321.80	.00	-180,628.10	67.8%
64 WORKERS' COMP INSURANCE	-304,550	-304,550	-91,540.31	-23,215.47	.00	-213,009.69	30.1%
72 RDA REVOLVING LOAN FUND	-502,600	-502,600	-85,709.22	-23,508.58	.00	-416,890.78	17.1%
73 REDEVELOPMENT AGENCY	-4,326,545	-4,326,545	-37,167.51	-12,826.68	.00	-4,289,377.49	.9%
74 CEMETERY PERPETUAL CARE	-87,000	-87,000	-34,947.80	-10,139.06	.00	-52,052.20	40.2%
78 LANDFILL CLOSURE	-12,400	-12,400	-7,408.57	-1,906.38	.00	-4,991.43	59.7%
83 RAP TAX	-548,000	-548,000	-87,158.15	-41,923.62	.00	-460,841.85	15.9%
92 OPEB TRUST	0	0	-5,236.87	-675.76	.00	5,236.87	100.0%
99 INVESTMENT	0	0	119,879.46	66,727.67	.00	-119,879.46	100.0%
GRAND TOTAL	-81,460,803	-81,460,803	-18,439,275.52	-5,655,540.48	.00	-63,021,527.48	22.6%

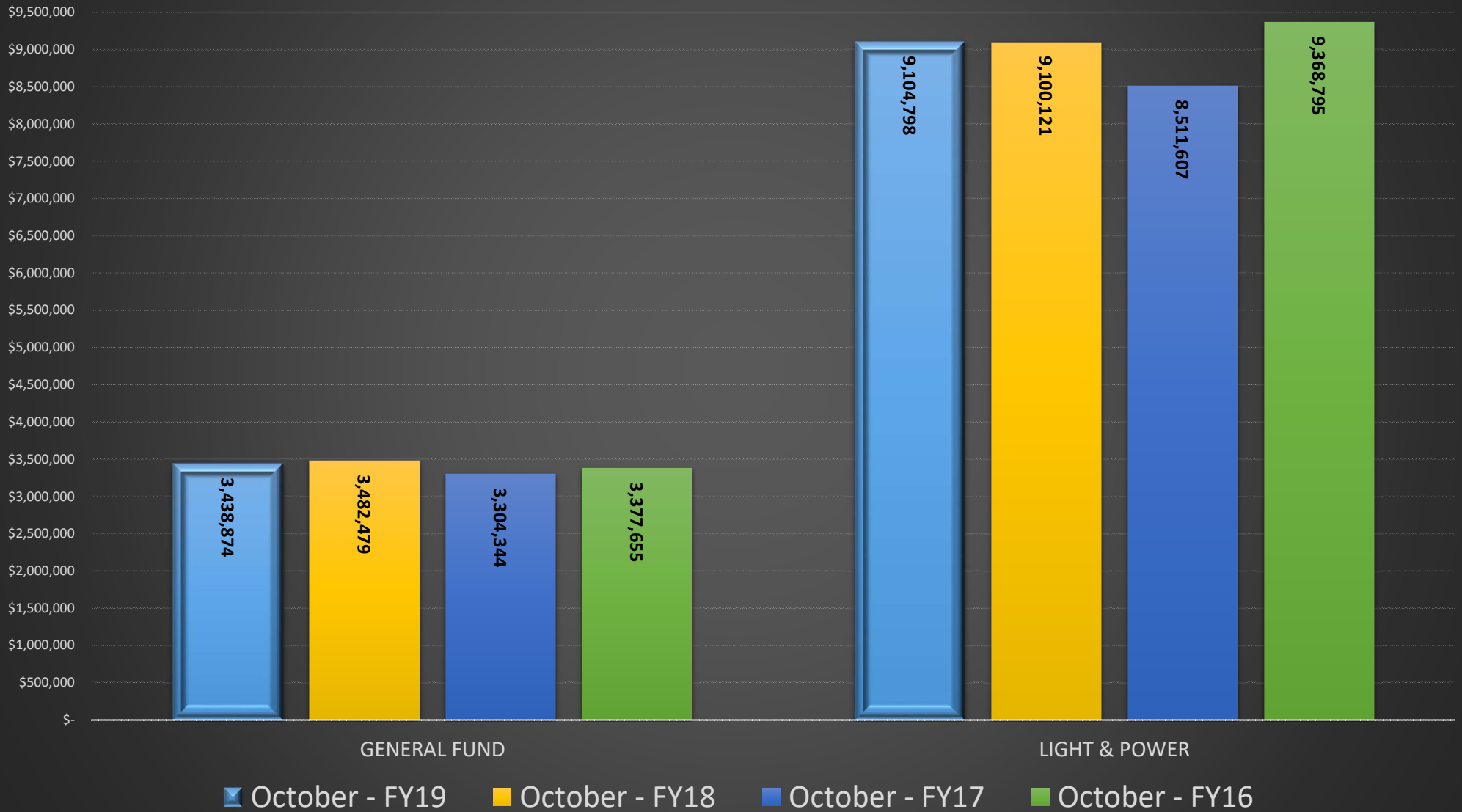
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General Fund Detailed Revenues

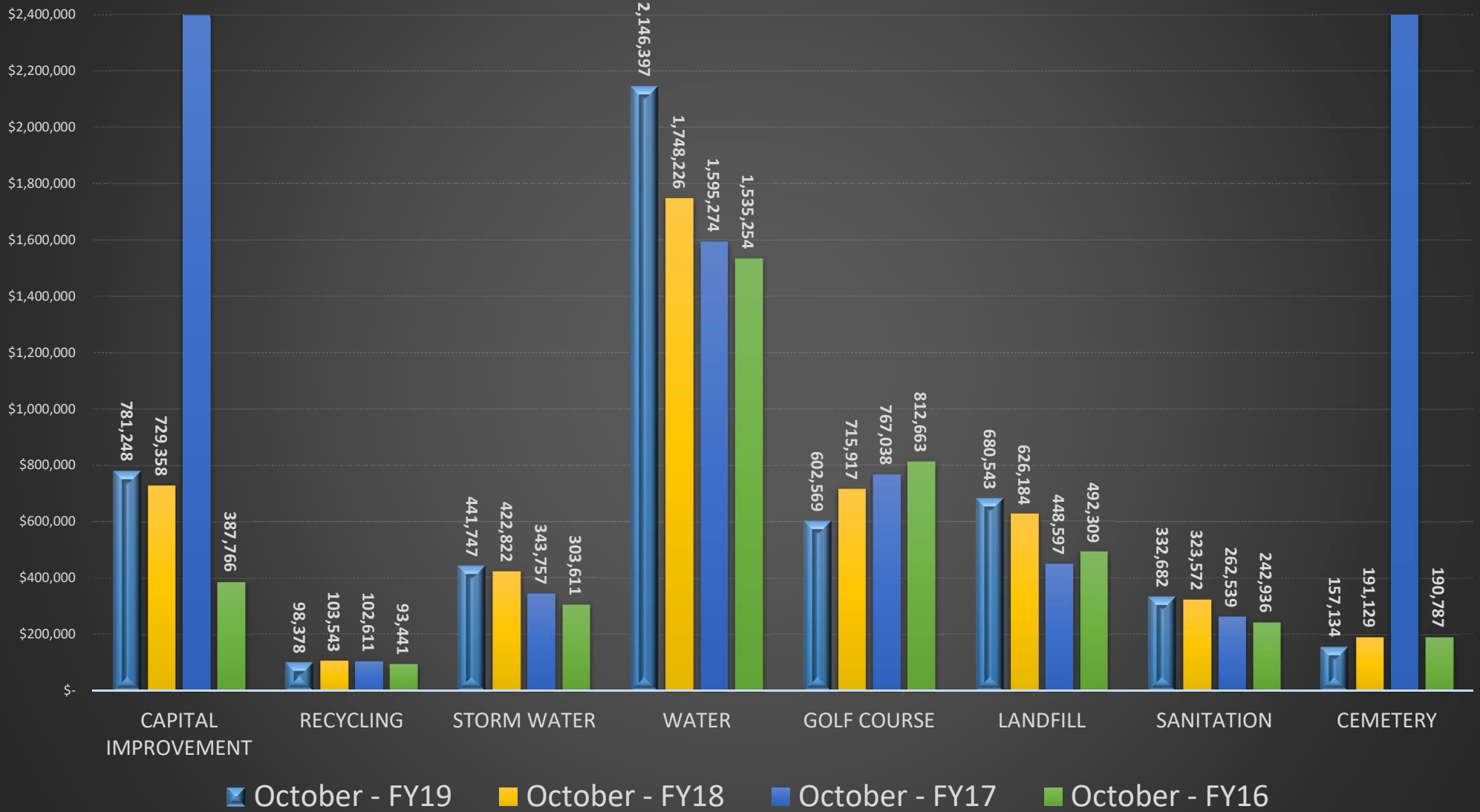
October 2018 YTD Revenues (Fiscal Year 2019) Compared to the FY2019 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



October 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



October 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
OCTOBER YTD EXPENSES - FY 2019

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FOR 2019 04

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	740,766	740,766	160,273.84	25,058.84	.00	580,492.16	21.6%
4120 Legal	330,355	330,355	102,094.63	26,309.88	.00	228,260.37	30.9%
4130 Executive	191,265	191,265	47,296.94	11,268.79	.00	143,968.06	24.7%
4134 Human Resources	149,963	149,963	48,421.65	12,691.00	.00	101,541.35	32.3%
4136 Information Technology	415,833	415,833	106,275.29	33,873.06	.00	309,557.71	25.6%
4140 Finance	428,798	428,798	127,142.66	33,706.33	.00	301,655.34	29.7%
4143 Treasury	148,986	148,986	27,657.98	-9,081.10	.00	121,328.02	18.6%
4160 Government Buildings	120,447	120,447	38,749.76	8,913.66	.00	81,697.24	32.2%
4210 Police	6,573,099	6,573,099	1,875,968.61	495,481.35	.00	4,697,130.39	28.5%
4215 Reserve Officers	10,000	10,000	721.62	203.60	.00	9,278.38	7.2%
4216 Crossing Guards	147,350	147,350	31,098.41	13,561.65	.00	116,251.59	21.1%
4217 PROS	345,277	345,277	103,576.21	31,874.18	.00	241,700.79	30.0%
4218 Liquor Control	43,358	43,358	24,449.98	833.33	.00	18,908.02	56.4%
4219 Enhanced 911	595,000	595,000	181,078.93	48,034.68	.00	413,921.07	30.4%
4220 Fire	2,049,347	2,049,347	1,036,961.50	.00	.00	1,012,385.50	50.6%
4410 Streets	3,239,743	3,239,743	1,053,923.58	198,112.61	.00	2,185,819.42	32.5%
4450 Engineering	705,686	705,686	262,281.49	46,298.93	.00	443,404.51	37.2%
4510 Parks	927,154	927,154	395,764.04	110,820.62	.00	531,389.96	42.7%
4610 Planning	288,910	288,910	80,267.76	18,401.63	.00	208,642.24	27.8%
TOTAL GENERAL FUND	17,451,337	17,451,337	5,704,004.88	1,106,363.04	.00	11,747,332.12	32.7%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	300	300	5.00	1.16	.00	295.00	1.7%
TOTAL DEBT SERVICE	300	300	5.00	1.16	.00	295.00	1.7%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	171,875	171,875	132.64	42.97	.00	171,742.36	.1%
TOTAL MUNICIPAL BUILDING AUTHORITY	171,875	171,875	132.64	42.97	.00	171,742.36	.1%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT
OCTOBER YTD EXPENSES - FY 2019

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45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	7,035,000	7,035,000	208,441.85	103,709.83	.00	6,826,558.15	3.0%
4140	Finance	17,900	17,900	7,262.86	1,689.01	.00	10,637.14	40.6%
4210	Police	443,000	443,000	5,521.70	.00	.00	437,478.30	1.2%
4410	Streets	1,792,000	1,792,000	326,078.66	40,723.00	.00	1,465,921.34	18.2%
4450	Engineering	38,500	38,500	.00	.00	.00	38,500.00	.0%
4510	Parks	104,000	104,000	63,149.63	.00	.00	40,850.37	60.7%
	TOTAL CAPITAL IMPROVEMENT	9,430,400	9,430,400	610,454.70	146,121.84	.00	8,819,945.30	6.5%
48 RECYCLING								
4800	Recycling	431,628	431,628	128,007.82	40,537.44	.00	303,620.18	29.7%
	TOTAL RECYCLING	431,628	431,628	128,007.82	40,537.44	.00	303,620.18	29.7%
49 STORM WATER								
4900	Storm Water	1,632,803	1,632,803	670,549.43	312,443.52	.00	962,253.57	41.1%
	TOTAL STORM WATER	1,632,803	1,632,803	670,549.43	312,443.52	.00	962,253.57	41.1%
51 WATER								
5100	Water	5,905,000	5,905,000	2,164,158.51	651,398.24	.00	3,740,841.49	36.6%
	TOTAL WATER	5,905,000	5,905,000	2,164,158.51	651,398.24	.00	3,740,841.49	36.6%
53 LIGHT & POWER								
5300	Light & Power	34,638,387	34,638,387	8,152,197.68	2,179,682.98	.00	26,486,189.32	23.5%
	TOTAL LIGHT & POWER	34,638,387	34,638,387	8,152,197.68	2,179,682.98	.00	26,486,189.32	23.5%
55 GOLF COURSE								

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OCTOBER YTD EXPENSES - FY 2019

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55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,455,500	1,455,500	604,355.22	229,804.05	.00	851,144.78	41.5%
	TOTAL GOLF COURSE	1,455,500	1,455,500	604,355.22	229,804.05	.00	851,144.78	41.5%
<hr/>								
57	LANDFILL							
5700	Landfill	2,139,102	2,139,102	686,948.30	192,419.97	.00	1,452,153.70	32.1%
	TOTAL LANDFILL	2,139,102	2,139,102	686,948.30	192,419.97	.00	1,452,153.70	32.1%
<hr/>								
58	SANITATION							
5800	Sanitation	1,227,681	1,227,681	306,715.35	77,645.44	.00	920,965.65	25.0%
	TOTAL SANITATION	1,227,681	1,227,681	306,715.35	77,645.44	.00	920,965.65	25.0%
<hr/>								
59	CEMETERY							
5900	Cemetery	591,400	591,400	183,810.40	56,831.69	.00	407,589.60	31.1%
	TOTAL CEMETERY	591,400	591,400	183,810.40	56,831.69	.00	407,589.60	31.1%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	42,583	42,583	4,550.70	2,377.60	.00	38,032.30	10.7%
	TOTAL COMPUTER MAINTENANCE	42,583	42,583	4,550.70	2,377.60	.00	38,032.30	10.7%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	561,711	561,711	412,979.00	15,637.13	.00	148,732.00	73.5%
	TOTAL LIABILITY INSURANCE	561,711	561,711	412,979.00	15,637.13	.00	148,732.00	73.5%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
OCTOBER YTD EXPENSES - FY 2019

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FOR 2019 04

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	304,550	304,550	100,046.24	9,983.15	.00	204,503.76	32.9%
	TOTAL WORKERS' COMP INSURANCE	304,550	304,550	100,046.24	9,983.15	.00	204,503.76	32.9%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,600	502,600	844.20	197.54	.00	501,755.80	.2%
	TOTAL RDA REVOLVING LOAN FUND	502,600	502,600	844.20	197.54	.00	501,755.80	.2%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	4,326,545	4,326,545	37,433.50	10,501.38	.00	4,289,111.50	.9%
	TOTAL REDEVELOPMENT AGENCY	4,326,545	4,326,545	37,433.50	10,501.38	.00	4,289,111.50	.9%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	87,000	87,000	475.40	110.88	.00	86,524.60	.5%
	TOTAL CEMETERY PERPETUAL CARE	87,000	87,000	475.40	110.88	.00	86,524.60	.5%
<hr/>								
78	LANDFILL CLOSURE							
7800	Landfill Closure	12,400	12,400	.00	.00	.00	12,400.00	.0%
	TOTAL LANDFILL CLOSURE	12,400	12,400	.00	.00	.00	12,400.00	.0%
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83	RAP TAX							
8300	RAP Tax	548,000	548,000	54,942.13	91.10	.00	493,057.87	10.0%
	TOTAL RAP TAX	548,000	548,000	54,942.13	91.10	.00	493,057.87	10.0%
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92	OPEB TRUST							

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City of Bountiful, UT
OCTOBER YTD EXPENSES - FY 2019

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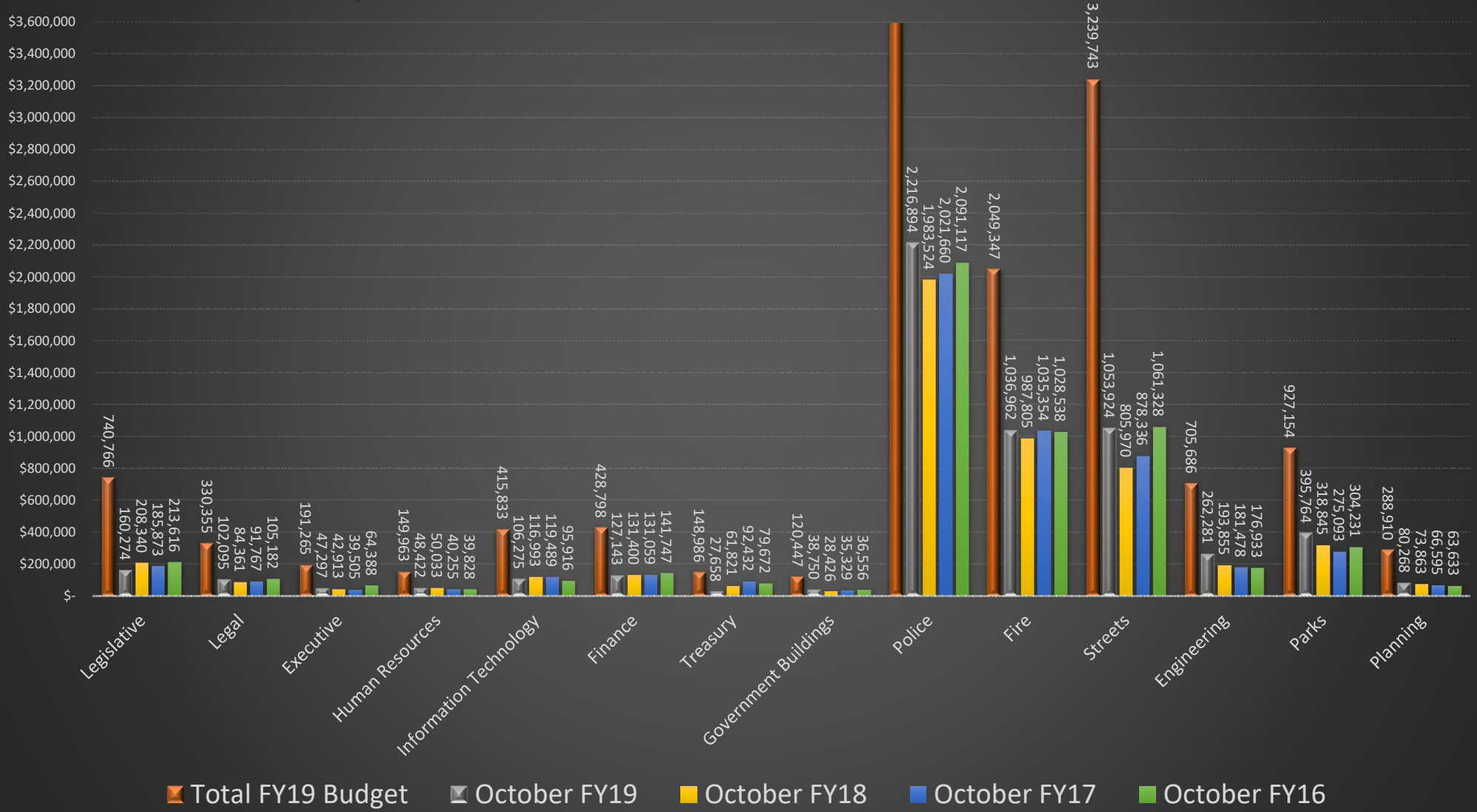
FOR 2019 04

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	13,430.07	3,359.65	.00	-13,430.07	100.0%
	TOTAL OPEB TRUST	0	0	13,430.07	3,359.65	.00	-13,430.07	100.0%
	GRAND TOTAL	81,460,802	81,460,802	19,836,041.17	5,035,550.77	.00	61,624,760.83	24.4%

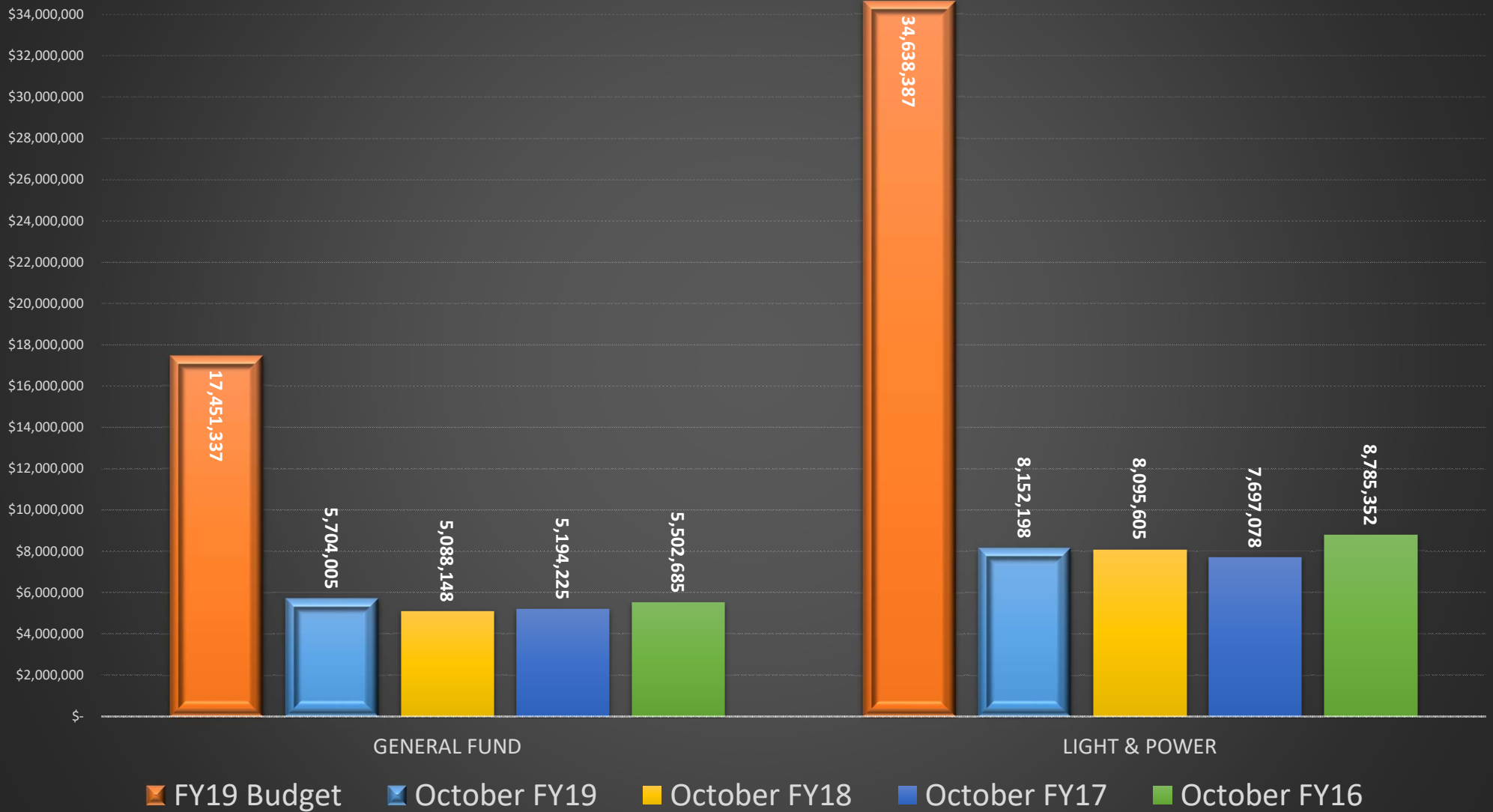
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General Fund Detailed Expenditures

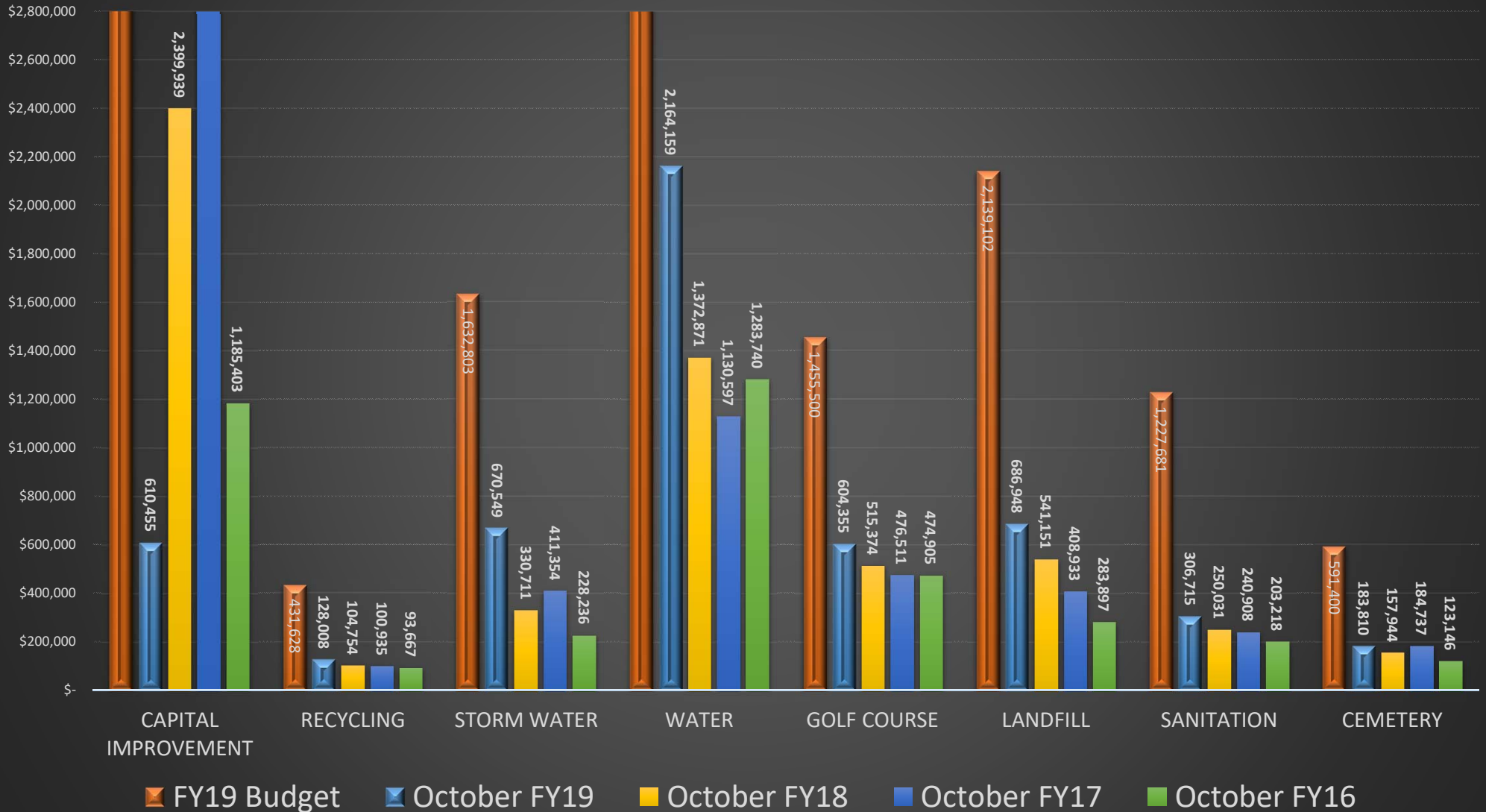
October 2018 Fiscal YTD Expenditures Compared to the Fiscal 2019 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



October 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



October 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report

Subject: Server, Storage and Network Upgrade
Author: Alan West
Department: Information Technology
Date: 12/11/2018



Background

As we prepare for the renovation of City Hall our staff has had many meetings to consider the substantial task of relocating all computer equipment. During the budget process we discussed the need to have servers, storage and network equipment included in the City Hall Renovation project. There are several supporting arguments to justify this upgrade. Perhaps most compelling are “Timing” and “Opportunity”.

Analysis

We have spent several months analyzing the requirements to best facilitate the move of servers and storage equipment *from* City Hall... and eventually *back again*. During this analysis, we have determined that the server and storage equipment at the Police Department are quite old (and out of support), and they are lacking the speed and capacity necessary to provide a reliable backup option for critical applications and data. Because of this deficiency, we recommend the following process:

1. New servers, network storage and network switches are purchased
 - This equipment will be temporarily installed in a secure area of the Public Safety Building
 - We will migrate all critical virtual servers (VM’s) and storage from existing equipment at City Hall to this new equipment
 - At this point, our department will be ready to vacate City Hall and we can provide all data-related functions throughout our network, including the temporary location at City Hall
 - A huge benefit to this process is the controlled and systematic transfer of servers and data
2. The servers and network storage equipment currently in use at City Hall will then replace equipment located in the Police Department data center, providing the PD an important and substantial upgrade
 - Our City Hall servers and storage equipment are considerably newer, faster and more reliable than the current equipment at the Police Department
 - This will provide excellent Disaster Recovery options for both City Hall applications and the Police Department (including Dispatch)

- Existing storage equipment at the Police Department can then be repurposed to enhance our city-wide data backup and recovery capabilities
3. Finally, when the renovation is complete, this new equipment will provide for a much smoother move back into the remodeled City Hall

Department Review

We have received quotes from CDWG, Dell, ASG, TNS and Xtelisis. These vendors have proposed many combinations of servers, storage and network equipment. (Dell, HP, Pure, Nimble, Compellent, Ruckus, etc.) The proposals range from around \$125,000 to over \$300,000.

Significant Impacts

Every department will be directly affected by this system upgrade. Computing speed, reliability and capacity will be greatly improved. Funds for this upgrade project will be taken from the City Hall Renovation budget. If funding for the renovation of City Hall is not sufficient, and budget amendment for the IT equipment may be necessary next year.

An important factor in this proposal is the potential of delaying forecasted Capital Improvement Fund projects. Over the next five years we have already projected server and storage upgrades in the amount of \$130,000. We anticipate that approval for this project could delay these Capital Improvement expenses up to three or four years.

Recommendation

The Information Technology department recommends that City Council approve the purchase of equipment to complete the Server, Storage, Network Upgrade project as follows:

Vendor	Equipment	Cost
Xtelesis	2 ea. Dell R740 2U Rack Servers	\$ 30,784.46
Xtelesis	2 ea. Ruckus 7650 48-Port Network Switches	\$ 17,299.12
TNS	Nimble HF20 21TB Network Storage	\$ 46,021.53
EnPointe	MS Server and VM Licensing	\$ 25,706.24
Various	IP-KVM Management Equipment	\$ 8,052.00
TOTAL		\$127,863.35

Attachments

Proposals from:

Xtelesis, TNS, EnPointe and Amazon

(All proposals available upon request)

SOLUTIONS & PRICING

Quote # XTLQ37134

SOLD TO: Bountiful City Corp.
 Alan West
 CTO
 790 South 100 East
 Bountiful, UT 84010
 United States
 Phone: 801-298-6213
 Email: awest@bountifulutah.gov

SHIP TO: Bountiful City Corp.
 Alan West
 CTO
 790 South 100 East
 Bountiful, UT 84010
 United States
 Phone: 801-298-6213
 Email: awest@bountifulutah.gov

DATE	SALES REP	P.O. #	PAYMENT TERMS	SHIPPING	QUOTE EXPIRES
10/23/2018	Stelios Antonopoulos		NET 30	Ground	11/30/2018

Line #	Quantity	Description	Unit Price	Extended Price	Tax?
1		Dell PowerEdge R740 2U Rack Servers			
2	2	Dell PowerEdge R740 Server, PowerEdge 2U Standard Bezel 02 X Intel Xeon Gold 6134 3.2G, 8C/16T, 10.4GT/s , 24.75M Cache, Turbo, HT (130W) DDR4-2666 12 X 32GB RDIMM 2666MT/s Dual Rank HS Install Kit,GPU Config,No cable 2666MT/s RDIMMs Performance Optimaize Diskless Configuration (No RAID, No Controller) BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH Riser Config 4, 3x8, 4 x16 slots iDRAC9,Enterprise iDRAC Group Manager, Enabled OME Server Configuration Management Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC Broadcom 57416 Dual Port 10Gb, Base-T, PCIe Adapter, Low Profile GPU Ready Configuration Cable Install Kit IDSDM and Combo Card Reader with 16GB VFlash SD Redundant SD Cards Enabled 02 X 16GB microSDHC/SDXC Card 01 X 6 Performance Fans forR740/740XD Dual, Hot-plug, Redundant Power Supply (1+1), 1100W ReadyRails Sliding Rails Without Cable Management Arm NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	\$15,392.23	\$30,784.46	Y
		Dell Hardware Limited Warranty Plus On-Site Service ProSupport Plus: 4-Hour 7x24 On-Site Service 3 Years ProSupport Pluss 7x24 HW / SW Technical Support and Assistance, 3 Years			
3		Ruckus ICX-7000 Series Multigigabit Switches			

Line #	Quantity	Description	Unit Price	Extended Price	Tax?
4	2	Ruckus ICX-7650 Switch 48 Ports 24X10GB 24X1GB Managed POE+ No Psu	\$5,674.67	\$11,349.34	Y
5	2	Ruckus ICX-7650 40GE Pasive DAC QSFP+ Copper Cable	\$122.88	\$245.76	Y
6	2	Ruckus ICX-7650 2-Port 40GbE QSFP+ Module	\$853.33	\$1,706.66	Y
7	4	Ruckus ICX-7650 Exhaust Airflow Fan Front to Back	\$106.67	\$426.68	Y
8	2	Ruckus ICX-7650 L3 Prem. S/W License	\$512.00	\$1,024.00	Y
9	4	Ruckus ICX-7650 / 6610 POE E-AF Power Supply	\$426.67	\$1,706.68	Y
10	2	Ruckus ICX-7650 Essential 1YR Direct Remote Support For ICX-7650 Series	\$420.00	\$840.00	Y

Dell Storage SAN SC5020 Storage

12	1	Dell Storage SC5020 Controller SC5020 3Ux30 Drive Storage Array SC5020 Enclosure Assembly Rack rail, 2Us, Static SC, RJ45, 4-port, Mezz Card, Qty 2 Redundant Power Supply, 1485W, C14 SC5020 SC Bezel Series 2 X IO, 1Gb/10Gb iSCSI, 4 port, PCI-E, Base-T, Full height Storage Center Core Software Bundle, Base License Storage Optimization Bundle, Software License 17 X Storage Center Drive Certificate Lic. 11 X SC Enterprise Plus, 1.8TB, SAS, 12Gb, 10K, 2.5", HD 06 X SC Enterprise Plus, 1.92TB, SAS, 12Gb, RI SSD, 2.5 13 X Hard Drive Filler 2.5in, single blank 02 X C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America ProSupport for Software: 7X24 Storage Center Optimization Bundle, 3 Years ProSupport Plus: Mission Critical 4-Hour 7x2 Onsite Service with Emergency Dispatch, 3 Years ProSupport Plus: Mission Critical 7x24 HW / SW Tech Support and Assistance, 3 Years ProDeploy Dell Storage SC Series 5XXX SAN - Deployment Verification ProDeploy Dell Storage SC Series 5XXX SAN - Deployment	\$51,934.75	\$51,934.75	Y
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SubTotal	\$100,018.33
Estimated Sales Tax	\$0.00
Estimated Shipping/Handling	\$0.00
Total	\$100,018.33

Please contact me if I can be of further assistance.

Prepared By: Stelios Antonopoulos
 801-947-7207
 santon@xtelesis.com



BCU-100218 HPE Storage, Servers and Ruckus Networking

Quote # 004254 Version 3

Prepared for:

Bountiful City

Nimble HF20/20C Hybrid 42TB

Description	Qty	Price	Ext. Price
Nimble HF20 SAN 42TB Raw Storage	1	\$49,191.93	\$49,191.93
HPE NS HF20 Hybrid CTO Base Array	1		
HPE NS HF20/20C Hybrid 42TB FIO HDD Bndl	1		
HPE NS 2x10GbE 2p FIO Adptr Kit	1		
HPE NS NOS Default FIO Software	1		
HPE NS C13 to C14 FIO Power Cord	2		
HPE NS HF20 R2 5.76TB FIO Cache Bndl	1		
3-Year 4H Parts Exchange Support	1	\$11,358.81	\$11,358.81
HPE NS 3Y 4H Parts Exchange Support	1		
HPE NS HF20/20C Hybr 42TB HDD Bndl Supp	1		
HPE NS HF20 5.76TB Cache Supp	1		
HPE NS HF20 Hybrid Base Array Supp	1		
HPE NS 2x10GbE 2p Adptr Supp	1		
HPE Installation and Startup Service	1	\$2,623.74	\$2,623.74
Subtotal:			\$63,174.48

Nimble HF20/20C Hybrid 21TB

* Optional

Description	Qty	Price	Ext. Price
Nimble HF20 SAN 21TB Raw Storage	1	\$34,504.19	\$34,504.19
HPE NS HF20 Hybrid CTO Base Array	1		
HPE NS HF20/20C Hybrid 21TB FIO HDD Bndl	1		
HPE NS 2x10GbE 2p FIO Adptr Kit	1		
HPE NS NOS Default FIO Software	1		
HPE NS C13 to C14 FIO Power Cord	2		
HPE NS HF20 R2 2.88TB FIO Cache Bndl	1		




Nimble HF20/20C Hybrid 21TB

* Optional


Description	Qty	Price	Ext. Price
3-Year 4H Parts Exchange Support	1	\$8,875.88	\$8,875.88
HPE NS 3Y 4H Parts Exchange Support	1		
HPE NS HF20/20C Hybrid 21TBHDD Bndl Supp	1		
HPE NS HF20 2.88TB Cache Supp	1		
HPE NS HF20 Hybrid Base Array Supp	1		
HPE NS 2x10GbE 2p Adptr Supp	1		
HPE Installation and Startup Service	1	\$2,641.46	\$2,641.46

* Optional Subtotal: **\$46,021.53**



DL360 Servers

Description	Qty	Price	Ext. Price
 Hewlett Packard Enterprise HPE ProLiant DL360 G10 1U Rack Server - 1 x Intel Xeon Gold 5118 Dodeca-core (12 Core) 2.30 GHz - 32 GB Installed DDR4 SDRAM - 12Gb/s SAS, Serial ATA/600 Controller - 2 x 800 W - 2 Processor Support - Gigabit Ethernet - 16 MB Graphic Card	2	\$3,519.00	\$7,038.00
Hewlett Packard Enterprise HPE Intel Xeon 5118 Dodeca-core (12 Core) 2.30 GHz Processor Upgrade - Socket 3647 - 12 MB - 16.50 MB Cache - 64-bit Processing - 3.20 GHz Overclocking Speed - 14 nm - 105 W - 177.8&deg;F (81&deg;C)	2	\$1,591.45	\$3,182.90
 Hewlett Packard Enterprise HPE SmartMemory 32GB DDR4 SDRAM Memory Module - 32 GB (1 x 32 GB) - DDR4 SDRAM - 2666 MHz DDR4-2666/PC4-21300 - 1.20 V - ECC - Registered - 288-pin - RDIMM	14	\$593.29	\$8,306.06
 Hewlett Packard Enterprise HPE 240 GB 2.5" Internal Solid State Drive - SATA - Hot Pluggable	4	\$385.45	\$1,541.80

DL360 Servers

Description	Qty	Price	Ext. Price
 Hewlett Packard Enterprise HPE Ethernet 10Gb 2-Port 530T Adapter - PCI Express x8 - 2 Port(s) - 2 x Network (RJ-45) - Twisted Pair - Low-profile, Full-height	4	\$590.39	\$2,361.56
Hewlett Packard Enterprise HPE Integrated Lights-Out Advanced Pack - Subscription License - 1 Server - Standard - Electronic	2	\$369.68	\$739.36
Hewlett Packard Enterprise HPE Foundation Care - 3 Year Extended Warranty - Warranty - 24 x 7 x 4 Hour - On-site - Maintenance - Parts & Labor - Physical, Electronic Service - 2, 4 Hour, Hour - Software, Hardware	2	\$1,312.26	\$2,624.52
Subtotal:			\$25,794.20

Ruckus ICX Switches

Description	Qty	Price	Ext. Price
 Ruckus Wireless, Inc ICX 7650-48ZP Layer 3 Switch - 24 x Gigabit Ethernet Network, 24 x 10 Gigabit Ethernet Network, 4 x 40 Gigabit Ethernet Expansion Slot, 1 Expansion Slot - Manageable - Twisted Pair, Optical Fiber - Modular - 3 Layer Supported - 1U High - R	2	\$8,470.59	\$16,941.18
 Ruckus Wireless, Inc ICX 7650 4-port 1/10GbE SFP+ Module - For Data Networking, Optical NetworkOptical Fiber10 Gigabit Ethernet - 10GBase-X4 x Expansion Slots - SFP+ - TAA Compliant	2	\$529.41	\$1,058.82
Ruckus Wireless, Inc 100GBase direct attach cable - QSFP28 to QSFP28 - 3.3 ft - passive	2	\$235.59	\$471.18
Brocade Communication s Systems, Inc SFP+ Copper Cable - SFP+ Network - 9.84ft	4	\$111.18	\$444.72
IBM Corporation SFP+ transceiver module - 10 GigE - 10GBase-SR / LC multi-mode - up to 984 ft	4	\$524.12	\$2,096.48
Ruckus Wireless, Inc 3 Year Essential Remote Support for ICX7650	2	\$1,019.12	\$2,038.24

Ruckus ICX Switches

Description	Qty	Price	Ext. Price
Subtotal:			\$23,050.62

Services

Description	Qty	Price	Ext. Price
<p>Business hours rate 20-49 Hours</p> <p>DISCOUNT BUSINESS HOUR ENGINEERING TIME, PLANNED WORK BETWEEN 20 AND 49 HOURS DONE DURING REGULAR BUSINESS HOURS, THIS IS NOT A FLAT FEE BUT A PREPAID HOURLY RATE BASED OFF AN ESTIMATED TIME TO COMPLETE THE WORK, ADDITIONAL HOURS OR OFF-HOURS WORK INVOICED SEPARATELY. IF USED FOR SCHEDULED OFF-HOURS WORK HOURS WILL BE CONSUMED AT A RATE OF 1.5 TIMES FOR EACH HOUR USED. UNSCHEDULED WORK WILL BE CONSUMED AT FULL REGULAR RATES. BLOCKS OF TIME WILL EXPIRE AFTER 6 MONTHS.</p>	20	\$155.00	\$3,100.00
Subtotal:			\$3,100.00

BCU-100218 HPE Storage, Servers and Ruckus Networking



Prepared by:
Trusted Network Solutions
 Scott Fleming
 (801) 484-4500 ext 362
 Fax (801) 484-4525
 ScottF@trustednetworksolutions.com

Prepared for:
Bountiful City
 790 South 100 East
 Bountiful, 84010
 Greg Martin
 (801) 298-6213
 gmartin@bountifulutah.gov

Quote Information:
Quote #: 004254
 Version: 3
 Delivery Date: 10/24/2018
 Expiration Date: 12/31/2018

Quote Summary

Description	Amount
Nimble HF20/20C Hybrid 42TB	\$63,174.48
DL360 Servers	\$25,794.20
Ruckus ICX Switches	\$23,050.62
Services	\$3,100.00
Shipping:	TBD
Total:	\$115,119.30

*Optional Expenses

Description	One-Time
Nimble HF20/20C Hybrid 21TB	\$46,021.53
Optional Subtotal:	\$46,021.53

By accepting this Proposal, you agree to the following terms (collectively, "Agreement"): Pricing may not include any shipping; freight is FOB origin and risk of loss passes upon shipment. Title to listed products does not pass until payment in full. Prices are subject to change without notice. Payment of invoiced charges is due within thirty (30) days after invoice date. Interest will accrue on all past due amounts at two percent (2%) per month or the highest rate allowed by law, whichever is lower. Trusted Network Solutions, Inc. ("TNS") disclaims all warranties, including any warranty of merchantability or of fitness for a particular purpose, of any product or service sold under this Agreement; warranties, if any, are the manufacturers' only. You are responsible for any fees or charges associated with canceled or returned orders, including restocking charges, credit card fees, and shipping fees. If you fail to make any payment when due or otherwise default under this Agreement, TNS will be entitled, without further notice, to (a) terminate this Agreement; (b) cancel any pending order and repossess by peaceful means or legal process any product for which TNS has not received payment in full; (c) collect by legal action any amounts owing under this Agreement; (d) recover costs incurred in enforcing this Agreement, including reasonable attorney fees, whether incurred in litigation or otherwise; and (e) pursue any other rights or remedies under this Agreement, at law (including the Utah Uniform Commercial Code), or in equity. The remedies set forth in this Agreement are cumulative. This Agreement will be governed by and construed in accordance with the laws of the State of Utah. You hereby consent to the jurisdiction of the federal and state courts located in the State of Utah, with venue in Salt Lake County, as the sole forum for any litigation arising out of this Agreement.

To accept this Agreement and authorize TNS to purchase the listed products and services, please sign and return this Proposal or send an e-mail acceptance to your TNS consultant. Return may be made by fax to (801) 484-4525. The terms of any purchase order accompanying the accepted Proposal will be subject to and superseded by the terms of this Agreement. The person signing below or accepting this Agreement electronically warrants that he or she has been duly authorized to do so on behalf of the Client. Thank you for this opportunity.

Signature: _____

Date: _____

Showing 2 Product(s)



Raritan D2CIM-VUSB KVM Cable Adapter

Raritan Dominion KX II USB CIM with Virtual Media

MFG#: D2CIM-VUSB | **EP#:** EP2530150

Manufacturer: Raritan Computer | **Category:** Cables and Cable Adapters

\$112.80

LOCAL GOVERNMENT, CITY & COUNTY Pricing

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Tripp Lite B021-000-19 KVM Rack Console 1U Rackmount w 19\" data-bbox="455 455 819 482"/>

by Tripp Lite

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Style: **19\" data-bbox="455 593 512 603"/>**

19\" data-bbox="455 604 512 636">	19\" data-bbox="512 604 570 636"> 	DVI or VGA" data-bbox="570 604 620 636">
\$600.39	\$609.99	\$773.99
✓prime	✓prime	✓prime

- 1-year warranty
- 1U rackmount console with 19-in. LCD screen, keyboard, numeric keypad and touch pad
- Compatible with PS/2 and USB computers and servers
- Space-saving 1U rackmount drawer design Rackmountable in 19-Inch system rack (1U), from 27-Inch to 42-Inch deep
- Supports resolutions up to 1366 X 768

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Raritan Dominion KX III DKX3-108 KVM Switchbox

Raritan Dominion KX III DKX3-108 KVM Switchbox - 8 Computer(s) - 1 Local User(s) - 1 Remote User(s) mountable

Brand: Raritan Computer | **Part #:** DKX3-108-PAC | **EP SKU:** EP3554262 | **Category:** KVM

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logo: Raritan Computer

Your Price: \$2,253.35

Quantity: [Add to Cart](#)

LOCAL GOVERNMENT, CITY & COUNTY Pricing
Availability: [0](#)

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 1940 E. Mariposa Ave
 El Segundo, CA 90245
 Main (310) 337-5200
 www.enpointe.com

En Pointe Contact
 Randy Everett

Branch Office:
 En Pointe - Salt Lake City
 12227 S Business Park Dr, Suite 102
 Draper UT 84020
 Ph: 866-450-9148
 Fax: 866-450-9149

Customer Contact	801-298-6212
Shipping Address	UT-BOUNTIFUL CITY ATTN: Accts.Payable 790 SOUTH 100 EAST BOUNTIFUL UT 84010 USA
Sold-to Address	UT-BOUNTIFUL CITY ATTN: Accts.Payable 790 SOUTH 100 EAST BOUNTIFUL UT 84010 USA
Customer Notes	
Purchase Order Details	PO# PO Date 11/06/2018 Customer # 1018402 Delivery Date Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight 21.000 LB Ship Via BW Best Way-3 to 7 days

QUOTATION

30186602

Page 1 of 3

Created
 11/06/2018

Expires
 11/30/2018

Created By
 Michelle Reid

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	9EM-00262[03] / 9EM-00262 Microsoft	Windows Server Most Current Version License and Software Assurance Select Plus-Not Applicable Level C - 3 Years Remaining (Prepaid) Single L <i>WinSvrSTDCore SNGL LicSAPk MVL 2Lic CoreLic</i>	3-5 days*	140.24	1	140.24
30	R18-00129[12] / R18-00129 Microsoft	Windows Server CAL Device Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepai	3-5 days*	37.48	1	37.48
40	R18-00130[04] / R18-00130 Microsoft	Windows Server CAL User Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid)	3-5 days*	47.63	1	47.63
50	021-05339[02] / 021-05339 Microsoft	Office Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single Language-	3-5 days*	498.95	1	498.95
60	059-03715[04] / 059-03715 Microsoft	Word Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single Language (N	3-5 days*	194.29	1	194.29
70	065-03452[13] / 065-03452 Microsoft	Excel Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single Language (3-5 days*	194.29	1	194.29
80	077-02521[04] / 077-02521 Microsoft	Access Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single Language-	3-5 days*	194.29	1	194.29
90	079-01662[04] / 079-01662 Microsoft	PowerPoint Most Current Version License and Software Assurance Select Plus-Level D - 3 Years Remaining (Prepaid) Single Language (Non-Specif	3-5 days*	194.29	1	194.29

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 El Segundo, CA 90245
 Main (310) 337-5200
 www.enpointe.com

Item	Material / Mfg Part # Mfg Name	Description	Avail Unit	Price \$	Qty	Ext Price \$
100	FQC-09551[03] / FQC-09551 Microsoft	Windows Pro 10.0 Upgrade License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate <i>License Only, SA not included</i>	3-5 days*	121.63	1	121.63
110	312-02176[04] / 312-02176 Microsoft	Exchange Server Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Singleu <i>Single core license</i>	3-5 days*	887.04	1	887.04
120	394-00529[05] / 394-00529 Microsoft	Exchange CAL User Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Singl	3-5 days*	110.26	1	110.26
130	381-01603[04] / 381-01603 Microsoft	Exchange CAL Device Most Current Version License and Software AssuranceSelect Plus-Level D - 3 Years Remaining (Prepaid) Single Language (Wi	3-5 days*	85.48	1	85.48
140	228-04538[04] / 228-04538 Microsoft	SQL Server Standard Most Current Version License and Software AssuranceSelect Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Sing	3-5 days*	1,022.57	1	1,022.57
150	359-00769[04] / 359-00769 Microsoft	SQL CAL Device Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single L	3-5 days*	237.93	1	237.93
160	359-00993[04] / 359-00993 Microsoft	SQL CAL User Most Current Version License and Software Assurance SelectPlus-Not Applicable Level D - 3 Years Remaining (Prepaid) Single Lang	3-5 days*	237.93	1	237.93
170	6VC-01287[04] / 6VC-01287 Microsoft	Windows Remote Desktop Svcs Dev CAL Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaini	3-5 days*	150.52	1	150.52
180	6VC-01288[04] / 6VC-01288 Microsoft	Windows Remote Desktop Svcs User CAL Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remain	3-5 days*	150.52	1	150.52
190	H04-00231[12] / H04-00231 Microsoft	OFFICE SHAREPOINT SERVER Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid	3-5 days*	8,517.04	1	8,517.04

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 Main (310) 337-5200
 www.enpointe.com

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
200	H05-00175[04] / H05-00175 Microsoft	OFFICE SHAREPOINT CAL DEVICE Most Current Version License and Software Assurance Select Plus-Level D - 3 Years Remaining (Prepaid) Single La	3-5 days*	119.45	1	119.45
210	H05-00445[04] / H05-00445 Microsoft	OFFICE SHAREPOINT CAL USER Most Current Version License and Software Assurance Select Plus-Level D - 3 Years Remaining (Prepaid) Single Lang	3-5 days*	153.91	1	153.91
220	9EA-00267[02] / 9EA-00267 Microsoft	WINDOWS DATACENTER SVR Most Current Version License and Software Assurance Select Plus-Not Applicable Level D - 3 Years Remaining (Prepaid) 2 Core License	3-5 days*	876.89	1	876.89

Pricing shown is for 36 months L & SA (unless noted as License Only)

A new Select Plus Agreement will need to be signed

MA095

*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.

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Sub Total	\$	14,172.63
EWR Total	\$	0.00
Freight Total	\$	0.00
Taxable Amount	\$	0.00
Sales Tax - State	\$	0.00
Sales Tax - Local	\$	0.00
Total Taxes	\$	0.00
Total Amount	\$	14,172.63

Customer Acceptance

A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales to purchase the above referenced goods and/or services.

Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Sales which are available at www.enpointe.com/invoiceterms.asp.

Name _____ PO Number _____
 Email _____ Signature _____
 Phone _____ Date _____

En Pointe Technologies Sales
 1940 E. Mariposa Ave
 El Segundo, CA 90245
 Main (310) 337-5200
 www.enpointe.com

En Pointe Contact
 Randy Everett

Branch Office:
 En Pointe - Salt Lake City
 12227 S Business Park Dr, Suite 102
 Draper UT 84020
 Ph: 866-450-9148
 Fax: 866-450-9149

Customer Contact
801-298-6212

Shipping Address
UT-BOUNTIFUL CITY ATTN: Accts.Payable 790 SOUTH 100 EAST BOUNTIFUL UT 84010 USA

Sold-to Address
UT-BOUNTIFUL CITY ATTN: Accts.Payable 790 SOUTH 100 EAST BOUNTIFUL UT 84010 USA

Customer Notes

Purchase Order Details	
PO#	
PO Date	11/09/2018
Customer #	1018402
Delivery Date	11/09/2018
Delivery Terms	FOB Destination
Payment Terms	Net 25
Gross Weight	LB
Ship Via	BW Best Way-3 to 7 days

QUOTATION

30186669

Page 1 of 1

Created
 11/09/2018

Expires
 11/30/2018

Created By
 Michelle Reid

Item	Material / Mfg Part # Mfg Name	Description	Avail	Unit Price \$	Qty	Ext Price \$
10	V-VBRENT-VS-P0000-00 Veeam	VBR ENT VLIC	3-5 days*	1,224.49	2	2,448.98
20	V-VBRENT-VS-P03YP-00 Veeam	ADDL 3YR OF BASIC MNT PREPAID MLIC	3-5 days*	763.17	2	1,526.34
		<i>FOR VBR ENT</i>				
30	V-VBRENT-VS-P01MR-00 Veeam	MONTHLY BASIC MNT RNWL VBR ENT MLIC	3-5 days*	26.67	12	320.04
<p><i>Veeam Backup Enterprise (VMware) Perpetual May 27, 2018 May 26, 2023</i> Quantity Product SKU Veeam Product Description 2 V-VBRENT-VS-P0000-00 Veeam Backup & Replication Enterprise 2 V-VBRENT-VS-P03YP-00 3 additional years of Basic maintenance prepaid for Veeam Backup & Replication Enterprise 12 V-VBRENT-VS-P01MR-00 Monthly Basic Maintenance Renewal - Veeam Backup & Replication Enterprise</p>						

*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.

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Sub Total	\$	4,295.36
EWR Total	\$	0.00
Freight Total	\$	0.00
Taxable Amount	\$	0.00
Sales Tax - State	\$	0.00
Sales Tax - Local	\$	0.00
Total Taxes	\$	0.00
Total Amount	\$	4,295.36

Customer Acceptance

A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales to purchase the above referenced goods and/or services.

Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Sales which are available at www.enpointe.com/invoiceterms.asp.

Name _____ PO Number _____

Email _____ Signature _____

Phone _____ Date _____

City Council Staff Report



Subject: Public Notice of City Council's Meeting Schedule
Author: Gary Hill, City Manager
Date: 11 December 2018

Background

Under Section 52-4-202 of the Utah Code (in the Open & Public Meetings Act), the City Council "shall give public notice at least once each year of its annual meeting schedule," and "shall specify the date, time, and place of the scheduled meetings."

Analysis

The City Council can meet when it wants to. In the 1980s and 1990s it met every Wednesday. For the last seventeen years or so it has met on the second and fourth Tuesdays, which can be changed at the Council's discretion.

The Public Notice given here announces that Bountiful City Council meetings "shall take place the second and fourth Tuesdays of each month." However, it notes that there will be no meeting on December 24th.

Department Review

This Public Notice has been reviewed by the City Manager and the City Attorney.

Significant Impacts

There are no significant impacts from this action.

Recommendation

It is recommended that the City Council approve the Public Notice of Bountiful City Council Meetings in 2019, and meet on the second and fourth Tuesdays of each month.

Attachments

The Public Notice of Bountiful City Council Meetings in 2019.

PUBLIC NOTICE

Pursuant to UCA 52-4-202(2), the City of Bountiful hereby gives public notice of its annual meeting schedule for 2019. Regular meetings of the City Council shall take place the second and fourth Tuesdays of each month, unless otherwise advertised. All City Council meetings shall be held in the Council Chambers at City Hall, 790 South 100 East, Bountiful, Utah, unless otherwise advertised. The meetings will begin promptly at 7:00 p.m.

Some meetings will have a work session beginning at 6:00 p.m., which is open to the public.

The City Council may meet as a Redevelopment Agency Board of Directors. These meetings shall take place in the City Council Chambers at City Hall, and shall begin after City Council meeting as needed, unless otherwise advertised.

The Council will not meet on Tuesday, December 24 .

All meetings of the City Council shall be open to the public, and the public is invited to attend the meetings of the City Council and the Redevelopment Agency, except where the City Council or Redevelopment Agency Board meet in Closed Session upon proper public notice and for the purposes outlined in UCA 52-4-205.

In addition to the above scheduled regular meetings, the City Council may, from time to time, meet in special session as needed, and such meetings will be advertised by legal notice to the public in accordance with UCA 52-4-202.

Dated this 11th day of December, 2018.

Gary R. Hill
City Manager

City Council Staff Report

Subject: Biennial review of Moderate Income housing
Element of the General Plan
Authors: Chad Wilkinson, City Planner,
Curtis Poole Assistant Planner
Department: Planning and Economic Development
Date: December 11, 2018

Background and Analysis

Utah Code Section 10-9a-408 requires that every municipality review the implementation of the moderate income housing element of the General Plan every two years and produce a report detailing the findings of the review. Attached is the proposed 2018 Biennial Moderate Income Housing Report for Bountiful City.

The City Council first adopted a moderate income housing plan in 2000, and updated that plan in 2007. Since that time the City has regularly reviewed the housing element and prepared Moderate Income Housing reports as required by statute. The goal of the State law is to create a balance of moderate income housing throughout all communities, and to remove barriers to moderate income housing. This report does not update the General Plan but rather analyzes the implementation of the Moderate Income Housing element of the Plan based on specific areas identified in state law. The requirements of state law are included below:

- (1) The legislative body of a municipality described in Subsection 10-9a-401(3)(b) shall biennially:
 - (a) review the moderate income housing plan element of the municipality's general plan and implementation of that element of the general plan;
 - (b) prepare a report on the findings of the review described in Subsection (1)(a); and
 - (c) post the report described in Subsection (1)(b) on the municipality's website.
- (2) The report described in Subsection (1) shall include a description of:
 - (a) efforts made by the municipality to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing;
 - (b) actions taken by the municipality to encourage preservation of existing moderate income housing and development of new moderate income housing;
 - (c) progress made within the municipality to provide moderate income housing, demonstrated by analyzing and publishing data on:
 - (i) the number of housing units in the municipality that are at or below:
 - (A) 80% of the adjusted median income for the municipality;
 - (B) 50% of the adjusted median income for the municipality; and
 - (C) 30% of the adjusted median income for the municipality;
 - (ii) the number of housing units in the municipality that are subsidized by the municipality, the state, or the federal government; and

- (iii) the number of housing units in the municipality that are deed-restricted;
- (d) all efforts made by the city to coordinate moderate income housing plans and actions with neighboring municipalities or associations of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act;
- (e) all efforts made by the municipality to utilize a moderate income housing set-aside from a redevelopment agency, a community development agency, or an economic development agency;
- (f) money expended by the municipality to pay or waive construction-related fees required by the municipality; and
- (g) programs of the Utah Housing Corporation that were utilized by the municipality.

The City is due for an update of the Housing Element of the General Plan and the Planning Department anticipates a comprehensive update of the General Plan including the Moderate Income Housing Element of the Plan within the next year. At that time, open houses and public hearings will be held in order to receive public input on the plan.

Recommended Motion

Move to accept the attached 2018 Biennial Moderate Income Housing Report and authorize staff to forward a copy to the Department of Workforce Services and the local association of governments as required by State law.

Attachment

2018 Biennial Moderate Income Housing Report

Bountiful City 2018 Biennial Moderate Income Housing Report

Utah Code Section 10-9a-408 requires that the legislative body of each municipality prepare a report regarding the status and implementation of its adopted Moderate Income Housing Plan. This document has been created to fulfill this requirement.

The current moderate income housing plan was adopted in September of 2000 with an update in 2007. Bountiful City Planning and Economic Development Department anticipates an update of the General Plan, including the Moderate Income Housing Element of the plan within the next year.

State law requires that the Moderate Income Housing Report address the following items:

- (a) efforts made by the municipality to reduce, mitigate, or eliminate local regulatory barriers to moderate income housing;
- (b) actions taken by the municipality to encourage preservation of existing moderate income housing and development of new moderate income housing;
- (c) progress made within the municipality to provide moderate income housing, demonstrated by analyzing and publishing data on:
 - (i) the number of housing units in the municipality that are at or below:
 - (A) 80% of the adjusted median income for the municipality;
 - (B) 50% of the adjusted median income for the municipality; and
 - (C) 30% of the adjusted median income for the municipality;
 - (ii) the number of housing units in the municipality that are subsidized by the municipality, the state, or the federal government; and
 - (iii) the number of housing units in the municipality that are deed-restricted;
- (d) all efforts made by the city to coordinate moderate income housing plans and actions with neighboring municipalities or associations of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act;
- (e) all efforts made by the municipality to utilize a moderate income housing set-aside from a redevelopment agency, a community development agency, or an economic development agency;

- (f) money expended by the municipality to pay or waive construction-related fees required by the municipality; and
- (g) programs of the Utah Housing Corporation that were utilized by the municipality.

Regulatory Barriers

Over the past two years the City has taken measures to increase allowed densities in the Downtown zone area by adopting increased building heights and decreased minimum lot sizes, which allows for development of high density multifamily housing on properties where that previously would have not been possible. Several mixed use and multifamily developments have occurred in the area since the adoption of the zone. The City continues to plan for multi-family residential along transit corridors including the South Davis Bus Rapid Transit corridor. Zone changes along this corridor have been approved allowing high density residential development and projects incorporating high density housing have recently received approval in these areas. The City has provided low interest loans to developers in order to support these projects. The City recently lifted restrictions on accessory dwelling units allowing for additional opportunities for these affordable housing units throughout all single family zones in the City.

Preservation of Existing Moderate Income Housing

Moderate income housing is defined in State Law as “housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households of the same size in the county which the city is located.” The City recognizes that a large portion of the moderate income housing inventory in Bountiful consists of older homes built prior to current trends for larger homes. Over 65 percent of single family homes in Bountiful were constructed before 1980. Bountiful City ordinances allow flexibility in remodeling and upgrading homes built prior to 1965 that did not meet current setback requirements and/or that did not have an attached two car garage. The goal of these criteria was primarily the preservation of these existing, affordable housing areas. The City also recently adopted changes to parking and driveway standards in order to help these older affordable units to respond to changes in automobile ownership in the past decades. The City also allows for legal non-conforming duplexes in single family zones as a permitted use, thus allowing the preservation, upgrading, and refinancing of these units.

Progress Made

Bountiful continues to construct a high percentage of multifamily residential development relative to the total number of new units constructed. In 2017 and 2018 a total of 141 new residential units were permitted and under construction, including 43 single family residential units and 98 multi-family units. Multifamily units constituted almost 70 percent of the total units permitted and under construction in Bountiful in 2017 and 2018. In addition the City has approved 11 Accessory Dwelling Units (ADU's) in the last year and expects the rate of approval of these units to increase in coming years based on recent changes to regulatory restrictions for ADU's.

The following summarizes the current population and households in the targeted income groups in Bountiful City.

Population

- Current Population 44,107 (2017 estimate)
- Population Change since 2000

2000	41,301
2010	42,552
2013	42,801
2014	42,947
2015	43,221
2016	43,428

- Households in Targeted Income Groups

14,289 Total Households
 < 80% AMI – 4,774 Households
 < 50% AMI – 3,031 Households
 <30% AMI – 1,765 Households

Current Housing Stock

- Number of Housing Units 14,289
- Breakdown of Housing Units

	OCCUPIED UNITS	OWNER- OCCUPIED	RENTER- OCCUPIED
	14,289	10,417 72.9%	3,872 27.10%
BEDROOMS			
1 Bed	4.9%	.9%	15.6%
2-3 Bed	41%	33%	62.5%
4+ Bed	53.4%	66.1%	19.1%
YEAR BUILT			
2014 or later	.1%	0%	.3%
2010 – 2013	2.1%	1.2%	4.6%
2000 – 2009	8.7%	7.2%	12.7%
1980 – 1999	24%	23.6%	25.1%
1960 – 1979	36.5%	37.2%	34.6%
1940 – 1959	25.3%	26.7%	21.4%
1939 or before	3.4%	4.1%	1.5%

5-Year and 10-Year Population Projections

	Growth Rate	5-Year Population	10-Year Population
Low Projection	.018%	44,237	45,033
Medium Projection	.025%	44,524	45,637
High Projection	.040%	45,260	47,070

Forecast of Affordable Housing Need*

	Existing Stock	5-Year	Net Units Needed
< 30% AMI	1,765 Units	1,890 Units	125 Units
< 50% AMI	3,031 Units	3,102 Units	71 Units
< 80% AMI	4,774 Units	4,870 Units	96 Units
Total Units	14,289 Units	14,431 Units	142 Units

*The growth rate used in calculating the forecast of units is based on historic residential unit construction rates for the City over the past 5 years and population growth projections for the next 5 years.

Source of Data: 2016 American Communities Survey and Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2017 U.S. Census Bureau, Population Division

The City has also conducted an analysis using the tools provided by the Department of Work Force Services. This analysis shows that the City has made progress in the provision of moderate income housing over the past two years for targeted populations. It is expected that the recent changes to the Downtown standards, particularly those allowing for the development of smaller lot multifamily residential use will have a positive impact on provision of housing for this demographic.

The City does not currently have any municipally sponsored programs subsidizing affordable housing, but there are a number of state and federally subsidized units in Bountiful City. The City currently has a total of 17 units subsidized by the Olene Walker Housing Loan Fund and an additional 167 units subsidized by the Low Income Housing Tax Credit program. Bountiful currently provides information to residents regarding the programs of the Utah Housing Corporation over the counter but could provide better links to this information on the City website. The Redevelopment Area of Bountiful City does not include a housing set-aside because it was approved prior to this requirement being adopted into State law. The City has not waived development fees for Moderate Income Housing in the past, but has provided assistance in the form of low interest loans to mixed use developments containing multifamily residential units.

Coordination with Neighboring Municipalities

Bountiful City actively participates in the Utah League of Cities and Towns and meets regularly with surrounding communities to coordinate regional issues such as transportation and housing.

Conclusion

With the recent construction of multifamily housing within the Historic Downtown area the adoption of standards loosening restrictions on accessory dwelling units, Bountiful has, within the last two years, administered policies that continue to support the provision of moderate income housing within the City. Based on the definition of Moderate Income Housing contained in State law, the City provides a high percentage of affordable housing options for moderate income persons residing in or desiring to reside within Bountiful City. Based on historic trends for construction of multifamily housing in Bountiful City the projected number of units to be constructed will meet the demand for further population growth among targeted populations in the City.

City Council Staff Report

Subject: Trip Hazard Elimination Contract Renewal
Author: City Engineer
Department: Engineering
Date: December 11, 2018



Background

Since 2001, Bountiful City has used Precision Concrete Cutting as our sole source provider for removal of sidewalk trip hazards. This has been a very popular and successful way of removing uneven places in sidewalks without the high cost of removal and replacement. We have covered every sidewalk in the city once but because trees keep growing and walks keep moving, we are in the process of reexamining and cutting the city sidewalks a second time.

Analysis

Precision Concrete Cutting is the preferred sole source provider for this type of service. Their proprietary process results in a smooth, even surface where the trip hazards are removed. As has been mentioned in prior memos, the development of the tools and processes were developed by the owners of Precision Concrete Cutting and are covered by several patents. We have explored other processes in the past and have found the results to be very rough and undesirable.

The pricing proposal which has been submitted from Precision Concrete Cutting includes an increase of approximately 5.9% from the previous contract rate.

The attached memo from Aaron Olliver, President of Precision Concrete Cutting explains the patents.

Department Review

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

Recommendation

I recommend that the Council accept the proposal of Precision Concrete Cutting to provide Trip Hazard Elimination **at the unit price of \$26.95 per inch-foot** as proposed.

Significant Impacts

The Streets department has included \$80,000 in their budget for this item. This amount reflects a reduction of \$20,000 from prior years so that we can allocate more funding to address locations where replacement is now the only viable option, and to provide additional funds for the homeowner participation program.

Attachments

Precision Concrete Cutting Sole Source Disclosure
Precision Concrete Cutting 2018 Price Proposal



July 17, 2013

Paul C. Rowland, Engineer
Bountiful City
790 South 100 East
Bountiful, UT 84011

RE: Patent information

Dear Mr. Rowland:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095

Precision Concrete Cutting is the sole-sourced provider of these patents. If you have any questions or comments please feel free to give me a call.

Regards,

Aaron C. Ollivier
President
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-3990





Contact: Jared Taylor
Mobile: 801.369.6635
Fax: 801.855.7150

SIDEWALK TRIP HAZARD REPAIR PROGRAM PROPOSAL: Bountiful City Rate FY 2018/2019



Presented to: Lloyd Cheney
November 2018

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



COMMITMENT SUMMARY

COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.

A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance

CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.

SAFE

Decrease liability on your pedestrian walkways

DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.

LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.

FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds).

Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



Trip Hazard Removal Pricing Schedule

Americans with Disabilities Act requires all trip hazards over 1/4 inch to have edge treatment. Our maximum size of trip hazard we prefer to remove is no higher than 2 inches. Cities typically give us specific areas to work in and have us remove all trip hazards between 1/4 inch and 2 inches. The city is to determine the specifications of removing the height of trip hazards. Slabs that contain cracks beyond repair and slabs that contain Spalling will not have trip hazards removed and will be marked on the invoice for replacement. All work performed is at the required 1:12 ratio.

These prices assume we will be cutting in a specific area and do not require mobilization from one area to another. Most cities plot out continuous street blocks for us to work on.

Our rates include marking out the height of each trip hazard, recording the address where the trip hazard is located and mapping on a city map where all trip hazards have been removed.

Proposed Breakdown

Quantity of Trip Hazards to be Repaired	2,000-2,500 (depending on the average inch feet)
Total Lineal Feet to be Cut	250-350 (depending on the average inch feet)
Total Inch Feet to be Cut	2,969
Price per Inch Foot	\$26.95
Proposed Budget	\$80,000




- ✓ EXCEEDS ADA COMPLIANCE
- ✓ MOST COST-EFFECTIVE
- ✓ CLEANEST PROCESS
- ✓ HIGHEST QUALITY
- ✓ DETAILED REPORTING
- ✓ SERVICING NORTH AMERICA



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

MAKING SIDEWALKS MORE WALKABLE FOR PEDESTRIANS EVERYDAY.



INNOVATION

- Patented technology
- Smart phone app
- GPS survey maps



ENVIRONMENTAL RESPONSIBILITY

- Patented system captures any dust and debris
- Small equipment reduces noise and CO2 emissions
- All concrete removed is recycled



SIDEWALK TRIP HAZARD



LIABILITY REMOVED

Our repairs :

- Are ADA compliant
- Remove the liability
- Don't cause disruptions
- Make sidewalks safe

AFFORDABILITY

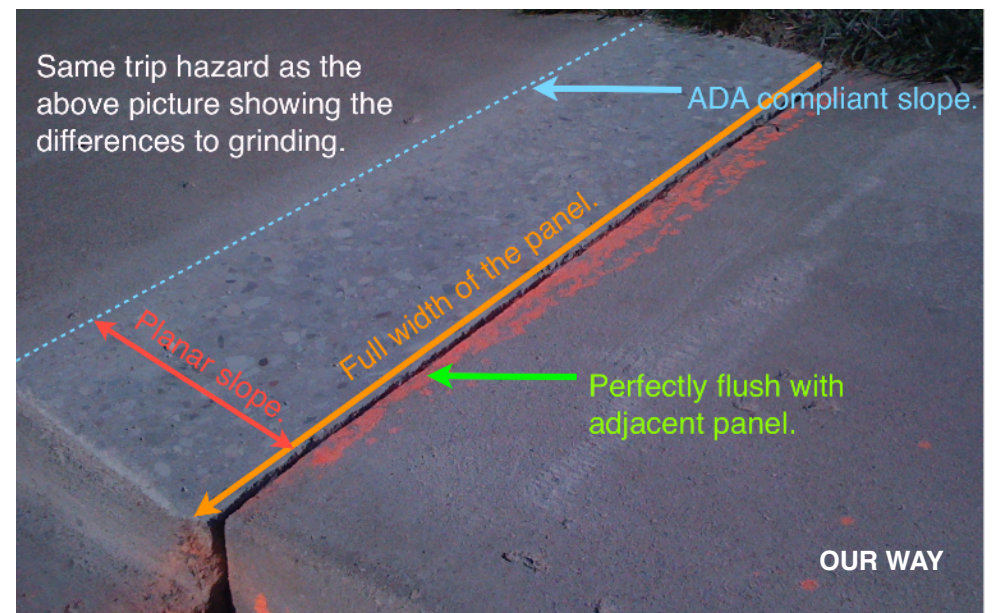
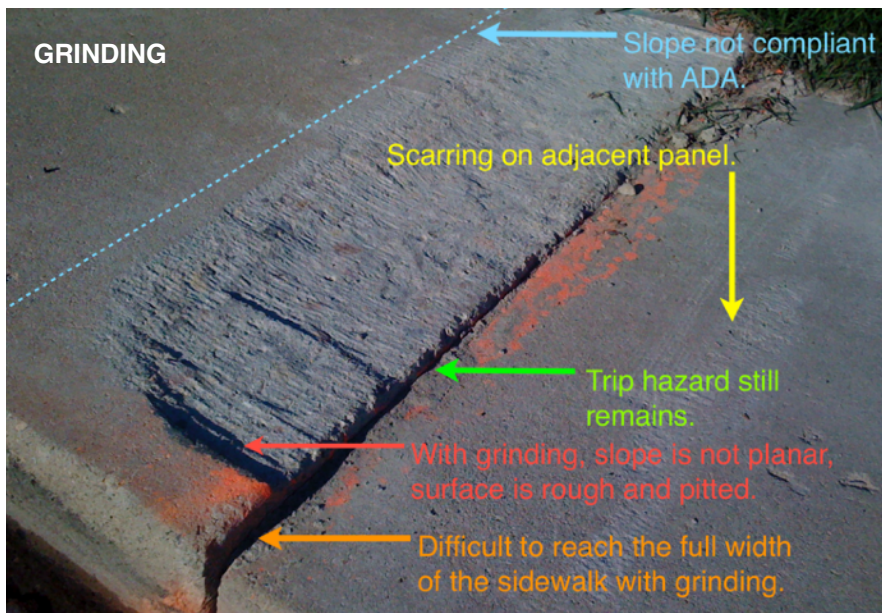
Sidewalk repairs typically save you 70 - 90% compared with sidewalk replacement.

We saved our customers over \$75,000,000 last year!

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THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant - a result you can't get with grinding. Plus, our method saves you money!



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PRECISION CONCRETE CUTTING REPAIRS



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Council Staff Report

Subject: Preliminary Subdivision Approval for the Seifert Subdivision
Address: 3350 South 725 West
Author: City Engineer, City Planner
Department: Engineering, Planning
Date: December 11, 2018



Background

Mr. Roger Seifert is requesting preliminary approval of the Seifert Subdivision. This three lot subdivision proposes to include the existing single family home at 3332 S 725 W and the vacant parcel at the end of the street into a three lot subdivision. It is proposed that a new cul-de-sac be created in the existing vacant parcel, resulting in a new lot on the east and west sides of the cul-de-sac. The existing vacant parcel slopes from east to west at approximately 5% on the north property line and increases to approximately 20 % towards the south-east corner of the parcel which abuts the Jenkins property.

Analysis

The existing parcels are located in the R-4 zone and combine to form a 1.384 acre parcel from which three lots will be created. The proposed area of each lot is more than twice the 8,000 sq.ft. minimum lot size requirement for this zone. Lot 1, which will include the existing home on the west side of 725 West, will have 90 ft. of frontage. Lots 2 and 3 will have widths of 109 ft. and 112 ft. respectively (measured at the 25 ft. setback).

Utilities are already serving the four lots which front onto 725 West, north of the proposed subdivision. A South Davis Water District 6" culinary water main is located behind the west curb. This line will need to be extended approximately 145 feet to the south side of the cul-de-sac and have a fire hydrant installed at the termination of the line. An existing 8" sewer main extends to the south through the property, so the installation of 2 new sewer laterals to serve the lots which front the cul-de-sac are all that is necessary to provide sewer service. Overhead power lines are located on the south side of the vacant parcel.

The street improvements as proposed deviate slightly from the standard right of way requirements because of the limited north-to-south dimension of the vacant parcel and the width of the adjacent parcel 3333 S 725 W. Because of these conditions, the cul-de-sac is proposed with a 50 ft. radius (measured at the property line). Since there is no sidewalk on 725 W, sidewalk is not proposed to be installed at this time, however, the 8 ft. separation between the curb and gutter and the proposed property line would accommodate a 4 ft. wide park strip and a 4 ft. wide sidewalk.

It should be noted that the extension of the culinary water line as shown will require that the existing curb and gutter on the west side of 725 W be removed and replaced. A 3 ft wide asphalt patch will be required in the existing pavement.

Department Review

The proposed preliminary and final plat has been reviewed by the Engineering Department and Planning Department.

Recommendation

The Planning Commission has recommended preliminary approval of the Seifert Subdivision with the following conditions:

1. Provide a current title report.
2. Make all necessary red line corrections.
3. Pay all required fees (Storm Water Impact Fee).

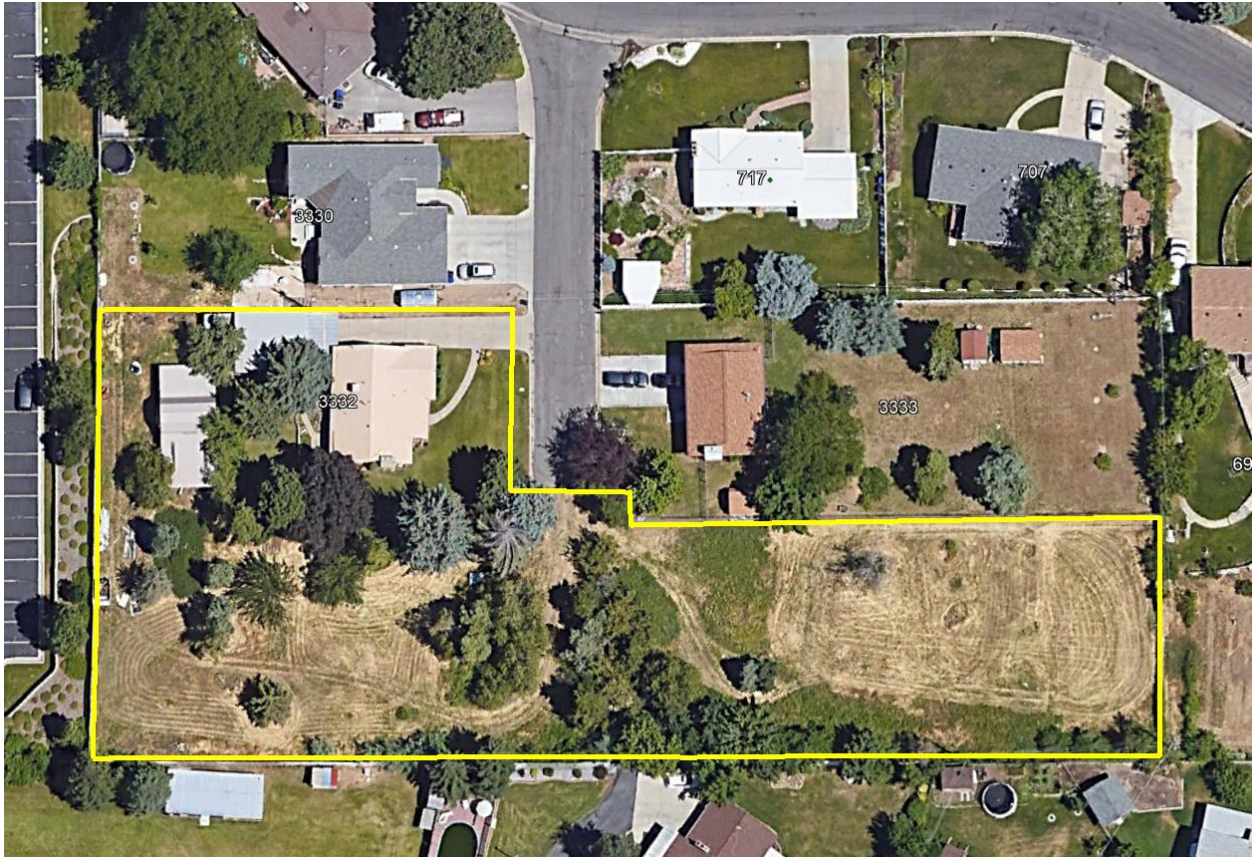
Significant Impacts

None

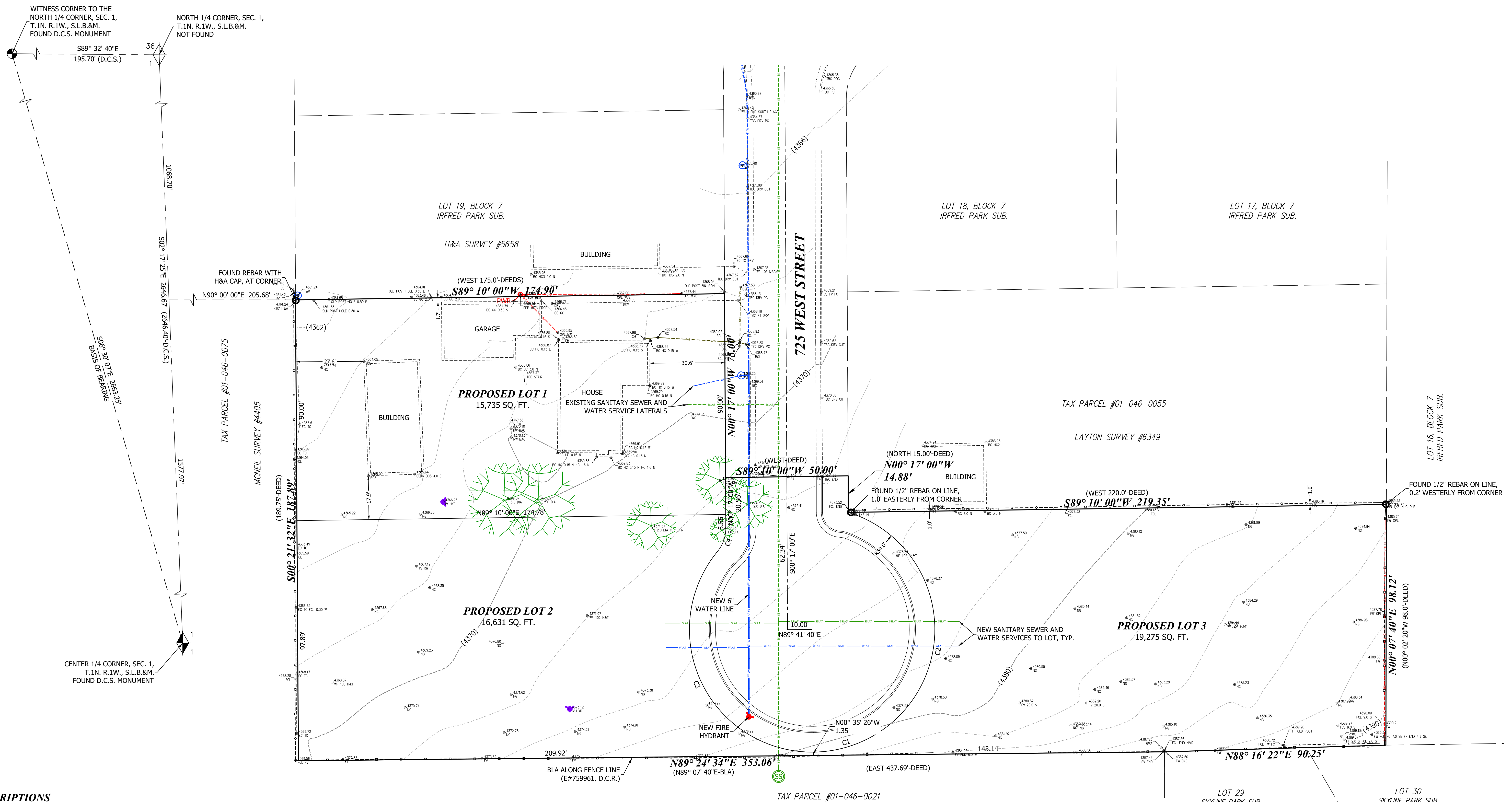
Attachments

1. Aerial photo showing the proposed location
2. A copy of the preliminary plat.

Aerial Photo of the Proposed Seifert Subdivision



SEIFERT SUBDIVISION
 INCLUDING PART OF PLAT OF BLOCK 7, IRFRED PARK SUBDIVISION
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 EAST
 SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH
 PRELIMINARY PLAT



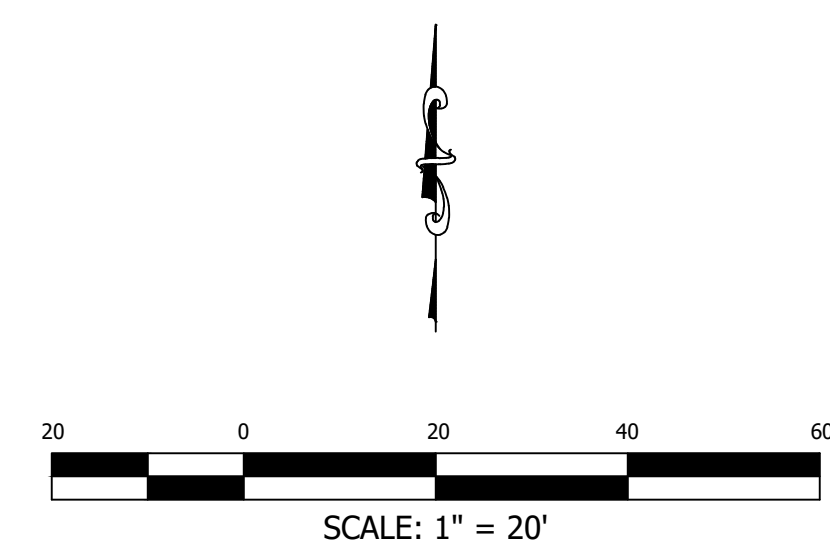
DESCRIPTIONS

DEED DESCRIPTION
 FROM A QUIT-CLAIM DEED RECORDED AS ENTRY #1231646 IN BOOK 1974 AT PAGE 923, DAVIS COUNTY RECORDER'S OFFICE.

BEGINNING ON THE WEST LINE OF A STREET ON THE NORTH LINE OF GRANTOR'S LAND AND THE SOUTH LINE OF BLOCK 7, IRFRED PARK SUBDIVISION, ACCORDING TO THE AMENDED PLAT THEREOF, AT A POINT 64 RODS SOUTH AND 342 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, WHICH POINT OF BEGINNING IS ALSO THE SOUTHWEST CORNER OF LOT 19, OF SAID BLOCK 7, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF GRANTOR'S LAND AND THE SOUTH LINE OF SAID LOT 19, 150 FEET; THENCE SOUTH 75 FEET; THENCE EAST 150 FEET TO THE WEST LINE OF SAID STREET AS EXTENDED; THENCE NORTH 75 FEET TO THE POINT OF BEGINNING

ALSO, BEGINNING 64 RODS SOUTH AND 167 FEET, MORE OR LESS, EAST OF NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN: THENCE SOUTH 0°21'32\"/>

AS-SURVEYED DESCRIPTION
 BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 19, BLOCK 7, IRFRED PARK SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 02°17'25\"/>



CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	255.04'	50.00'	292°15'27\"/>		
C2	141.58'	50.00'	162°14'07\"/>		
C3	113.47'	50.00'	130°01'20\"/>		
C4	10.40'	15.00'	039°42'54\"/>		

LEGEND	
PROPERTY LINE	—————
ADJACENT PROPERTY	—————
ROAD CENTERLINE	—————
EASEMENT LINE	—————
EDGE OF PAVEMENT	—————
CURB, GUTTER, SIDEWALK	—————
FENCE LINE	—————
WALL	—————

181 North 200 West, Suite #4
 Bountiful, UT 84010
 Phone 801.298.2236
 www.Entellus.com



PRELIMINARY PLAT
 NOT FOR CONSTRUCTION

PRELIMINARY PLAT
ROGER SEIFERT
 3332 SOUTH 725 WEST STREET
 TAX PARCELS #01-046-0017 and #01-046-0066
 LOCATED IN THE NE 1/4 OF SECTION 1, T.1N., R.1E., S.L.B.&M.
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: 10/23/2018
 JRC
 APPROVED: 10/29/2018
 JRC
 PROJECT: 1708001

TOPO BNDY 1708001.dwg
 PRELIMINARY PLAT

City Council Staff Report

Subject: Request for Release of Easement
583 E Pheasant Circle
Author: City Engineer
Department: Engineering
Date: December 11, 2018



Background

Mr. Jon Salzgiver is requesting a release of easements along the north and east lot lines of his property to accommodate the construction of an accessory structure.

Analysis

Mr. Salzgiver is proposing to build a detached accessory structure in the Northeast corner of his property. In addition to owning Lot 45, Mr. Salzgiver also owns a narrow strip of ground on the east side of Lot 45 where he has recorded a new easement for the Power Department's use. This new easement will accommodate some minor modifications to the power system on that side of his property and provide the necessary clearances from the power system for his new building. The existing easement on the north lot line is also part of the request for release of easements. A new easement will be provided by Mr. Salzgiver along his west property line so that a continuous easement path is provided from the frontage on Pheasant Circle to the rear property lines in the cul-de-sac lots.

Department Review

This proposal has been reviewed by the City Engineer/Public Works Director.

Significant Impacts

None

Recommendation

I recommend that the Council approve this Release of Easement, and authorize the Mayor to sign the Release of Easement Document.

Attachments

1. Aerial Photo showing the location of the easement to be released, and the easement to be recorded.
2. Copy of the Release of Easement Document
3. Disclaimer of Utility easement from Questar (Dominion)

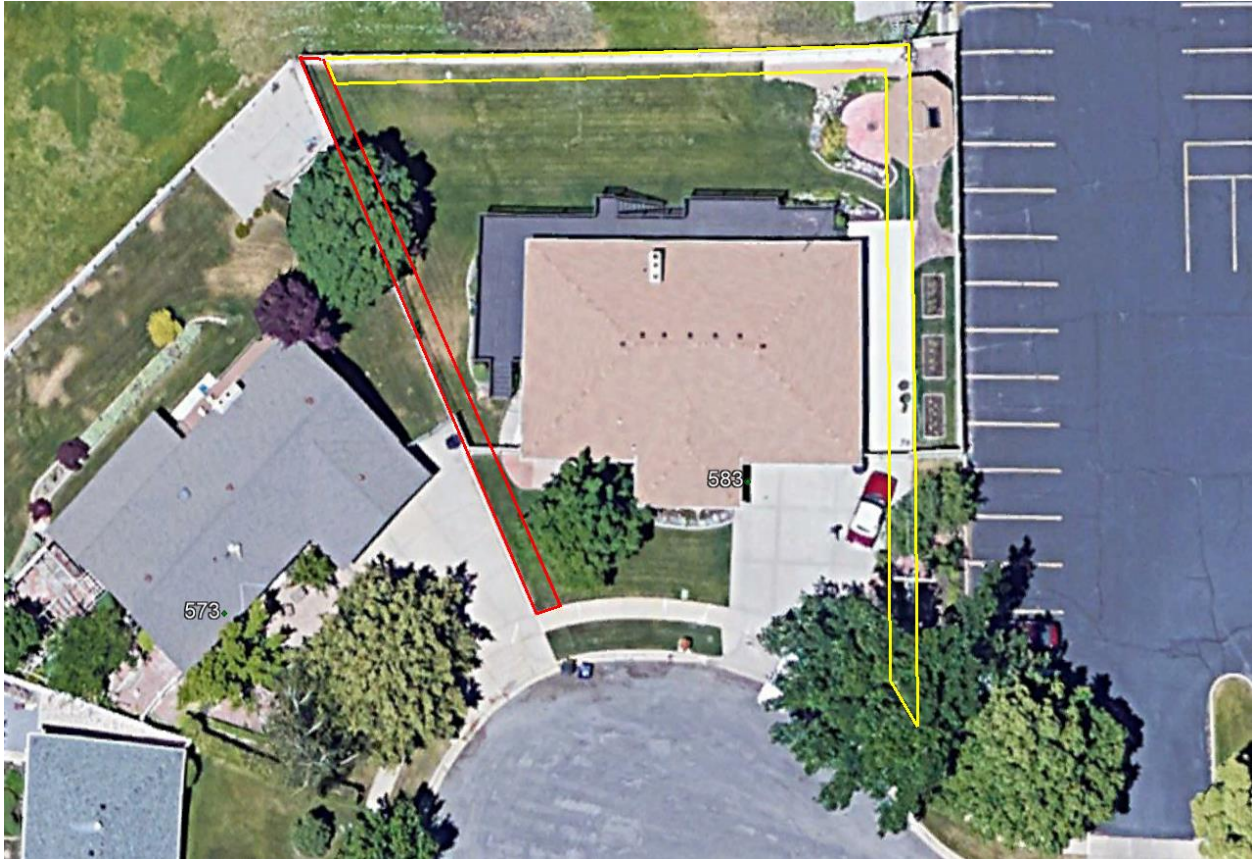


Figure 1 Easements to be released (yellow), proposed easement (red).

RELEASE OF EASEMENT

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

See Exhibit A, attached.

UTILITY COMPANY APPROVAL

Bountiful City Engineer	<u>David Cunney</u>	Date	<u>11/28/2018</u>
Power Company	<u>R. Alan Fargues</u>	Date	<u>10-29-18</u>
Bountiful Irrigation	<u>Wesley White</u>	Date	<u>7-17-2017</u>
Questar Gas	_____	Date	_____
Century Link	_____	Date	_____
Bountiful Water	<u>Mark E. Lyon</u>	Date	<u>7/13/17</u>
South Davis Sewer	<u>umbrella</u>	Date	<u>7/13/17</u>
Comcast Television	<u>[Signature]</u>	Date	<u>7-18-17</u>

~~SOUTH DAVIS WATER~~

Dated this _____ day of _____, _____.

Mayor _____

Attest: _____

City Recorder

STATE OF UTAH)

County of Davis)

On the _____ day of _____, _____, personally appeared before me, _____, Mayor and _____, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful City, municipal corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

Notary Public

Seal

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

DISCLAIMER OF UTILITY EASEMENT

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

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 45, San Simeon Hills Plat D Subdivision, located in the Northwest quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on July 13, 2017.

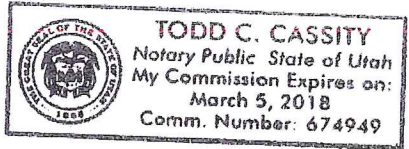
QUESTAR GAS COMPANY,
Dba Dominion Energy Utah

By: David C. Jolly
Authorized Representative

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

On July 13, 2017, personally appeared before me David A. Jolly, who, being duly sworn, did say that he is an Authorized Representative for QUESTAR GAS COMPANY, dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors.

Todd C. Cassity
Notary Public



City Council Staff Report



Subject: Extension of Lease Agreements for Cell Towers located at Bountiful Police Dept., Mueller Park, and 195 South Bountiful Blvd.
Author: Clinton Drake
Dept: Legal
Date: December 11, 2018

Background

In September, the City Council considered and approved an Agreement to extend leases for the above noted cell tower sites. That Agreement has been executed by both parties. Crown Castle, the company that manages the sites has asked for the same terms to be approved in the form of an amendment to the original agreements. The terms and information is identical to the information already approved by the Council in September. This is simply a formality to approve the actual form of the amendments. With the exception of the additional attachments, the remainder of this staff report is identical to the one submitted to the Council in September.

Bountiful City currently holds three separate lease agreements for cell towers owned by STC Five, LLC and T-Mobile. These three agreements are set to expire in the next several years. STC Five, LLC and T-Mobile contract with Crown Castle, a third party cell tower management company, to manage the leases and cell tower sites. In order to ensure continuity of service for its clients and the cellular users in Bountiful City, Crown Castle is seeking to extend the terms of the above noted leases for up to three additional five year extensions. The details of the extensions are explained in the table below:

Lessee	Tower Location	Current Expiration	Proposed Expiration	Proposed Amount	Proposed Adjustment
STC Five, LLC	Bountiful PD	10/20/2021	10/20/2036	\$18,000/year	3% / year
T-Mobile	Mueller Park	01/31/2022	01/31/2037	No Change	4% / year
T-Mobile	195 South Btfl. Blvd.	04/30/2026	04/30/2041	\$18,000/year	4% / year

Analysis

In order for wireless providers to continue to operate they must provide assurances to their clients that they have the ability to continue services into the future. The City generally avoids long term agreements however, they are sometimes necessary. Crown Castle originally requested the ability to extend the lease agreements for up to five additional five year terms. Up to twenty five years of extensions is too long in an industry that can change very rapidly. It is important however, to provide enough lease time to give assurances to the industry. Staff recommends the proposed language of up to three additional terms of five years. This is consistent with the original agreement and its terms.

The City will also benefit financially from approving the lease extensions. Two of the lease agreement rates will be increased to an amount consistent with the current market. They will now also include an annual adjustment rate of 3% to 4% that will automatically increase the lease amount each year. In addition, Crown Caste will also pay a one-time fee of \$5,000 (total of \$15,000) upon approval of the extensions.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

The cell towers are already constructed and operating. The only difference will be the new negotiated annual rents which will be an increase as well the new annual adjustments as described in the table above. These adjustments will help to account for inflation and other costs throughout the extended terms.

Recommendation

It is recommended that the City Council approve the Lease Extensions/Amendments with Crown Castle for the above noted lease agreements.

Attachments

- Previously approved Extension Agreement (one agreement addresses all three leases)
- First Amendment to Site Lease Agreement (195 South Bountiful Boulevard)
- Memorandum of First Amendment to Site Lease Agreement (195 South Bountiful Boulevard)
- Second Site Lease Agreement (Mueller Park)
- First Amendment to PCS Site Agreement (Bountiful Police Department)
- Memorandum of First Amendment to PCS Site Agreement (Bountiful Police Department)



Crown Castle
301 North Cattlemen Road, Ste 200
Sarasota, FL 34232

Tel: 941.309-1614
Patricia.Dinning@CrownCastle.com
www.crowncastle.com

September 13, 2018

Sent via email to CDrake@Bountifulutah.gov
Phone: 801-298-6143

Clint Drake
City Attorney
City of Bountiful
Bountiful, UT

Re: Business Unit # 880553 - Bountiful Police Department - 745 South Main
826125 - Mueller Park - 1487 Maple Hill
822748 - Bountiful Debris - 195 South Bountiful Blvd.

880553 - Bountiful Police Department - 745 South Main

Current Lease: By and between STC Five LLC, a Delaware limited liability company, by; Global Signal Acquisitions II LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and City of Bountiful, Utah ("Lessor"), for a 960 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides zero (0) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be October 20, 2036.
2. On the first day of the second full month following full execution of the Lease Amendment, the annual rent shall increase to Eighteen Thousand Dollars. Partial years prorated.
3. Commencing on October 21, 2019 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
4. If Lessor considers an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days,

(continued)

then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice.

5. Exhibit C of the PCS Site Lease agreement delete the following "except for the monopole" from the last sentence. Delete Exhibit F from the PCS Site Lease Agreement in its entirety.
6. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
7. All other Lease terms will remain the unchanged.

826125 - Mueller Park - 1487 Maple Hill

Current Lease: By and between T-Mobile West Tower LLC, a Delaware limited liability company, by; CCTMO LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and Bountiful City Corporation, Utah ("Lessor"), for a 1,600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

8. The Lease currently provides zero (0) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be January 31, 2037.
9. Commencing on February 1, 2019 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to four percent (4%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
10. If Lessor considers an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice.

11. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
12. All other Lease terms will remain the unchanged

822748 - Bountiful Debris - 195 South Bountiful Blvd.

Current Lease: By and between T-Mobile West Tower LLC, a Delaware limited liability company, by; CCTMO LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and Bountiful City Corporation, Utah ("Lessor"), for a 1,600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

13. The Lease currently provides one (1) remaining five (5) year renewal term. That Lease section will be amended to provide that the remaining term of the Lease will be extended, in addition to the above described renewal term, by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be April 30, 2041.
14. On May 1, 2019 the annual rent shall increase to Eighteen Thousand Dollars (18,000.00 annually). This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Lease on the same date. The next scheduled 4% annual increase is May 1, 2020.
15. If Lessor considers an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice.

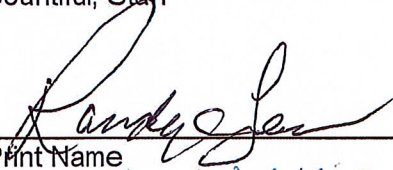
16. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

17. All other Lease terms will remain the unchanged.

Upon receipt of this document evidencing Lessor's acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay. Neither party will be bound by the terms set forth herein until the Lease Amendment is fully executed.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via e-mail to Patricia.Dinning@CrownCastle.com

Lessor:
Bountiful City Corporation
Bountiful, Utah



Print Name
Randy C. Lewis

Dated 11 September 2018

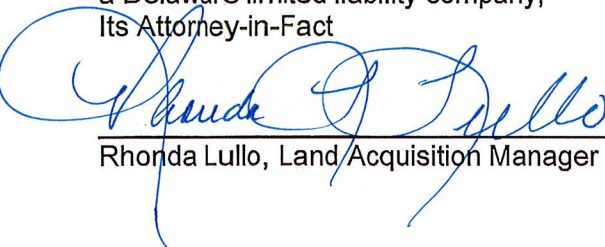
Lessee:
STC Five LLC,
a Delaware limited liability company,
By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact



Rhonda Lullo, Land Acquisition Manager

Dated: 9/19/18

Lessee:
T-Mobile West Tower LLC,
a Delaware limited liability company,
BY: CCTMO LLC,
a Delaware limited liability company,
Its Attorney-in-Fact



Rhonda Lullo, Land Acquisition Manager

Dated: 9/19/18

**FIRST AMENDMENT TO
SITE LEASE AGREEMENT**

(195 South Bountiful Boulevard / Bountiful Debris)

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 20____, by and between BOUNTIFUL CITY CORPORATION (“Landlord”), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Western PCS II Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease Agreement dated April 5, 1996 (the “Lease”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Property”); and

WHEREAS, T-Mobile West Tower LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on April 20, 1996, and expired on April 30, 2001. The Lease provides for five (5) extensions of five (5) years each, the first four (4) of which have been exercised by Tenant. According to the Lease, the final extension expires on April 30, 2026; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. The first two (2) paragraphs of Section 5 of the Lease are hereby deleted, and the following is inserted in their place:

Tenant shall have the right to extend this Lease for eight (8) additional terms of five (5) years each (each a "Renewal Term"). The Lease shall automatically renew for each Renewal Term unless Tenant provides Landlord written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

Landlord and Tenant hereby acknowledge that Tenant has exercised the first four (4) Renewal Terms, leaving a balance of four (4) Renewal Terms, with the final Renewal Term expiring on April 30, 2041.

3. One-time Rent Increase. On May 1, 2019, the monthly Rent shall increase to One Thousand Five Hundred No/100 Dollars (\$1,500.00) per month. Such Rent increase shall replace and be in lieu of the regular Rent increase schedule to occur pursuant to Section 4(b) of the Lease in 2019.

4. Annual Rent Increase. Commencing on May 1, 2020, and every year thereafter (each an "Adjustment Date"), the monthly Rent shall increase by an amount equal to four percent (4%) of the monthly Rent in effect for the year immediately preceding the Adjustment Date. Such Rent escalations shall replace any Rent escalations currently in the Lease.

5. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Five Thousand and No/100 Dollars (\$5,000.00) for the full execution of this First Amendment ("Conditional Signing Bonus"). Tenant will pay to Landlord the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum of amendment) is not fully executed by both

Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

6. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance.

7.

8. Notices. Tenant's notice address as stated in Section 12 of the Lease is amended as follows:

TENANT'S PRIMARY CONTACT

T-Mobile West Tower LLC,
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:

T-Mobile West Tower LLC,
c/o CCTMO LLC
Attn: Legal – Real Estate
Department
2000 Corporate Drive
Canonsburg, PA 15317

9.

10. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease,

the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11.

[Execution Pages Follow]

This First Amendment is executed by Landlord as of the date first written above.

LANDLORD:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

MEMORANDUM OF FIRST AMENDMENT TO
SITE LEASE AGREEMENT

(195 South Bountiful Boulevard)

This Memorandum of First Amendment to Site Lease Agreement is made effective this _____ day of _____, 20__, by and between BOUNTIFUL CITY CORPORATION ("Landlord"), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and Western PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease Agreement dated April 5, 1996 (the "Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. T-Mobile West Tower LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant.

3. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets,

meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

4. The Lease had an initial term that commenced on April 20, 1996, and expired on April 30, 2001. The Lease provides for five (5) extensions of five (5) years each (each a “Renewal Term”), the first four (4) of which have been exercised by Tenant. According to the Lease, the final Renewal Term expires on April 30, 2026.

5. Landlord and Tenant have entered into a First Amendment to Site Lease Agreement (the “First Amendment”), of which this is a Memorandum, providing for three (3) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on April 30, 2041.

6. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Property, the details of which are set forth in the First Amendment.

7. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

8. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Landlord and Tenant.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

State of Utah)
 §
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

[Tenant Execution Page Follows]

TENANT:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

A PARCEL OF LAND LOCATED IN THE STATE OF UTAH, COUNTY OF DAVIS, WITH NO SITUS ADDRESS CURRENTLY OWNED BY BOUNTIFUL CITY HAVING A TAX ASSESSOR NUMBER OF 04-047-0059 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS PARCEL #2 (DEBRIS BASIN PROPERTY) BEG AT A PT ON THE BNDRY OF GRANADA HILLS NO 6 WH PT IS S 89 31'29" E 2,286.53 FT ALG THE SEC LINE & N

412.45 FT FR THE SW COR OF SEC 21-T2N-R1E, SLM; & RUN TH ALG THE BNDRY OF SO GRANADA HILLS NO 6, IN THE FOLLOWING TWO COURSES; NE'LY 79.83 FT ALG THE ARC OF A 567.00 FT RAO CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8 04' (RAO PT BEARS S 6810'10" E FR THE POB) TO A PT OF REVERSE CURVATURE, NE'L Y 209.96 FT ALG THE ARC OF A 633.00 FT RAO CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19 00'15"; TH S 79 06'25" E 60.00 FT; TH N 55 00' E 210.52 FT; TH S 459.41 FT; TH N 76 21' W 348.85 FT ALG THE PPTY CONVEYED ON PAGE 390, BOOK 111 TO THE POB. CONT. 2.2149 ACRES DATED AND RECORDED.

**SECOND AMENDMENT TO
SITE LEASE AGREEMENT**

(Mueller Park)

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (this “Second Amendment”) is entered into this ____ day of _____, 20____, by and between BOUNTIFUL CITY CORPORATION (“Landlord”), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Western PCS II Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease Agreement dated January 8, 1997 (the “Original Lease”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Property”); and

WHEREAS, the Original Lease was amended by that certain Amendment to the Site Lease Agreement dated August 26, 2003 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, T-Mobile West Tower LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on January 8, 1997, and expired on January 31, 2002. The Lease provides for four (4) extensions of five (5) years each,

all of which have been exercised by Tenant. According to the Lease, the final extension expires on January 31, 2022; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. The first two (2) sentences of Section 5 of the Original Lease are hereby deleted, and the following is inserted in their place:

Tenant shall have the right to extend this Lease for seven (7) additional terms of five (5) years each (each a “Renewal Term”). The Lease shall automatically renew for each Renewal Term unless Tenant provides Landlord written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

Landlord and Tenant hereby acknowledge that Tenant has exercised the first four (4) Renewal Terms, leaving a balance of three (3) Renewal Terms, with the final Renewal Term expiring on January 31, 2037.

3. Annual Rent Increase. Commencing on February 1, 2019 and every year thereafter (each an “Adjustment Date”), the monthly Rent shall increase by an amount equal to four percent (4%) of the monthly Rent in effect for the year immediately preceding the Adjustment Date. Such Rent escalations shall replace any Rent escalations currently in the Lease.

4. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Five Thousand and No/100 Dollars (\$5,000.00) for the full execution of this Second Amendment (“Conditional Signing Bonus”). Tenant will pay to Landlord the Conditional Signing Bonus within sixty (60) days of the full execution of this Second Amendment. In the event that this

Second Amendment (and any applicable memorandum of amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

5. Right of First Refusal. If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Notices. Tenant's notice address as stated in Section 12 of the Original Lease is amended as follows:

TENANT'S PRIMARY CONTACT

T-Mobile West Tower LLC,
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:

T-Mobile West Tower LLC,
c/o CCTMO LLC
Attn: Legal – Real Estate
Department
2000 Corporate Drive
Canonsburg, PA 15317

7. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Execution Pages Follow]

This Second Amendment is executed by Landlord as of the date first written above.

LANDLORD:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

**MEMORANDUM OF SECOND AMENDMENT TO
SITE LEASE AGREEMENT**

(Mueller Park)

This Memorandum of Second Amendment to Site Lease Agreement is made effective this ____ day of _____, 20__, by and between BOUNTIFUL CITY CORPORATION ("Landlord"), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company ("Tenant"), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Landlord and Western PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Site Lease Agreement dated January 8, 1997 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain Amendment to the Site Lease Agreement dated August 26, 2003 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the "Lease")

3. T-Mobile West Tower LLC is currently the tenant under the Lease as ultimate successor in interest to the Original Tenant.

4. The Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Lease had an initial term that commenced on January 8, 1997, and expired on January 31, 2002. The Lease provides for four (4) extensions of five (5) years each (each a "Renewal Term"), all of which have been exercised by Tenant. According to the Lease, the final Renewal Term expires on January 31, 2022.

6. Landlord and Tenant have entered into a Second Amendment to Site Lease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for three (3) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on January 31, 2037.

7. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Property, the details of which are set forth in the Second Amendment.

8. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

9. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

10. This Memorandum does not contain the social security number of any person.

11. A copy of the Second Amendment is on file with Landlord and Tenant.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

State of Utah)
 §
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

[Tenant Execution Page Follows]

TENANT:
T-MOBILE WEST TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE WEST TOWER LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

A PARCEL OF LAND LOCATED IN THE STATE OF UTAH, COUNTY OF DAVIS, WITH NO SITUS ADDRESS CURRENTLY OWNED BY BOUNTIFUL CITY HAVING A TAX ASSESSOR NUMBER OF 05-069-0004 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS BEG AT A PT WH IS NO 01'20" W 210,07 FT ALG THE SEC LINE & E 1169.43 FT FR W $\frac{1}{4}$ COR OF SEC 33-T2N-R1E, SLM; SD PT BEING ALSO N 45 00' W 37.50 FT FR NW COR OF CITY WATER LINE R/W; & RUN TH N 5 00' W 135.00 FT; TH N 60 00' E 90.00 FT; TH N 85 00' E 135.00 FT; TH S 45 00' E 81.87 FT; TH S 5 00' E 73.44 FT; TH S 20 00' W 110.00 FT; TH S 85 00' W 170.00 FT; TH N 45 00' W 82.00 FT TO POB. CONT 1.2928 ACRES DATED AND RECORDED.

**FIRST AMENDMENT TO
PCS SITE AGREEMENT**

(Bountiful Police Department)

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (this “First Amendment”) is entered into this ____ day of _____, 20____, by and between BOUNTIFUL CITY CORPORATION (“Owner”), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC LLC, a Delaware limited liability company (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Owner and Sprint Spectrum, L.P., a Delaware limited partnership (“Original Tenant”) entered into a PCS Site Agreement dated May 22, 1996 (the “Agreement”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Owner (the “Site”), all located within certain real property owned by Owner (the “Property”); and

WHEREAS, STC Five LLC is currently the tenant under the Agreement as ultimate successor in interest to the Original Tenant; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on October 21, 1996, and expired on October 20, 2001. The Agreement provides for four (4) extensions of five (5) years each, all of which have been exercised by Tenant. According to the Agreement, the final extension expires on October 20, 2021; and

WHEREAS, Owner and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references of the defined term “SSLP” in the Agreement are hereby deleted and “Tenant” is inserted in their place.

2. Renewal. Exhibit H to the Agreement is hereby deleted. The second sentence of Section 2 of the Agreement is hereby deleted, and the following is inserted in its place:

This Agreement will be automatically renewed for seven (7) additional terms (each a “Renewal Term”) of five years each, unless Tenant provides Owner notice of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

Owner and Tenant hereby acknowledge that Tenant has exercised the first four (4) Renewal Terms, leaving a balance of three (3) Renewal Terms, with the final Renewal Term expiring on October 20, 2036.

3. One-time Rent Increase. On the first day of the second full month following the full execution of this First Amendment, the annual rent shall increase to Eighteen Thousand and No/100 Dollars (\$18,000.00) per year.

4. Improvements. Exhibit F to the Agreement is hereby deleted. The last sentence of Section 7 of the Agreement, as amended by Exhibit C to the Agreement, is hereby deleted, and the following is inserted in its place:

Upon termination or expiration of this Agreement, Tenant may remove its equipment and improvements and will restore the Site to the condition existing on the Commencement Date, except for ordinary wear and tear.

5. Annual Rent Increase. Commencing on October 21, 2019 and every year thereafter (each an “Adjustment Date”), the annual rent shall increase by an amount equal to

three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

6. Conditional Signing Bonus. Tenant will pay to Owner a one-time amount of Five Thousand and No/100 Dollars (\$5,000.00) for the full execution of this First Amendment (“Conditional Signing Bonus”). Tenant will pay to owner the Conditional Signing Bonus within sixty (60) days of the full execution of this First Amendment. In the event that this First Amendment (and any applicable memorandum of amendment) is not fully executed by both Owner and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Owner.

7. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner’s interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Site, or Owner’s interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions that are (a) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Site. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner’s notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant’s right of first refusal shall survive any such conveyance.

8. Notices. Tenant’s notice address as stated in the Agreement is amended as follows:

TENANT’S PRIMARY CONTACT

STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

9. Remainder of Agreement Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In

the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. The terms, covenants and provisions of this First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant. This First Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

_[Execution Pages Follow]

This First Amendment is executed by Owner as of the date first written above.

OWNER:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

[Tenant Execution Page Follows]

This First Amendment is executed by Tenant as of the date first written above.

TENANT:
STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS
II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

WHEN RECORDED RETURN TO:

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

MEMORANDUM OF FIRST AMENDMENT TO
PCS SITE AGREEMENT

(Bountiful Police Department)

This Memorandum of First Amendment to PCS Site Agreement is made effective this ____ day of _____, 20__, by and between BOUNTIFUL CITY CORPORATION (“Owner”), with a mailing address of 790 S 100 E., Attn: City Attorney, Bountiful, Utah 84011 and STC FIVE LLC, a Delaware limited liability company, by and through its attorney in fact, GLOBAL SIGNAL ACQUISITIONS II LLC LLC, a Delaware limited liability company (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Owner and Sprint Spectrum, L.P., a Delaware limited partnership (“Original Tenant”) entered into a PCS Site Agreement dated May 22, 1996 (the “Agreement”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Owner (the “Site”), all located within certain real property owned by Owner (the “Property”). The Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. STC Five LLC is currently the tenant under the Agreement as ultimate successor in interest to the Original Tenant.

3. The Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards,

utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

4. The Agreement had an initial term that commenced on October 21, 1996, and expired on October 20, 2001. The Agreement provides for four (4) extensions of five (5) years each (each a “Renewal Term”), all of which have been exercised by Tenant. According to the Agreement, the final Renewal Term expires on October 20, 2021.

5. Owner and Tenant have entered into a First Amendment to PCS Site Agreement (the “First Amendment”), of which this is a Memorandum, providing for three (3) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on October 20, 2036.

6. By the First Amendment, Owner granted to Tenant the right of first refusal to purchase all, or a portion, of the Property, the details of which are set forth in the First Amendment.

7. In the event of any inconsistency between this Memorandum and the First Amendment, the First Amendment shall control.

8. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the First Amendment is on file with Owner and Tenant.

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Owner and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

OWNER:
BOUNTIFUL CITY CORPORATION

By: _____
Print Name: _____
Title: _____

State of Utah)
 §
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(notary signature)

(seal)

[Tenant Execution Page Follows]

TENANT:
STC FIVE LLC,
a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II
LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____
Print Name: _____
Title: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC FIVE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

A PARCEL OF LAND LOCATED IN THE STATE OF UTAH, COUNTY OF DAVIS, WITH A SITUS ADDRESS OF 790 S 100 E, BOUNTIFUL, UT 84010-5005 CURRENTLY OWNED BY BOUNTIFUL CITY CORP HAVING A TAX ASSESSOR NUMBER OF 0~36-0154 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS BEG AT A PT N 89 54' E 67.96 FT & SO 06' E 516.71 FT & S 89 49'30" W 1675.8 FT & SO 09'15" E 865.45 FT & N 74 46'15" W 35.24 FT FR NE COR SEC 30-T2N-R1E, SLM; TH N 74 46'15" W 95.16 FT; TH N 58 43'15" W 73.12 FT; TH N 74 59'15" W 99.48 FT; TH S 89 51'15" W 5.31 FT, MIL, TO NE COR PPTY CONV IN DAVIS CO IN 394-603; TH SO 59'45" E 183.01 FT ALG SD E LINE; TH S 89 06'45" W 301.27 FT TOE LINE OF MAIN STR; TH SO 30'45" E 259.44 FT, MIL, ALG SD E LINE; TH S 31 51'15" W 199.96 FT ALG E LINE SD STR; THE 200 FT; TH S 112 FT; TH S 89 39' E 312.46 FT; TH S 17 20'20" E 51.54 FT; TH N 89 11'30" E 131.11 FT; TH N 09'15" W 639.42 FT TO POB. CONT. 7.93 ACRES EXCEPTING THEREFR THAT WATER COURSE DESC IN 1-W-148. ALSO: BEG AT THE GRANTORS SW PPTY AND DESCRIBED IN DOCUMENT NUMBER 3702-298 DATED 01/04/2005 AND RECORDED 01/10/2005.