

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
James Bruhn  
Kelly Enquist  
Mark Preece  
Andrew Williams

550 North 800 West  
West Bountiful, Utah 84087

Phone (801) 292-4486  
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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORK SESSION  
AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM,  
ON TUESDAY, MARCH 21, 2017, AT CITY HALL, 550 N 800 WEST**

### Work Session @ 6:00 pm

Discuss Proposals for FY 2018 Budget.

### Regular Meeting @ 7:30 pm

*Invocation/Thought – Kelly Enquist; Pledge of Allegiance – James Ahlstrom*

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Resolution 413-17, A Resolution Approving an Interlocal Cooperation Agreement with Davis County to Provide Election Services for the 2017 Municipal Elections.
4. Consider Resolution 414-17, A Resolution Adopting Updates to Public Works Construction Standards.
5. Consider Ordinance 391-17, An Ordinance Adopting Changes to WBMC 17.88.140, Wireless Telecommunications – Standards for Antennas and Antenna Support Structures Which Allow Increased Height for Cell Towers.
6. Consider Resolution 415-17, A Resolution Approving a Franchise Agreement with Comcast of Wasatch, Inc.
7. Consider Awarding Recreation, Arts, and Parks Master Planning Services to Landmark Design for \$19,840.
8. Consider Purchase Approval for GPS Equipment.
9. Police Report.
10. Public Works/Engineer Report.
11. Administrative Report.
12. Mayor/Council Reports.
13. Approve Minutes from the March 7, 2017 Meeting.
14. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205.
15. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801)292-4486 twenty-four hours prior to the meeting.

*This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on March 16, 2017.*

**WEST BOUNTIFUL CITY**

**RESOLUTION 413-17**

**A RESOLUTION APPROVING THE INTERLOCAL COOPERATION  
AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF  
WEST BOUNTIFUL FOR ELECTION SERVICES**

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

**WHEREAS**, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2017; and

**WHEREAS**, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies.

**NOW THEREFORE, BE IT RESOLVED** by the West Bountiful City Council that Davis County will provide Election Services for the 2017 Primary Election, if necessary, and the 2017 General Election pursuant to the following terms and conditions as reflected in attached Exhibit A.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 21<sup>st</sup> day of March, 2017.

---

Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

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Cathy Brightwell, City Recorder

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “County,” and WEST BOUNTIFUL CITY, a municipal corporation of the State of Utah, hereinafter referred to as “City.”

### WITNESSETH:

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

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2017 upon the following terms and conditions; and

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

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City if needed for the primary election in August 2017, and if needed for the general election in November 2017 the following:
  - a. Test, program, assemble and make available to City voting machines and poll supplies.
  - b. Provide for delivery and retrieval of voting equipment.

- c. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information.
  - d. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation.
  - e. Provide electronic ballot files for Optical Scan Ballots printing.
  - f. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.
  - g. Canvass reports.
  - h. Electronic tabulation results transmitted to the Office of the Lieutenant Governor.
  - i. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.
  - j. Recruit poll workers; provide training, scheduling, supplies and compensation.
  - k. Publish legal notices which include, polling locations, sample ballots public demonstration and election results.
  - l. Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - m. If required, in cooperation with the City, conduct an election audit.
  - n. Store all election returns for the required twenty-two (22) months.
2. West Bountiful City agrees to do the following:
- a. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law.

- b. Enter into a polling location Hold Harmless Agreement, if needed.
- c. Declaration of Candidacy filing.
- d. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- e. Approve the election plan, which includes, but is not necessarily limited to accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments.
- f. City's legislative body poll worker approval.
- g. Proof and approve the accuracy of the printed and audio of ballot formats.
- h. Arrange and conduct election canvass.
- i. Prepare candidate certificates.
- j. Perform all other election related duties and responsibilities not outlined in this agreement but required by law.
- k. City agrees to pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations beyond the normal wear and tear.

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

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.
6. This Agreement shall continue in effect until 30 days after the election or upon invoicing, whichever occurs later.
7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.
8. This Agreement is conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with Utah Code Ann. §11-13-202.5.
9. This Agreement is conditioned upon written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. §11-13-202.5.
10. This Agreement is conditioned upon the Agreement being filed with the keeper of records for both the City and the County in accordance with Utah Code Ann. §11-13-202.5.
11. No separate legal entity is created by this Agreement.
12. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.
13. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make

any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

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

15. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

16. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law

principals. The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

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

18. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

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

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

DAVIS COUNTY

By \_\_\_\_\_  
Jim Smith, Chair  
Davis County Commission

ATTEST:

\_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor

Attorney Approval:

The undersigned, the authorized attorney of Davis County, approves the foregoing Agreement as to form and compatibility with State law:

\_\_\_\_\_  
Neal Geddes - Chief Civil Deputy County Attorney

WEST BOUNTIFUL CITY

By \_\_\_\_\_  
Mayor Ken Romney

ATTEST:

\_\_\_\_\_  
Cathy Brightwell - Recorder

Attorney Approval:

The undersigned, the authorized attorney of West Bountiful City, approves the foregoing Agreement as to form and compatibility with State law:

\_\_\_\_\_  
Stephen Doxey - City Attorney

**2017 General  
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES  
Estimate**

West Bountiful City

**Poll Workers Compensation Rates**

20A-5-602(4)(b) Municipalities may not compensate higher than the county.			
	QTY	COST	TOTAL
Poll Manager (PM)	1	\$160.00	\$160.00
Training Course(s)	1	\$50.00	\$50.00
Review Training	0	\$10.00	
Touch Screen Technician (TST)	1	\$160.00	\$160.00
Training Course(s)	1	\$35.00	\$35.00
Review Training	0	\$10.00	\$0.00
Receiving/Poll Book Clerk	1	\$135.00	\$135.00
Training Course(s)	1	\$35.00	\$35.00
Review Training	0	\$10.00	
Provisional/Poll Book Clerk	1	\$135.00	\$135.00
Training Course(s)	1	\$35.00	\$35.00
Review Training	0	\$10.00	\$0.00
Host	0	\$125.00	\$0.00
Training Course(s)	0	\$25.00	\$0.00
Mileage	28	\$0.25	\$7.00
Alternate Poll Workers	1	\$232.50	\$15.50
		<b>Sub Total</b>	<b>\$767.50</b>

Shared with 15 cities

**Poll Worker Recruitment and Training**

Poll Worker Recruitment and Administration	4	\$8.00	\$32.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	4	\$1.00	\$4.00	
Poll Worker Training (per person)	4	\$20.00	\$80.00	
Review Training (per person)	0	\$10.00		
		<b>Sub Total</b>	<b>\$149.33</b>	

**Equipment**

Touch Screen (TSX) Includes:	3	\$75.00	\$225.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS--Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$40.00	\$40.00	
Laptop Computers, Programming, Pre/Post Test (includes Poll Books)	2	\$75.00	\$150.00	(If using electronic voter check in, 1 laptop per 500 voters)
		<b>Sub Total</b>	<b>\$420.00</b>	

**Consumable Supplies**

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		<b>Sub Total</b>	<b>\$35.00</b>	

**Ballot Layout and Programming**

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	4	\$800.00	\$16.08	Shared with 199 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	3	\$15.00	\$45.00	
Audio Programming	1	\$50.00	\$50.00	
		<b>Sub Total</b>	<b>\$111.08</b>	

**Election Services**

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Election Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$26.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		<b>Sub Total</b>	<b>\$389.24</b>	

**Delivery and Pickup (machines & supplies at polls)**

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		<b>Sub Total</b>	<b>\$69.00</b>	

**Election Night Counting - IT Services**

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		<b>Sub Total</b>	<b>\$50.00</b>	

**By-Mail and Paper Ballots**

**Materials**

By-Mail Outer Envelopes	3074	\$0.10	\$292.03	
By-Mail Inner Return Envelopes	3074	\$0.09	\$276.66	
By-Mail Ballots	3074	\$0.28	\$860.72	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	0	\$0.28	\$0.00	
Test Deck Paper Ballots	1	\$175.00	\$11.67	Shared with 15 cities
Printed Inserts for ID Requirements	1	\$80.00	\$5.33	Shared with 15 cities

**Administration**

Ballot set-up (per style)	1	\$1.00	\$1.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared with 15 cities
Database Setup for Integravote (ballot insertion) By (IVS)	1	\$500.00	\$33.33	Shared with 15 cities
Ballot Preparation Assembly into Envelopes (each sent out)	3074	\$0.29	\$891.46	
Signature Verification and Tabulation Prep. (each returned)	1176	\$0.16	\$188.16	
Tabulation (each returned)	1176	\$0.15	\$176.40	

**Postage**

Freight to Salt Lake City for Non-Profit Rate Out-Bound	3074	\$0.03	\$79.14	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	3074	\$0.11	\$338.14	Actual Postage
Postage In-Bound	1176	\$0.46	\$540.96	Actual Postage
		<b>Sub Total</b>	<b>\$3,728.34</b>	

**Post Election**

Provisional Verification (per hour)	1.08	\$25.00	\$27.00	
		<b>Sub Total</b>	<b>\$27.00</b>	

**General Administration**

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		<b>Sub Total</b>	<b>\$45.00</b>	

**Additional Special Services**

Election Notice in papers	1	\$5,123.00	\$341.53	Shared with 15 cities
Election Results in papers	1	\$4,011.52	\$267.43	Shared with 15 cities

**Total Election Expense** **\$6,400.46**  
**District/County Portion**  
**Amount Due From City** **\$6,400.46**

# MEMORANDUM



**TO:** Mayor & City Council

**DATE:** March 16, 2017

**FROM:** Ben White, City Engineer

**RE:** Updating Public Works Construction Standards – Resolution 414-17

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Construction standards and specifications are to be approved by resolution of the city council before they become effective (WBMC 16.20.020). The standards were last updated in 2014. Upon review of the standards by staff, it appeared that another update was in order. There are a few additions to this draft that cross the line between construction standards and land use development requirements. One such requirement is included in paragraph 3.j (page 3). This is a street light policy. The City's development code requires a street lighting plan as part of a development, but is vague on what the actual requirements are.

The text changes in RED are updates, clarifications or new additions to the construction standards.

In 2011, the City adopted the American Public Works Association (APWA) standard drawings and specifications. This is a two volume set of specifications and standard details which I keep in my office. They contain over 1000 pages, so printing and distribution is not practical. They are available here at city hall for anyone who wishes to review them.

The details included with the attached text are specific to West Bountiful City and are intended to supplement the APWA details or to replace a similar detail.

As these standards verge on establishing land use policy, the Planning Commission held a public hearing on March 14, 2017 followed by a recommendation to approve the proposed standards.

**WEST BOUNTIFUL CITY**

RESOLUTION 414-17

**A RESOLUTION UPDATING CONSTRUCTION STANDARDS  
FOR WEST BOUNTIFUL CITY**

**WHEREAS**, the West Bountiful City Council desires to maintain current standards and specifications for construction, design, and on-site review of all public improvements such that the health, safety and welfare of the community is preserved; and

**WHEREAS**, West Bountiful Municipal Code 16.20.020 A. requires that the above standards be prepared by the City Engineer and approved by Resolution of the City Council before becoming effective; and

**WHEREAS**, the City Engineer is recommending updates and modifications to the previously adopted City design standards, which provide requirements specific to West Bountiful for the construction of municipal infrastructure such as streets, water, and storm drain systems, and

**WHEREAS**, the planning commission held a public hearing on March 14, 2017 and voted unanimously to recommend approval of the proposed updates to the West Bountiful Minimum Construction Standards.

**NOW, THEREFORE, BE IT RESOLVED** by the West Bountiful City Council that the updates and modifications proposed by the planning commission and city engineer are adopted as reflected in Exhibit A.

**EFFECTIVE DATE.** This resolution shall take effect immediately upon passage.

**ADOPTED** and **APPROVED** by the City Council of West Bountiful City this 21<sup>ST</sup> day of March, 2017.

\_\_\_\_\_  
Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

## West Bountiful City Minimum Construction Standards

This policy defines the general requirements for improvements to be constructed by Developer, sub-divider, owner, or Contractor for all types of construction, including residential, commercial, industrial, institutional, governmental, and professional office. All improvements which are in areas that are or will become public rights-of-way and/or easements, or that will be under the responsibility of a home owners association shall meet these requirements.

The Utah Chapter, American Public Works Association (APWA) Manual of Standard Specifications and Standard Plans, latest addition with all approved supplements is the City's general construction standard. The City has some local standards that deviate from the APWA standards. City Municipal Code and the standards included in this policy shall supersede APWA and other standards whenever they conflict. Any variation, substitution or exception from the standards in this policy must be authorized in writing by the City Engineer or his/her designee. Any item of construction not covered by these standards must have plans and specifications approved by the City Engineer or his/her designee.

1. Storm drainage system
  - a. Inlet boxes
    - i. Installed at intersections to eliminate waterways (cross gutters) **wherever possible**
    - ii. Installed at 800± foot spacing along curb & gutter streets
    - iii. Max. gutter flow is 1.6 CFS for 25 year recurrence frequency
    - iv. Standard box is 18" X 42" with bicycle safe inlet grate
    - v. **Wood shims and similar materials are not permitted to adjust frame elevations**
  - b. Cleanout boxes
    - i. Installed at all pipe junctions with pipes 8 inch or larger
    - ii. Installed at change in grade or change in alignment
    - iii. Standard box is 18 X 48 solid cover
    - iv. May be 60 inch manholes
  - c. Line size, type and capacity
    - i. Minimum size shall be 15" **in street right of ways**
    - ii. Pipe material is RCP
    - iii. The rational formula may be used to determine line capacity within each drainage sub-basin.
    - iv. Minimum slope shall provide for 3 fps at 80% capacity
    - d. A site drainage plan will show existing and finish grades **for the entire property being considered as well as information relating to upstream and downstream contributing areas, flow rates, infrastructure capacity, etc.**
    - e. **Video inspection of pipelines is required prior to acceptance**

- f. Minimum cover and placement
    - i. The pipe, including the bell, shall be placed at least 15 inches below the lip of the curb & gutter.
    - ii. Additional depth as required to accommodate area drain systems.
    - iii. Storm drain line installed with the centerline of the pipe 24 inches into the street from the lip of the gutter.
    - iv. Tangent lines may not cross behind curb & gutter on curve streets.
  - g. UPDES permit
    - i. Comply with the City's Storm Water Management Plan requirements
    - ii. Prepare SWPPP with BMPs incorporated
    - iii. Rear yard drains with an 8" minimum pipe size, are required whenever the average ground slope is less than 2%
2. Culinary Water System
- a. Isolation valves
    - i. Installed at each intersection, all directions
    - ii. Installed not to exceed 800 feet between valves
    - iii. Placed at logical locations (fence lines, property corners, near fire hydrants)
    - iv. Concrete collar is required
  - b. Fire hydrants
    - i. Installed not to exceed 400 feet spacing (residential)
    - ii. Installed not to exceed 300 feet spacing (commercial)
    - iii. Installed at property line projections
    - iv. Installed at every dead-end line. These hydrants are for flushing purposes and are not considered part of the fire protection system.
    - v. Installed at the intersection entrance to cul-de-sacs.
    - vi. Auxiliary valve for hydrant installed at the mainline.
  - c. Main Line size and placement
    - i. Approved material is C-900 PVC class 200 w/#12 locator wire
    - ii. Minimum line size is 8 inches or as per City Master Plan
    - iii. Minimum depth is 48 inches of cover
    - iv. Placed 10 feet north or east from the street centerline
    - v. Waterline shall parallel street centerline, with bends as required.
    - vi. All trace wire shall be tested for continuity in the presence of the inspector
  - d. Culinary water service lines
    - i. 3/4" minimum size for residential, 1" allowed
    - ii. Commercial / industrial service and meter size determined by anticipated fixture unit demand
    - iii. Residential meter vaults shall be 20" white PVC with 21" risers
    - iv. Services placed to the center of the residential lot
    - v. Service lateral extended 10 feet beyond property line and marked with a 2X4 or other full-depth marker
3. Street design
- a. Minimum street right-of-way width is 50 feet.

- b. Maximum length of cul-de-sac, 400 feet from cross street intersection to the centerline of the cul-de-sac circle, as measured along the centerline.
- c. The maximum length of a dead end street which is to extend in the future is 1000 feet from the nearest cross street intersection to the street end. A temporary turn around is required on the dead end if the street is more than 150 feet long.
- d. A second means of access is required for all development with a permanent dead end exceeding 400 feet and a temporary dead end exceeding 1000 feet, measured as described above.
- e. Minimum street curve radius is 150 feet.
- f. Cul-de-sac right-of-way radius is 50 feet.
- g. Street intersections at right angles preferred, with 10 degree approach angle allowance.
- h. "T" intersections preferred with centerline to centerline spacing of 295 foot offset between intersections.
- i. The approach to an intersection shall have at least 100 feet of tangent (perpendicular) approach.
- j. Standard street section
  - i. 30" wide, 6" high back style curb & gutter
  - ii. 48" park strip
  - iii. 48" wide 4" thick concrete sidewalk (6" thick concrete & 6" base thru residential driveway)
  - iv. 29' wide asphalt surface (residential)
    - (1) 12" sub-base
    - (2) 8" roadbase
    - (3) 3" asphalt
  - v. 20' back-of-curb radius at corners for 50' right of ways and 30' back-of curb radius if intersecting with a 60' or larger right of way.
  - vi. Construction of public improvements which does not meet the minimum required standard is to be removed and replaced at no cost to the city.
  - vii. One compaction test per lift of imported granular base and sub base material is required for every 500 square yards
  - viii. In addition to the compaction test requirements, subbase and base course layers will be proof rolled by a loaded water truck or equivalent. Any noticeable deflection in base materials is to be removed and remediated.
- k. Street elevations
  - i. 0.50% minimum gutter slope
  - ii. 1.0% minimum and 4% maximum cross slope
  - iii. Sidewalk installed 0.10' above top of curb
- l. Street Lights
  - i. Lights shall be installed at street intersections, dead ends, group mailboxes, a maximum 350 feet spacing or as otherwise approved by the City.

- ii. Poles in residential areas shall be 14' fiberglass with 100 Watt HPS equivalent LED fixtures with IES Type III distribution.
- iii. Fixtures shall be Granville or American Revolution unless otherwise approved by the City.
- iv. All construction shall be in accordance with Rocky Mountain Power's installation requirements

4. Other items

- a. Group mailboxes are to be located off main streets whenever possible and a 100' minimum from the center of a street intersection.
- b. Extend all stub streets to property boundary, including extensions to future development as directed by the City.
- c. End of construction inspection shall be free of defects, damage and debris.
- d. Landscaped areas shall not be graded with a slope steeper than 30% without mechanical stabilization.
- e. Storm water basins which are designed to hold water deeper than 24" are to have slopes no steeper than 30% without mechanical stabilization and fenced with a 6' high chain link fence or as approved by the City.
- f. Inspections to release residential and commercial construction bonds will not be completed until after all landscaping which may negatively impact public improvements is completed.
- g. Residential drive approaches shall be located a minimum of 50 feet from the center of a street intersection
- h. Extraordinary repairs, as defined by the city code, as well as any new damage to public improvements are required to be repaired as a condition of a building permit for properties with existing main structures (as defined by municipal code).
- i. Concrete and other public improvements will be held to the same standard as newly constructed improvements for properties with a building permit for the original construction of a main structure (as defined by municipal code).
- j. All trenches in street right of way shall be backfilled with imported granular material as directed by the public works department
- k. Required soils report shall include
  - i. Subsurface water level fluctuations
  - ii. Bearing capacity and foundation design requirements
  - iii. Pavement design recommendation including subgrade CBR value (as applicable)
  - iv. Slope stability
  - v. Special considerations such as geologic hazards, collapsible or expansive soils
- l. Water, secondary water, storm drain, sewer utility improvements are to be shown in plan and profile drawings for new construction.

# MEMORANDUM



**TO:** Mayor & City Council

**DATE:** March 16, 2017

**FROM:** Duane Huffman/Ben White

**RE:** **Cell Phone Tower Height**

---

West Bountiful Municipal Code 17.88 governs wireless telecommunication land use development. Two sections specifically address a current issue for the city:

- 17.88.090 provides a priority listing of where telecommunication providers must follow when want to build new towers; specifically, they must first look to city-owned property.
- 17.88.140 (C & D) lists the maximum height for monopole cell towers of 100'.

Representatives from Verizon Wireless approached the City regarding the installation of a new tower near the area in between 1200 N and the Jessi's Meadows subdivision. City staff believes that given issues of access, power lines, and future development, the undeveloped Jessi's Meadows Park would be the best location for such a tower. Verizon would itself want a 100' tower that they would use to its full capacity.

With the help of a wireless tower consultant, City staff believes that there is a need for wireless coverage in that area by additional carriers. This additional capacity may be met by building a taller tower (120') or by the future installation of additional towers near the same area.

As one tower with an additional 20' is preferable to multiple towers, and as one tower on city property with multiple carriers would best maximize revenues for residents of the City, amendments to WBMC 17.88.140 have been proposed to allow towers on *city property* to be built up to 120'.

The Planning Commission held a public hearing on March 14 and received no objections to the proposed changes, and unanimously voted to recommend the City Council adopt the attached proposal as presented.

**WEST BOUNTIFUL CITY**

**ORDINANCE #391-17**

**AN ORDINANCE INCREASING ALLOWABLE HEIGHT TO CELL TOWERS AND SUPPORT STRUCTURES IN 17.88.140, WIRELESS ELECOMMUNICATIONS – STANDARDS FOR ANTENNAS AND ANTENNA SUPPORT STRUCTURES**

**WHEREAS**, Utah Code Annotated § 10-9a, also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Zoning and Subdivision Ordinances; and,

**WHEREAS**, the City has been approached regarding the installation of a new cell phone tower on the west side and believes there is a need for wireless coverage in that area by additional carriers which may be met by building a taller tower or multiple towers; and

**WHEREAS**, one tower with an additional 20’ is preferable to multiple towers, and as one tower on city property with multiple carriers would best maximize revenues for residents of the City, and

**WHEREAS**, the West Bountiful Planning Commission held a public hearing on March 14 , 2017, to consider proposed changes to increase the maximum height of cell towers and support structures and received no objection to the proposed changes; and,

**WHEREAS**, following the public hearing, the West Bountiful Planning Commission unanimously voted to recommend to the City Council adoption of the proposed changes to WBMC 17.88.140.

***NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT SECTIONS 17.88.140 OF THE WEST BOUNTIFUL MUNICIPAL CODE BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A:***

Adopted this 21<sup>ST</sup> day of March, 2017. This ordinance will become effective upon signing and posting.

By:

\_\_\_\_\_  
Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

Attest:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

**17.88.140 Standards For Antennas And Antenna Support Structures**

Personal wireless services facilities are characterized by the type or location of the antenna structure. There are five general types of antenna structures contemplated by this chapter: wall mounted antennas; roof mounted antennas; monopoles with no platform; monopoles with a platform; and stealth facilities. If a particular type of antenna structure is allowed by this chapter as a permitted or conditional use, the minimum standards for that type of antenna are as follows, unless otherwise provided in a conditional use permit:

C. Monopoles with no Platform.

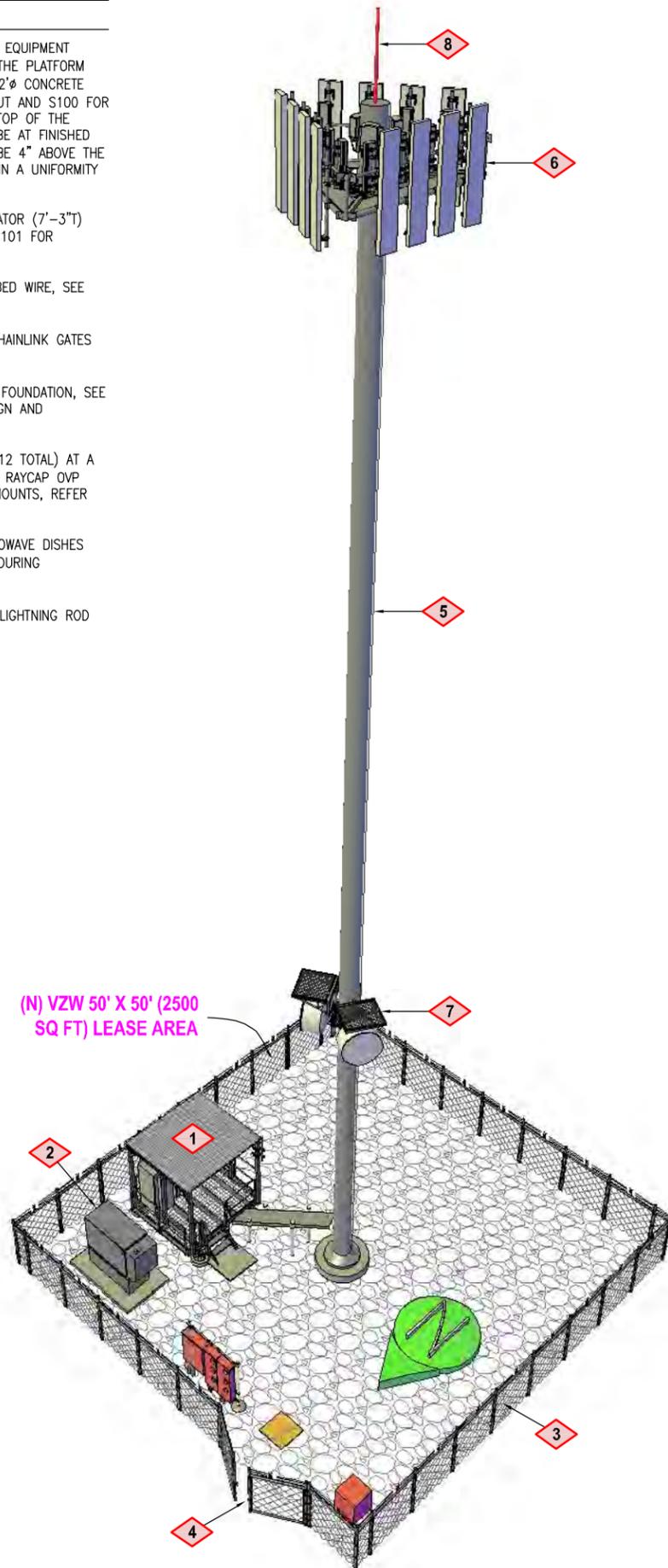
1. Maximum Height and Width. The maximum height of the monopole or monopole antenna shall be one hundred (100) feet, **unless located on city owned property where the maximum height shall be one hundred twenty (120) feet. An** allowance for an antenna or antenna support structure of ten (10) feet in height **above the maximum tower height is allowed.** The entire antenna structure mounted on the monopole shall not exceed three feet in width. The antenna itself shall not exceed ten (10) feet in height.
2. Setback. Monopoles shall be set back a minimum of one hundred fifteen (115) percent of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.
3. Color. Monopoles, antennas and related support structures shall be painted a neutral color, or a color to match the background against which they are most commonly seen.

D. Monopoles with Platform.

4. Maximum Height and Width. The maximum height of the monopole or monopole antenna shall be one hundred (100) feet, **unless located on city owned property where the maximum height shall be one hundred twenty (120) feet. An** allowance for an antenna or antenna support structure of ten (10) feet in height **above the maximum tower height is allowed.** The antennas and antenna mounting structures on the monopole shall not exceed eight feet in height or fifteen (15) feet in width. The antenna itself shall not exceed ten (10) feet in height.
5. Setback. Monopoles shall be set back a minimum of one hundred fifteen (115) percent of the height of the monopole from any residential lot line, measured from the base of the monopole to the nearest residential lot line.
6. Color. Monopoles, antennas and related support structures shall be painted a neutral color, or a color to match the background against which they are most commonly seen.

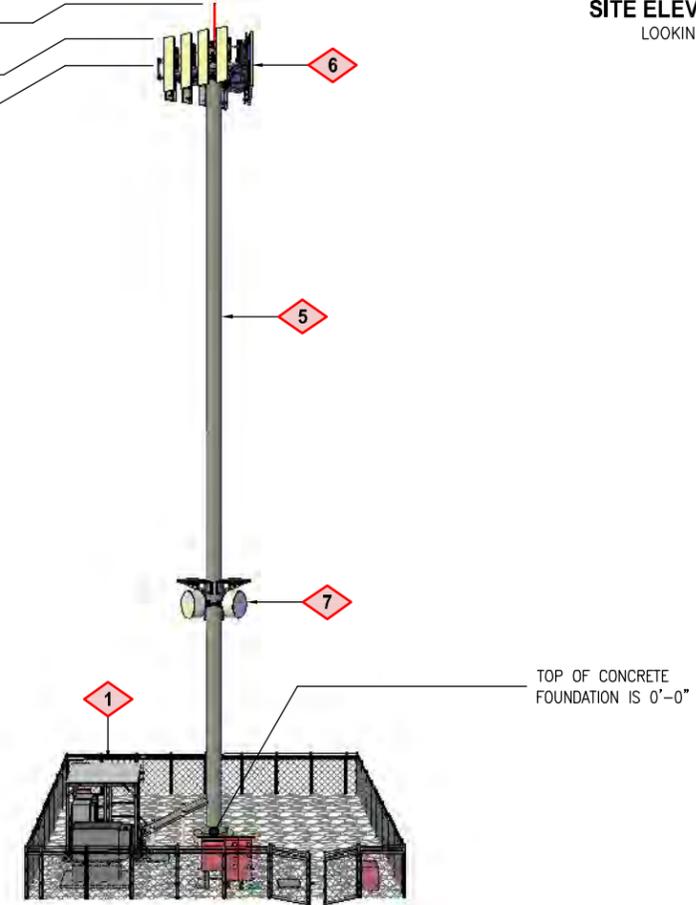
**KEYED NOTES**

- 1** VZW WILL INSTALL A 9'-4" X 11' PRE-FAB EQUIPMENT PLATFORM WITH CANOPY (11'-4"± TALL). THE PLATFORM WILL SIT UPON AND BE ANCHORED TO (4) 2'Ø CONCRETE PIERS. SEE C301/1 FOR EQUIPMENT LAYOUT AND S100 FOR THE PIER FOUNDATION INFORMATION. THE TOP OF THE CONCRETE LANDING FOR THE STEPS MUST BE AT FINISHED GRADE AND THE TOP OF THE PIERS MUST BE 4" ABOVE THE TOP OF THE CONCRETE LANDING TO MAINTAIN A UNIFORMITY BETWEEN THE LANDING AND THE STEPS.
- 2** VZW SD030 30KW EXTERNAL DIESEL GENERATOR (7'-3" T) WITH A LEVEL 2 SOUND ENCLOSURE, SEE C101 FOR ADDITIONAL INFORMATION.
- 3** VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/3.
- 4** VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/4.
- 5** VZW 120' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS.
- 6** VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 116' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 7** VZW CONTRACTOR TO INSTALL (2) 6'Ø MICROWAVE DISHES (HEIGHT, AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).
- 8** VZW CONTRACTOR TO INSTALL THE 6' TALL LIGHTNING ROD AS SUPPLIED BY TOWER MANUFACTURER.



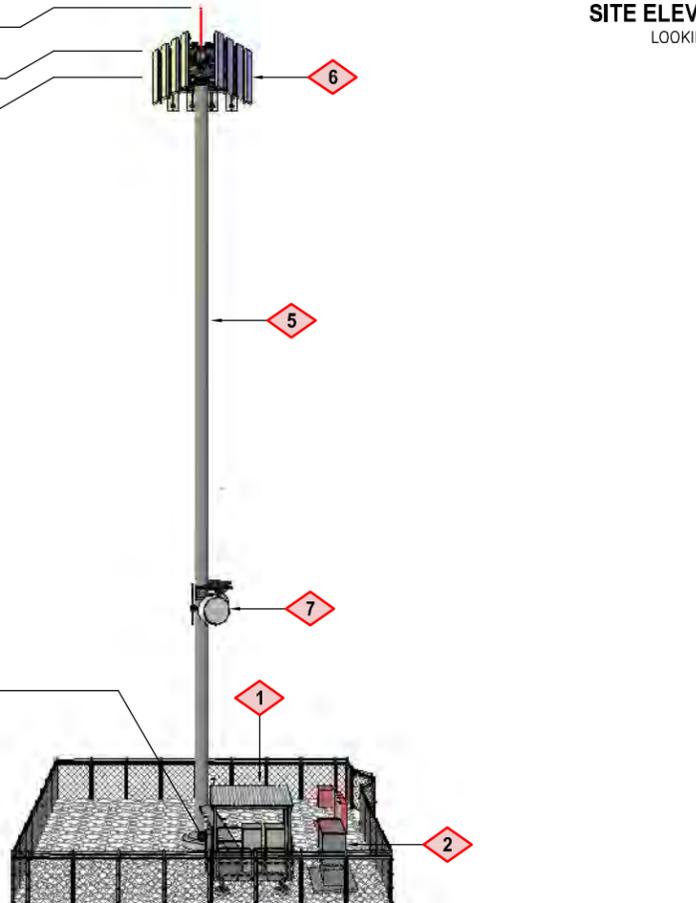
**SITE ELEVATION**  
SOUTHEAST VIEW

TOP OF LIGHTNING ROD AND OVERALL HEIGHT IS 126'-0"  
TOP OF MONOPOLE AND ANTENNAS IS 120'-0"  
CENTERLINE OF VZW ANTENNAS IS 116'-0"



**SITE ELEVATION**  
LOOKING SOUTH

TOP OF LIGHTNING ROD AND OVERALL HEIGHT IS 126'-0"  
TOP OF MONOPOLE AND ANTENNAS IS 120'-0"  
CENTERLINE OF VZW ANTENNAS IS 116'-0"



**SITE ELEVATION**  
LOOKING WEST



**VERIZON WIRELESS**  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088



**UTAH MARKET OFFICE**  
5710 SOUTH GREEN STREET  
SALT LAKE CITY, UTAH 84123

**CORPORATE OFFICE**  
3115 SOUTH MELROSE DRIVE, SUITE #110  
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C  
CHECKED BY: DAN T

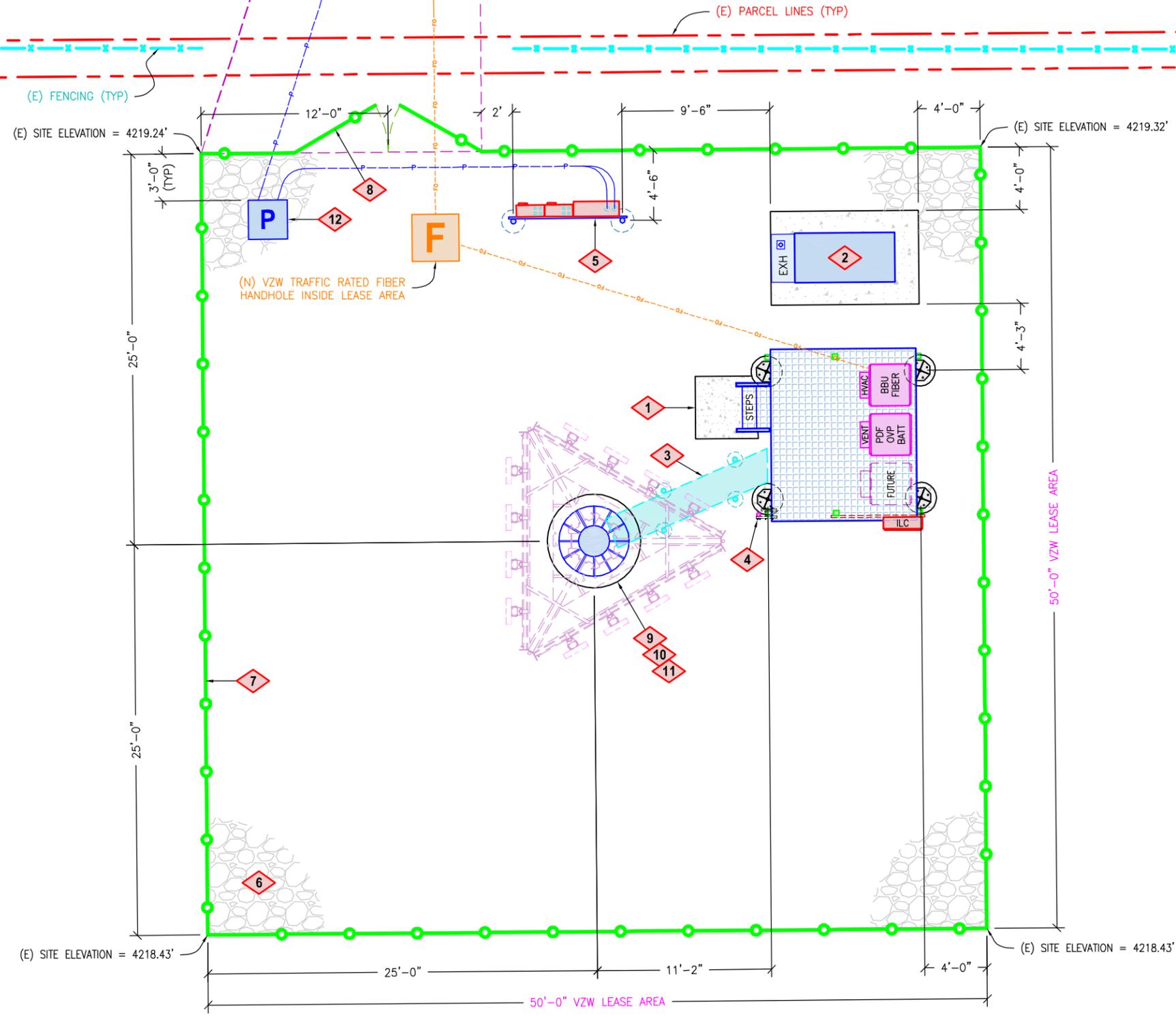
REV	DATE	DESCRIPTION
1	01.30.2017	REVISIONS PER DT
0	04.20.2016	ZONING DRAWINGS

**SAL - CHOCOLATE**  
NW SEC 23, T2N, R1W  
550 NORTH 800 WEST  
WEST BOUNTIFUL, UTAH 84087  
-- RAWLAND SITE --

SHEET TITLE  
**SITE ELEVATIONS**

SHEET NUMBER  
**C200**

(N) VZW 12' WIDE ACCESS AND UTILITY EASEMENT, VZW WILL BORE IN A 3" POWER CONDUIT (775') AND A 4" FIBER CONDUIT WITH (3) INNERDUCTS (800') FROM JESSIE'S MEADOW DRIVE TO THEIR LEASE AREA, BECAUSE OF THE EXISTING SEWER AND GAS LINES IN THE AREA THE CONTRACTOR IS TO USE EXTREME CAUTION WHEN BORING THROUGH THIS AREA (LOCATE ALL UNDERGROUND UTILITIES BEFORE DOING SO)



**KEYED NOTES**

- 1 VZW WILL INSTALL A 9'-4" X 11' PRE-FAB EQUIPMENT PLATFORM WITH CANOPY (11'-4"± TALL). THE PLATFORM WILL SIT UPON AND BE ANCHORED TO (4) 2"Ø CONCRETE PIERS. SEE C301/1 FOR EQUIPMENT LAYOUT AND S100 FOR THE PIER FOUNDATION INFORMATION. THE TOP OF THE CONCRETE LANDING FOR THE STEPS MUST BE AT FINISHED GRADE AND THE TOP OF THE PIERS MUST BE 4" ABOVE THE TOP OF THE CONCRETE LANDING TO MAINTAIN A UNIFORMITY BETWEEN THE LANDING AND THE STEPS.
- 2 VZW SD030 30KW EXTERNAL DIESEL GENERATOR (7'-3"±) WITH A LEVEL 2 SOUND ENCLOSURE TO BE INSTALLED UPON A 6' X 9'-6" CONCRETE FOUNDATION, SEE C302/2. THE VZW CONTRACTOR WILL NEED TO RUN A 3/4" AND 2" CONDUIT FROM THE ILC CABINET TO THE GENERATOR FOR ALARMS AND POWER, SEE E202/1. THE CONTRACTOR WILL ALSO NEED TO INSTALL A SHIELDED ALARM CABLE FROM THE GENERATOR TO THE ILC CABINET (3/4" CONDUIT), THEN ONTO THE ALARM BLOCK IN THE BBU CABINET.
- 3 VZW ICE BRIDGE, SEE C300/3 AND E200.
- 4 VZW GPS ANTENNA TO BE MOUNTED TO ONE OF THE SOLAR SHIELD SUPPORT LEGS, SEE C300/1 AND E200.
- 5 VZW UTILITY RACK, SEE C302/1.
- 6 VZW TO FINISH THE SITE WITH 6" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND 'SITE WORK NOTES' ON C303.
- 7 VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/3.
- 8 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/4.
- 9 VZW 120' TALL MONOPOLE WITH CONCRETE FOUNDATION, SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS.
- 10 VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 116' CENTERLINE WITH (12) RRR'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 11 VZW CONTRACTOR TO INSTALL (2) 4"Ø MICROWAVE DISHES (HEIGHT, AND AZIMUTH TO BE DETERMINED DURING CONSTRUCTION).
- 12 RMP TO INSTALL A NEW TRANSFORMER AT THIS LOCATION, AND THE VZW CONTRACTOR WILL BE REQUIRED TO INSTALL (2) 4" CONDUITS FROM THE TRANSFORMER TO THE UTILITY RACK.



**VERIZON WIRELESS**  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088



**UTAH MARKET OFFICE**  
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3115 SOUTH MELROSE DRIVE, SUITE #110  
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DRAWN BY: JAY C  
CHECKED BY: DAN T

REV	DATE	DESCRIPTION
1	01.30.2017	REVISIONS PER DT
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**SAL - CHOCOLATE**  
NW SEC 23, T2N, R1W  
550 NORTH 800 WEST  
WEST BOUNTIFUL, UTAH 84087  
-- RAWLAND SITE --

SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER  
**C101**



# WEST BOUNTIFUL CITY

RESOLUTION #415-17

## A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF WASATCH, INC.

**WHEREAS**, Comcast of Wasatch, Inc. desires to continue to provide construction and operation of a cable system in West Bountiful City, and in connection therewith to construct and operate a cable system in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City Council, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to renew a nonexclusive franchise with Comcast of Wasatch, Inc. to operate a cable system in the City.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful City:

**Section 1. Franchise Agreement.** The Franchise Agreement between West Bountiful City and Comcast of Wasatch, Inc. attached hereto is acceptable by the City Council.

**Section 2. Authorization to Sign Agreement.** After acceptance by Comcast of Wasatch, Inc, the Mayor of West Bountiful City is hereby authorized to sign the Agreement for and in behalf of the City.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

Passed and approved by the City Council of West Bountiful City this 21<sup>st</sup> day of March, 2017.

---

Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

---

Cathy Brightwell, City Recorder

**FRANCHISE AGREEMENT BETWEEN WEST BOUNTIFUL CITY, UTAH AND  
COMCAST OF WASATCH, INC.**

**2017**

This Franchise Agreement (“Franchise”) is between West Bountiful City, hereinafter referred to as the “Franchising Authority” and Comcast of Wasatch, Inc., hereinafter referred to as the “Grantee”.

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

**SECTION 1**

**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.

C. “Cable Act” means the Cable Communications Policy Act of 1984 (Public Law No. 98-549, 47 USC 521 (Supp.)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, as further amended by the Telecommunications Act of 1996 and as further amended or superseded.

D. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

E. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

F. “FCC” means Federal Communications Commission or successor governmental entity thereto.

G. “Franchise” means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.

H. “Franchising Authority” means West Bountiful City, within the State of Utah, or the lawful successor, transferee, or assignee thereof.

I. “Grantee” means Comcast of Wasatch, Inc., or the lawful successor, transferee, or assignee thereof.

J “Gross Revenue” means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services to the extent that such service is not considered to be a Cable Service as defined by law.

K. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

L. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the

Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

M. "Service Area" means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

N. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

O. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System.

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, this Franchise Agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and County ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Franchising Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

### **2.3 Competitive Equity.**

A. Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches.

If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

B. In the event an application for franchise for a new video service provider using the public rights of way to provide video services is filed with the Franchising Authority proposing to serve the Service Area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

C. In the event that a non-franchised video service provider using the public rights of way provides service to the residents of the Franchising Authority, the Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petitions shall: (1) indicate the presence of a non-franchised competitor; (2) identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and (3) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Franchising Authority shall not unreasonably withhold consent to the Grantee's petition.

**2.4 Term.** The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

## SECTION 3

### Standards of Service

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

**3.2 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

**3.3 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services, including when said work is performed by an entity other than the Franchise Authority under a cooperation agreement for and on behalf of the Franchise Authority . Grantee shall not be required to pay for the relocation of Cable System facilities, and may require advance payment for costs and expense, to the extent such removal or relocation is requested solely for aesthetic purposes, in cases where the original location of the facilities was approved by Franchising Authority through the permitting process.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at Grantee's expense.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this

subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation, and no less than ninety (90) days for a permanent relocation.

**3.5 Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth in the public way in order to access and maintain the Cable System and shall reasonably replace all trees and shrubs damaged as a result of any construction and/or maintenance of its system undertaken by Grantee. Nonetheless nothing in this Section shall authorize the Grantee to trim trees or other natural growth that is not located in the Public Way without prior written consent of the owner of such trees or other natural growth.

**3.6 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.7 Aerial and Underground Construction.** Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating the Grantee’s cable and other equipment without technical degradation of the Cable System’s signal quality.

In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground, and wherever possible, depending on location, connection route, access to open trench alternatives and pole condition, construct, operate and maintain any new transmission and distribution facilities, or any part thereof, underground. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

**3.8 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench.

**3.9 Extensions of the Cable System.** Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during

which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

**3.10 Subscriber Charges for Extensions of the Cable System.** The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.11 Cable Service to Public Buildings.** Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.12 Technical Standards.** The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

**3.13 Emergency Use.** Grantee shall provide an operating Emergency Alert System (“EAS”) throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

**3.14 Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any act contemplated in this Agreement, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.15 Customer Service Standards.** The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC’s rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

**3.16 Fees and Charges to Customers** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC’s rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

**3.17 Customer Bills and Privacy** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 4**

### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

A. The Grantee shall pay to the Franchising Authority a franchise fee equal to five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise) received by the Grantee from operation of the Cable System to provide Cable Service in the Franchise Area; provided however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other video service provider providing service in the Franchise Area. In

accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Payments shall be made by Grantee to the Franchising Authority on a quarterly basis, within sixty (60) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation. In the event that Franchising Authority requires any application fee associated with renewal of this Agreement, the parties agree that Grantee may offset any such application fee from the franchise fee.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

C. All amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542, added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

**4.3 Renewal of Franchise.**

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Sections 546 and 626 of the Cable Act.

B. In addition to the procedures set forth in said Sections 546 and 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Section 626 of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

## **SECTION 5**

### **Oversight and Regulation by Franchising Authority**

**5.1 Books and Records** The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not

be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **5.2 Franchise Fees Subject to Audit.**

**5.2.1.** Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within three (3) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

**5.2.2.** In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of any written report from Franchising Authority to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

**5.2.3.** Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

## **SECTION 6**

### **Insurance and Indemnification**

**6.1 Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon commencement of this Franchise Agreement, the Grantee shall

provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

**6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its elected officials, officers, employees, agents and volunteers from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System and which arise out of the Grantee's acts or omissions pursuant to or related to this Franchise Agreement and to pay all reasonable costs incurred by the Franchising Authority in defense of such claims, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority to the extent of any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

**6.3 Bonds and Other Surety** Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of the Grantee are sufficient for compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for services. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety will be required.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day

period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
  - B. Commence an action at law for monetary damages or seek other equitable relief;
- or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

West Bountiful City  
Attn: City Administrator  
550 N. 800 W.  
West Bountiful, Utah 84087

The notices or responses to the Grantee shall be addressed as follows:

Comcast of Wasatch, Inc.

Attn: Government Affairs  
9602 South 300 West  
Sandy UT 84070

with a copy to:

Comcast Corporation  
Legal Department  
1701 John F Kennedy Blvd.  
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.4 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.5 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Effective Date.** The effective date of this Franchise is the 21<sup>st</sup> day of March 2017, pursuant to the provisions of applicable law. This Franchise shall expire on the 21<sup>st</sup> day of March 2027 unless extended by the mutual agreement of the parties.

**8.7 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah, except as such laws may be preempted or superseded by the laws of the United States. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah.

**8.8 No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third party beneficiary. The Franchising Authority will not be liable to any claimant, in any way, for any obligation of the Grantee under this Agreement or otherwise.

IN WITNESS WHEREOF, the Franchising Authority has entered into this Franchise Agreement on the date first considered above.

West Bountiful City

Signature: \_\_\_\_\_  
Kenneth Romney, Mayor

ATTEST:

\_\_\_\_\_  
Cathy Brightwell  
City Recorder

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2017, subject to applicable federal, state and local law

Comcast of Wasatch, Inc.

Signature: \_\_\_\_\_

Name: Richard C. Jennings

Title: Regional Sr. Vice President – Cable Management

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** March 14, 2017

**FROM:** Duane Huffman

**RE:** **Recreation, Arts, and Parks Master Planning Services**

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This memo reviews the need for recreation, arts, and parks (RAP) comprehensive planning and proposes contracting with Landmark Design for these services.

## Need for RAP Master Planning

West Bountiful City currently has no master plan related to RAP infrastructure. The City's park impact fees facility plan is based on a level of investment approach, and does not identify specific infrastructure needs or plans. Accordingly, and in relation to projected resources and maintenance costs, the City currently has a need to identify and prioritize:

- Improvements at the City Park;
- Improvements at Birnam Woods and Charnell neighborhood parks;
- Improvements and level of on-going recreation investment at Lakeside Golf Course;
- Need for additional parks/trails based on growth projections;
- Type of park/infrastructure most needed when new growth occurs.

Without methodically investigating and prioritizing current and projected needs, the City risks misallocating resources or taking much longer than would otherwise be needed to provide benefit from RAP funding to the community.

## Contract for Master Planning

With the need for a master plan in view, staff developed a request for proposals that sought to find an experienced consultant that could guide the City through this process and ensure quality public participation. The City received the following two proposals:

- Landmark Design \$19,840 (additional \$8,500 for in-depth focus groups)
- Blu Line Designs \$28,220

Staff recommends awarding the project to Landmark Designs for the following reasons:

1. The overall proposal and methodology closely fit the City's need and request;
2. Landmark Design is highly experienced in planning at the city-wide level;

3. Landmark's internet survey subcontractor, Y2 Analytics, is capable of providing an accurate and cost-effective survey tool; and
4. The proposed cost appears to be the best value for the City;

Enclosed with this memo are the two proposals provided and an example of the plan that Landmark Design recently completed for Layton City.



PROPOSAL FOR PROFESSIONAL PLANNING CONSULTANT SERVICES

# WEST BOUNTIFUL COMPREHENSIVE RECREATION, ARTS AND PARKS MASTER PLAN

*FEBRUARY 1, 2017*



Attention: Duane Huffman  
550 N 800 W  
West Bountiful, UT 84087



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## Transmittal/Cover Letter

February 1, 2017

Attention: Duane Huffman  
550 N 800 W  
West Bountiful, UT 84087



**Landmark Design**  
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens  
850 South 400 West | Studio 104  
Salt Lake City, Utah 84101  
801.474.3300  
www.lidi-ut.com

### West Bountiful City Comprehensive Recreation, Arts and Parks Master Plan

Dear Duane:

Thank you for the opportunity to submit our proposal for this project. **Landmark Design** is excited at the prospect of working with you and West Bountiful City. We have prepared a proposal that is efficient and cost-effective, while providing all of the required deliverables necessary to meet your needs.

**Landmark Design** has completed numerous projects of a similar nature, and is experienced at interpreting community needs and desires, gathering public input, completing needs analysis, evaluating level of service, determining future needs and their costs, and developing mapping tools that will assist you now and in the future.

I will serve as Principal-in-Charge and Project Manager for this project and will be the principal contact person. I will be assisted by Jennifer Hale and other key Landmark Design staff. To provide the specific skills you may desire, we also include two subconsultant firms that we have worked with on projects of a similar nature, and who are available on an as-needed basis as indicated in the proposal:

**Lewis, Young, Robertson & Burningham** *Economic, Financial and Impact Fee Alignment*  
**Y2 Analytics** *In-depth Focus Group Interviews (with Landmark Design)*

You can reach me at (801) 474-3300, on my cell at (801) 718-4353, or via email at [markv@ldi-ut.com](mailto:markv@ldi-ut.com). You can also contact me at our office which is located at 850 South 400 West, Studio 104, Salt Lake City, Utah 84101. In my absence, you can speak to Jennifer Hale or Lisa Benson at our office (801) 474-3300.

Thank you for this opportunity and for your consideration – we look forward to hearing from you soon.

Respectfully yours,

Mark Vlasic, AICP, PLA, ASLA, LEED Green Associate  
Principal-in-Charge and Project Manager

## Team Capability

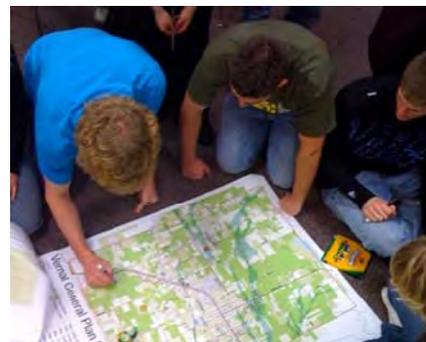
The **Landmark Design Team** is well-versed in the needs of the project, having worked together on various projects of similar nature in the recent past. As described in the following pages, we are comfortable working as a team, bringing together our unique skills and specific expertise, which enables us to provide the required elements in an efficient manner. The following is a description of the three firms that compose our team – *Landmark Design/ Lewis, Young, Robertson & Burningham/ Y2 Analytics*, have prepared several parks, recreation and trails master plans for a variety of government entities, all of which were adopted as individual elements or included as part of a complete general plan process. The following list illustrates a sample of recent and relevant projects, with more detailed information following for specific projects.

- Salt Lake City Parks Needs Analysis Study (on-going)
- Orem Parks, Recreation and Trails Master Plan (on-going)
- Ogden Parks, Recreation, Open Space and Trails Master Plan (under adoption)
- Mountain Recreation Facilities Master Plan - Park City, Snyderville Basin Recreation District and Park City School District (under adoption)
- South Jordan Parks, Recreation, Community Arts, Trails and Open Space Plan (under adoption)
- Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan (2016)
- Salt Lake City Open Space Signage Master Plan (2016)
- City of Holladay Parks, Recreation, Open Space and Trails Element of the General Plan Update (2016)
- Lehi Parks Master Plan Update (2015)
- Salt Lake County East-West Regional Trails Master Plan (2015)
- Herriman City Parks and Recreation Master Plan Update (2014)
- Mountain Recreation Strategic Action Plan – Snyderville Basin and Park City (2013)
- City of Rawlins, Parks, Recreation and Trails Element of the General Plan (2012)
- Saratoga Springs Parks, Recreation, Open Space and Trails Master Plan (2011)
- Vernal City Parks, Recreation and Trails Element of the General Plan Update (2010)
- Draper City Parks, Recreation, Trails and Open Space Element (2009)
- Jordan River Trail Master Plan (2008)
- Spanish Fork City Parks, Recreation, and Trails Master Plan (2007)
- Twin Falls, Idaho Park, Recreation and Trails Element of the Comprehensive Plan Update (2007)
- Park City Walkability/Bikeability Master Plan (2007)
- St. George Parks, Recreation, Arts, and Trails Master Plan Update (2006)

Each project included an extensive and successful public involvement process, specially tailored to meet community needs. We routinely create project webpages hosted by our website and/or linked to another, which may include internet surveys, opportunities to obtain information and make comment, and regular updates for general public access. We have designed and conducted mail-back surveys with statistically sound results, and can utilize the unique methods offered by *Y2 Analytics*, if desired.

## PUBLIC INVOLVEMENT

Extensive and successful public involvement is at the core of the Recreation, Arts and Park Master Planning process. Public involvement for each project is carefully crafted to meet specific needs. Examples of public involvement tools used include facilitated public workshops and charettes, focus groups and stakeholder groups, steering committees, and other special interest groups and public meetings. Additionally, we routinely create a project webpage hosted by our firm website and/or linked to another website that may include internet surveys, opportunities to obtain information and make comment, and regular updates for public access. We have designed and conducted mail-back surveys with statistically sound results, and we often participate in local events such as "Art in the Park" gatherings, fairs, farmer's markets, community events, and other opportunities to reach people who might not otherwise be reached. We have conducted meetings and gathered public input in churches, food banks, schools, grocery stores, parks, and community and senior centers to reach special populations, and have provided opportunities for Spanish-speaking community members to participate.



## PROJECT MANAGEMENT AND QA/QC APPROACH

**Mark Vlasic of Landmark Design will serve as Principal-in-Charge and Project Manager.** This is a role he has performed on numerous occasions in the past on similar projects, and he will leverage this experience for the benefit of the project. Mark will work closely with our Staff Liaison, and will be in frequent and regular contact.

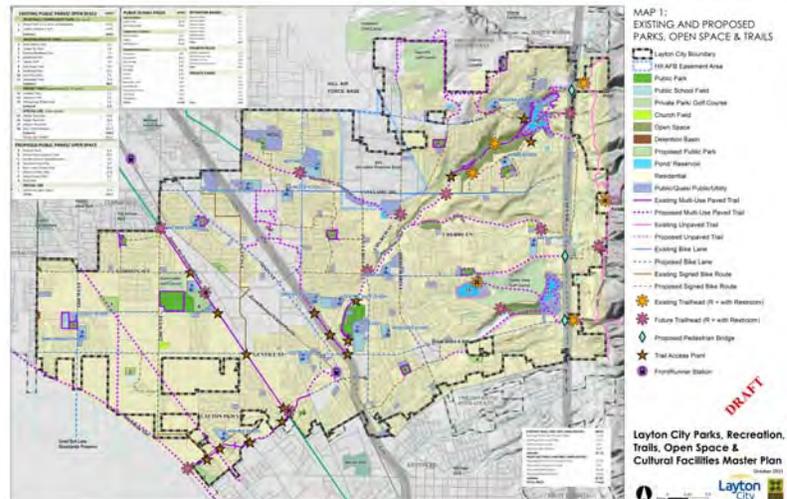
Upon receipt of a Notice-to-Proceed, Mr. Vlasic will develop a detailed Project Management Plan, outlining key tasks, meetings, deliverables and milestones for the project. This will be approved by our project liaison for approval.

As President and owner of Landmark Design, Mark has the upmost interest to ensure the project runs smoothly. He will use all resources required to ensure that plan deliverables are provided on-time and on schedule. Landmark Design has a stellar record in this regard, and we invite you to contact our references below for verification.

## REPRESENTATIVE SIMILAR PROJECTS

### *Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan*

**Landmark Design** completed the Parks, Recreation, Trails and Cultural Facilities Master Plan for Layton City in 2015. The new plan is an update to the original Layton City Parks and Recreation Plan, which was created more than 30 years ago. The Plan provides a detailed needs assessment and analysis that builds upon the findings of the Layton City Parks and Recreation Needs Assessment Survey (completed by the Utah State University extension in February 2014), helping to understand the full range of park, open space, recreation, trail and cultural facilities required to meet future needs. Priorities, goals and objectives for the plan were determined through a comprehensive public involvement process which included a public scoping meeting, draft plan open house, a project web page, and regular meetings with the Management Committee and a City Staff Management Committee. The Plan also established acquisition and construction costs to help Layton City estimate and prioritize new parks and facilities in addition to upgrades. It is anticipated the Plan will be adopted by the end of the year.

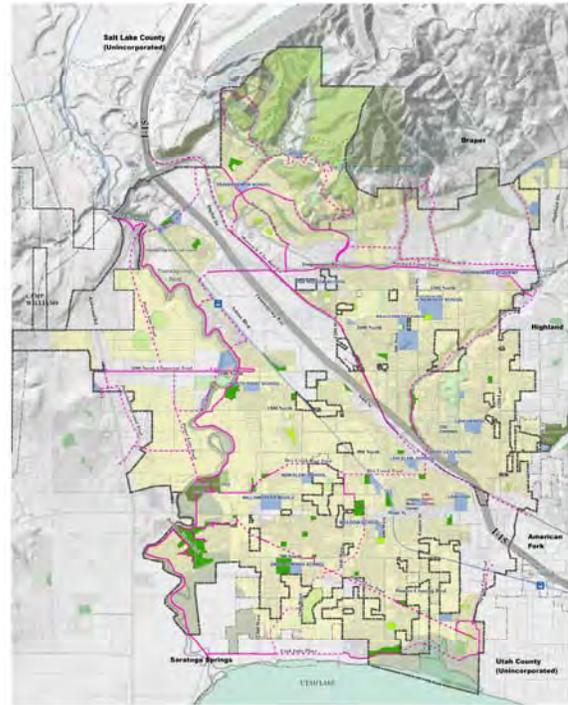


Contact: David Price, Department Director  
Layton City Parks and Recreation  
Phone: 801.336.3780  
Email: [dprice@laytoncity.org](mailto:dprice@laytoncity.org)

## Lehi City Parks, Recreation and Trails Master Plan

**Landmark Design** was hired by Lehi City to update the City’s existing parks element of the General Plan and incorporate new community goals, objectives, and implementation strategies. During the six-month process, Landmark Design skillfully resolved community concerns, addressed City Council issues, and built resident support in a community where parks development is a sensitive subject.

The Plan included the evaluation of overall service area needs and created a long-term plan for future parks development. The Plan considered the parks, recreation facilities, and trails in communities surrounding Lehi and how they interfaced with the City’s own recreational amenities. The inclusion of public input was vital to the preparation of the Plan and included a scoping meeting, open house, and a project website. The *Lehi City Parks Master Plan Update* was adopted in April 2015. At its completion, Lehi City extended the contract with Landmark Design to include the design of two community parks.



MAP 6



Contact: Cameron Boyle, Assistant to the City Administrator  
 Lehi City  
 Phone: 385.201.2266  
 Email: cboyle@lehi-ut.gov

## Mountain Recreation Facilities Master Plan (currently under adoption) & Mountain Recreation Strategic Action Plan (2013) - Park City, Snyderville Basin Recreation District and Park City School District

The Snyderville Basin Special Recreation District (which serves western Summit County) and Park City Recreation (which serves Park City) jointly sought to understand residents' needs and desires for recreation facilities and programs. Building on two previous studies, both entities desired to organize and prioritize recreation initiatives and resources to achieve definitive goals within a specific period. The result is the **Mountain Recreation Strategic Action Plan**, which was developed using the data contained in the previous studies supplemented by additional information gathered during several public workshops and meetings, and with the participation of Basin Recreation and Park City staff and the Strategic Action Plan Committee.

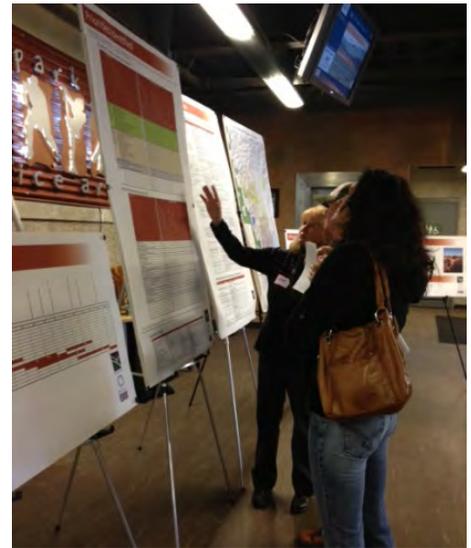
**Landmark Design** led the effort which included the establishment of matrices and the development of prioritization systems for identifying a list of prioritized projects. This included detailed criteria on which to evaluate them. The result was a project prioritization process that is fair, objective, and representative of community desires for both jurisdictions. The Plan also included an analysis of feasible funding sources for both large and small projects, and an analysis of potential sites for the major projects.

**Criteria Used for Prioritization**

CRITERIA	POINTS			
	0	3	6	9
Seasons served	One season	2 Seasons	3 Seasons	Year round
Potential partnering/co-location opportunity between city/basin/school district	No	Less likely - small project.	More likely - moderate sized project.	Most likely - larger project likely to involve multi-agency.
Potential partnering/funding opportunity between city/basin/school district	No	Less likely - small project.	More likely - moderate sized project.	Most likely - larger project likely to involve multi-agency.
Potential partnering/private entity	No	Low potential	Moderate potential	Yes - high potential
Demand Study results	Not mentioned	Mentioned	Not essential, but helpful	Immediate beneficial
<b>Survey results (Score is doubled for this criteria to place a higher importance on public feedback)</b>	<b>Less Important (Low importance/low unmet need) or not mentioned</b> 0 POINTS	<b>Opportunities for Improvement (Low importance/ high unmet need)</b> 6 POINTS	<b>Special Needs (High importance, low unmet need)</b> 12 POINTS	<b>Top Priorities (High importance/ high unmet need)</b> 18 POINTS
Multiple uses - local/recreational	Accommodates a single activity	Accommodate 2 activities	Accommodates 3 activities	Accommodates 4+ activities
Multiple uses - national/international/elite	No potential	Unlikely to accommodate or neutral	Has potential to accommodate	Can accommodate
Land availability - city/basin/school district ownership	Not currently available	Limited possibility for acquisition	Available for possible acquisition	Yes, city/basin/school district owned
Improvements/expansion already planned/committed	Nothing planned/committed	Improvements/ expansion possible	Improvements/ expansion planned	Improvements/ expansion funded
Potential for economic benefit	No benefit	Low potential to benefit economy	Moderate potential to benefit economy	High potential to benefit economy
Enhances tourism	No enhancement	Low potential to enhance tourism	Moderate potential to enhance tourism	High potential to enhance tourism
Available elsewhere in region	Already available within SBSRD or Park City	Yes, within 15 miles	Unavailable within 15 miles	Not currently available in region
Funding availability	Requires bonding by SBSRD and Park City and School District	Requires bonding by SBSRD or Park City or School District	Requires multiple funding sources (grants)	Possible within existing budgets
Operations and maintenance requirements	High Maintenance Cost (indoor facility)	Moderate maintenance cost (park/fields)	Low maintenance cost (open space/trails, etc.)	No maintenance or maintenance costs by others
Flexibility	None	Low potential - very small project	Moderate potential - larger project	High potential - Can accommodate numerous unrelated, non-recreational
Cost	More than \$20 million	Between \$5-\$20 million	Between \$2-\$5 million	Less than \$1 million

While the Strategic Action Plan identified and prioritized recreational facilities, it did not evaluate in detail where these facilities could be located. Landmark Design was once again hired in 2015 to develop a Facilities Master Plan that builds upon the 2013 study. In an effort to better understand possible recreation expansion opportunities on City, Snyderville Basin and School District-owned property along with the costs associated with each option, the Landmark Design Team investigated more than a dozen sites and developed more than 40 conceptual designs and associated construction cost and operational cost estimates. The project scope included developing site and architectural concepts for the sites under consideration, applying specific criteria as part of specialty-formulated matrices to develop a plan with preferred improvements and options. Similar to the original prioritization study, an intensive and open public input process was utilized to verify preferences and directions. The result is a comprehensive plan that merges the needs of three distinct entities as part of a unified, singular approach.

**Public Involvement  
Workshops and Meetings**



Contact: Ken Fisher, Park City Recreation Director  
435-615-5411, [kfisher@parkcity.org](mailto:kfisher@parkcity.org)

Brian Hanton, Snyderville Basin Recreation District  
435-649-1564, [bhanton@basinrecreation.org](mailto:bhanton@basinrecreation.org)

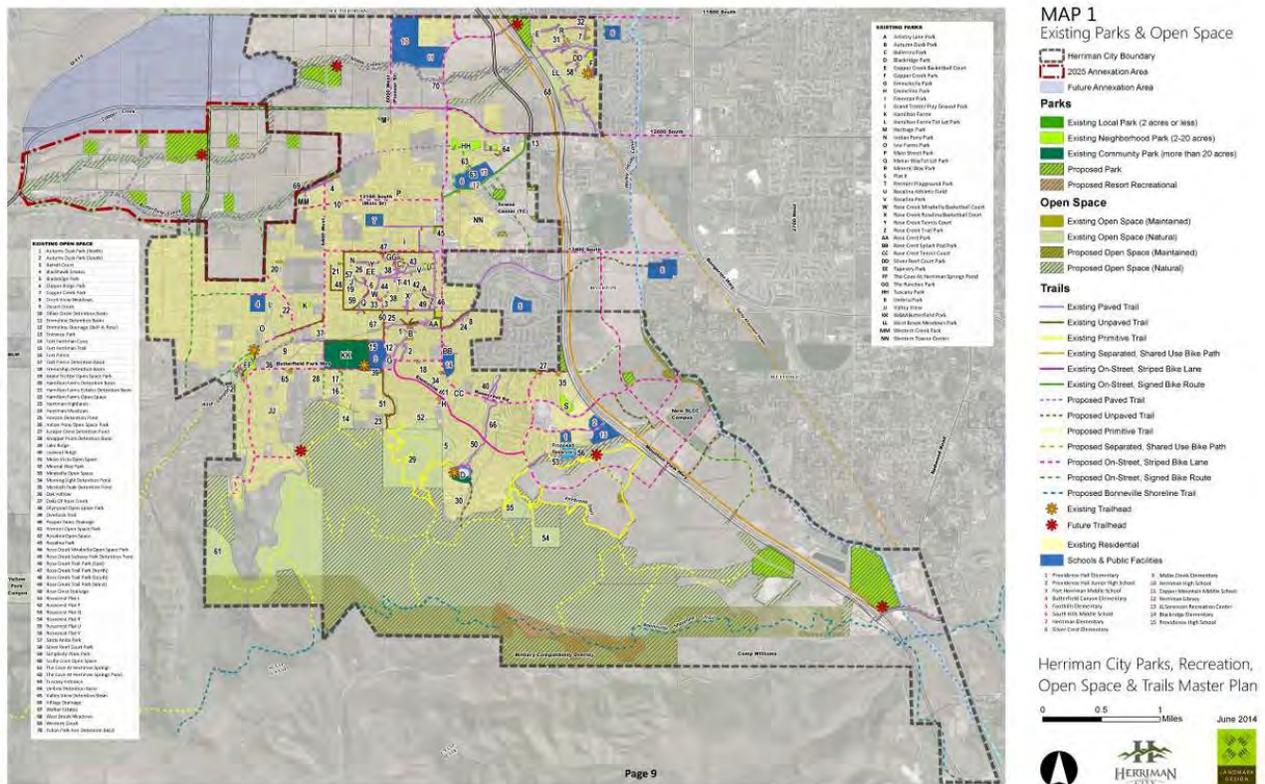
Todd Hauber, Park City School District Superintendent  
435-645-5600, [thauber@pcschools.us](mailto:thauber@pcschools.us)



### Herriman City Parks, Recreation, Open Space and Trails Master Plan

Landmark Design completed the Herriman City Parks, Recreation, Open Space and Trails Master Plan in 2015, which was adopted by the City Council with a favorable recommendation from the Planning Commission. It was adopted simultaneously with the Updated Impact Fees which were prepared using the information generated in the Master Plan prepared by Landmark Design.

The size of the community and scope of the plan is larger than required in West Bountiful, although the process is similar. The Plan included documentation of existing conditions, analysis of need and determination of level of service, proposed new facilities to meet future needs, goal and policies and funding strategies and costs for acquisition and construction. The process also included a simple internet survey, Facebook and other social media communications, public meetings, and other means of providing information to the public and receiving their input.

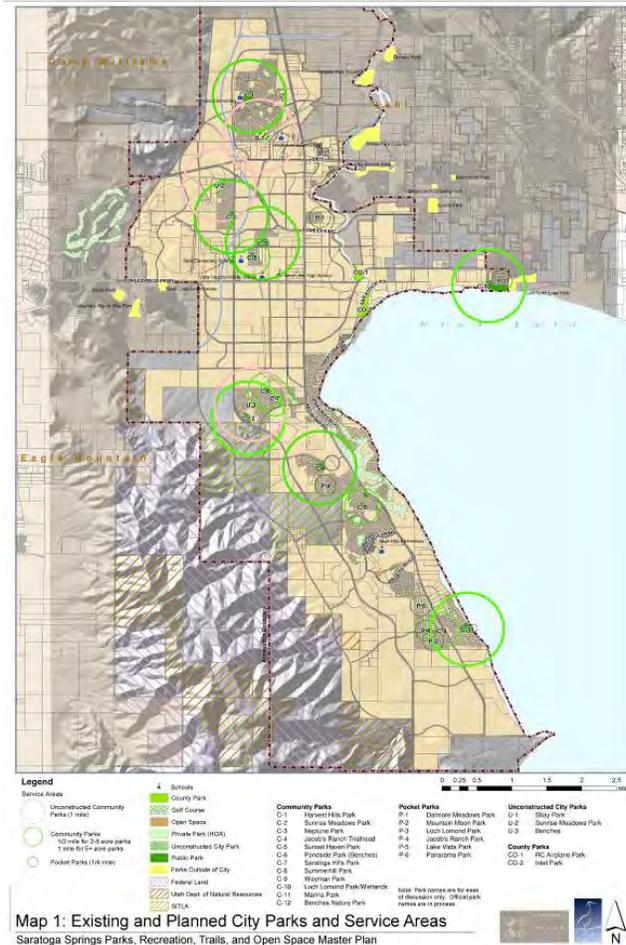


Contact: Bryn McCarty, Planning Supervisor  
City of Herriman, Utah  
Phone: 801.446.5323  
Email: [bmccarty@herriman.org](mailto:bmccarty@herriman.org)



### City of Saratoga Springs Parks, Recreation, Trails, and Open Space Plan

**Landmark Design** developed a Parks, Recreation, Trails and Open Space Plan for the City of Saratoga Springs. The Plan included a public involvement plan encompassing a community-wide resident survey which was designed, implemented, and analyzed by the Landmark Design Team. The plan also included an analysis of existing conditions and the current level of service analysis; a needs analysis, the development of standardized definitions; recommendations for future facilities, goals and policies; and implementation costs and funding sources. Since a primary goal of the plan was to set a defensible basis for updated impact fees, the Plan also included a capital facilities plan and an outline of a phased development plan. **Landmark Design** worked closely with City staff and Administration and a Plan Advisory Committee to identify key growth areas where future parks would be needed, to improve connections to and between parks and neighborhoods through the trail system, and to provide for a variety of developed parks and natural open spaces accentuating the diversity of environments adjacent to the lake and in the mountains.



Map 1: Existing and Planned City Parks and Service Areas  
Saratoga Springs Parks, Recreation, Trails, and Open Space Master Plan

The Plan was adopted in November of 2011 and was completed on schedule and on budget.

Contact:  
Jim McNulty, former Planning Director (currently at Utah Transit Authority)  
Phone: 801.237.1954  
Email: [jmcnulty@rideuta.com](mailto:jmcnulty@rideuta.com)

### City of Saratoga Springs Draper, Parks, Recreation, and Trails Master Plan Update

**Landmark Design** completed an update of the City of Draper plan, which included a close working relationship with City staff, administration, a citizen steering committee, and numerous public meetings. Following final review by the Steering Committee and Parks and Trails Committee, the Draft Plan was presented at public hearings before the Planning Commission and City Council for approval and adoption as a part of the City's Comprehensive General

#### Proposed Capital Improvement Budget Priorities

Capital Improvement 5 Year Plan—Priority Designation A	
Existing Neighborhood Park Improvements	\$494,700
Galena Hills Community Park (1/2)	\$3,845,200
Existing Special Use Park Improvements	\$32,900
Canyon Hollow Trailhead	\$605,750
<b>TOTAL</b>	<b>\$4,978,550</b>

Capital Improvement 10 Year Plan—Priority Designation B	
Existing Area Park Improvements	\$2,110,400
Two New Area Parks (1/2)	\$4,118,500
Galena Hills Community Park (1/2)	\$3,845,200
Draper City Community Park	\$668,400
Existing Special Use Park Improvements	\$476,500
Oak Hollow Trailhead	\$47,450
Potato Hill Trailhead	\$47,500
<b>TOTAL</b>	<b>\$11,313,950</b>

Capital Improvement 20 Year Plan—Priority Designation C	
New Neighborhood Park	\$1,169,250
Two New Area Parks (1/2)	\$4,118,500
New Area Park	\$4,118,500
Peak View Trailhead	\$624,750
<b>TOTAL</b>	<b>\$10,031,000</b>

Capital Improvement +20 Year Plan—Priority Designation D	
Two New Neighborhood Parks	\$2,338,500
Two New Area Parks	\$8,237,000
Draper Preserve Trailhead	\$159,950
<b>TOTAL</b>	<b>\$10,735,450</b>



Plan. Our work also included a community-wide citizen preference survey. The plan includes costs for implementation of a variety of parks, facilities, and programs, as well as detailed recommendations, prioritizations and phasing concepts. It also included recommendations for the development and management of parks, recreation programs and facilities, open space, and trail systems.

Contact: Brad Jensen, Engineering  
Phone: 801.576.6549  
Email: [brad.jensen@draper.ut.us](mailto:brad.jensen@draper.ut.us)

### ***Letters of Recommendation***

“Landmark Design has done several plans for Herriman City over the last 10 years, and they continue to impress us with their work. They completed an update to our General Plan in 2013, and recently completed our Parks, Recreation, Trails and Open Space Master Plan. They are always professional and very organized. They are able to work with tight deadlines, and they always deliver. I have watched them in numerous public meetings over the years and they are excellent at dealing with residents, commissions, and councils. We are a community dealing with rapid growth and all of the issues that come with that. I have total confidence that Landmark will write the most amazing plans, and keep the best interests of the community at heart. I would highly recommend them to anyone and will to continue to use them on projects in the future.”

*Bryn McCarty, City Planner  
Herriman City  
(801) 446-5323  
bmccarty@herriman.org*

“Layton City Parks and Recreation has been working with the Landmark Design team since April 2015 on the Layton City Parks, Recreation, Trails, Open Space, and Cultural Facilities Master Plan project. Throughout the scope of the project I have found project manager, Mark Vlastic and the other members of the Landmark Design team to be exceedingly professional, very knowledgeable, and extremely easy to work with. The project in Layton City has been very broad and time consuming. Throughout the process, the team from Landmark Design has been nothing short of professional and eager to work through project details, timelines, meetings, and tasks.

I am confident in writing this letter of support that Landmark Design would show any other current project or future project the same attention to detail and professionalism we have witnessed at Layton City. Please contact me at any time with any questions regarding this letter and our experience with Landmark Design.”

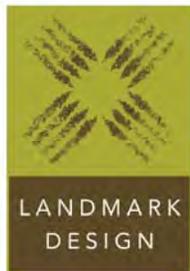
*David Price, Department Director  
Layton City Parks and Recreation  
801.336.3780  
dprice@laytoncity.org*

“Lehi City recently worked with Mark Vlasic and Landmark Design on an update to our Parks and Recreation Master Plan. Parks development has proved to be a sensitive subject in our community. Over the six months that they worked on updating the master plan, Landmark Design showed their proficiency in resolving community concerns, addressing City Council issues, and building resident support.

At the completion of the master plan project, our City Council requested we extend the contract with Landmark Design to include the design of two community parks (a total of 122 acres). One park in particular has been a hot button issue as we have struggled to balance City Council and resident opinions. Through their professionalism, knowledge, and expert opinion, backed with extensive research and generally accepted standards, Landmark has been successful at reaching consensus among stakeholders. In addition, they have completed their work within the allotted timeframe and budget. We recommend Landmark Design and look forward to continuing a professional relationship as we address our future parks and recreation needs.”

*Cameron Boyle, Assistant to the City Administrator  
Lehi City  
385.201.2266  
cboyle@lehi-ut.gov*

## Team Qualifications



### Landmark Design

**Landmark Design** is a Landscape Architecture and Planning firm located at 850 South 400 West, Studio 104, Salt Lake City, Utah 84101. The firm was founded in 1987, and has been providing excellence in service to communities throughout the Intermountain West ever since. We currently employ two certified planners (AICP), four professionally-licensed landscape architect/planners (PLA), one graduate landscape designer/planner, and support personnel.

Our work encompasses a broad range of planning and landscape architectural projects, including the following:

- Parks, recreation, trails, and open space planning
- Parks and trails master planning and design
- Landscape planning and design
- Planning and design feasibility studies
- Environmental studies and strategic plans

We are especially skilled and knowledgeable in the area of park and recreation planning and design, having completed 60+ comparable plans for communities throughout the Intermountain West, all of which were embraced by the public and have been adopted. We have keen interest and broad experience in the planning and design of our limited natural resources and special areas, and we are

recognized for our ability of working closely with communities to help them realize their goals while improving the quality of life for their residents.

Our client list is extensive, including the following:

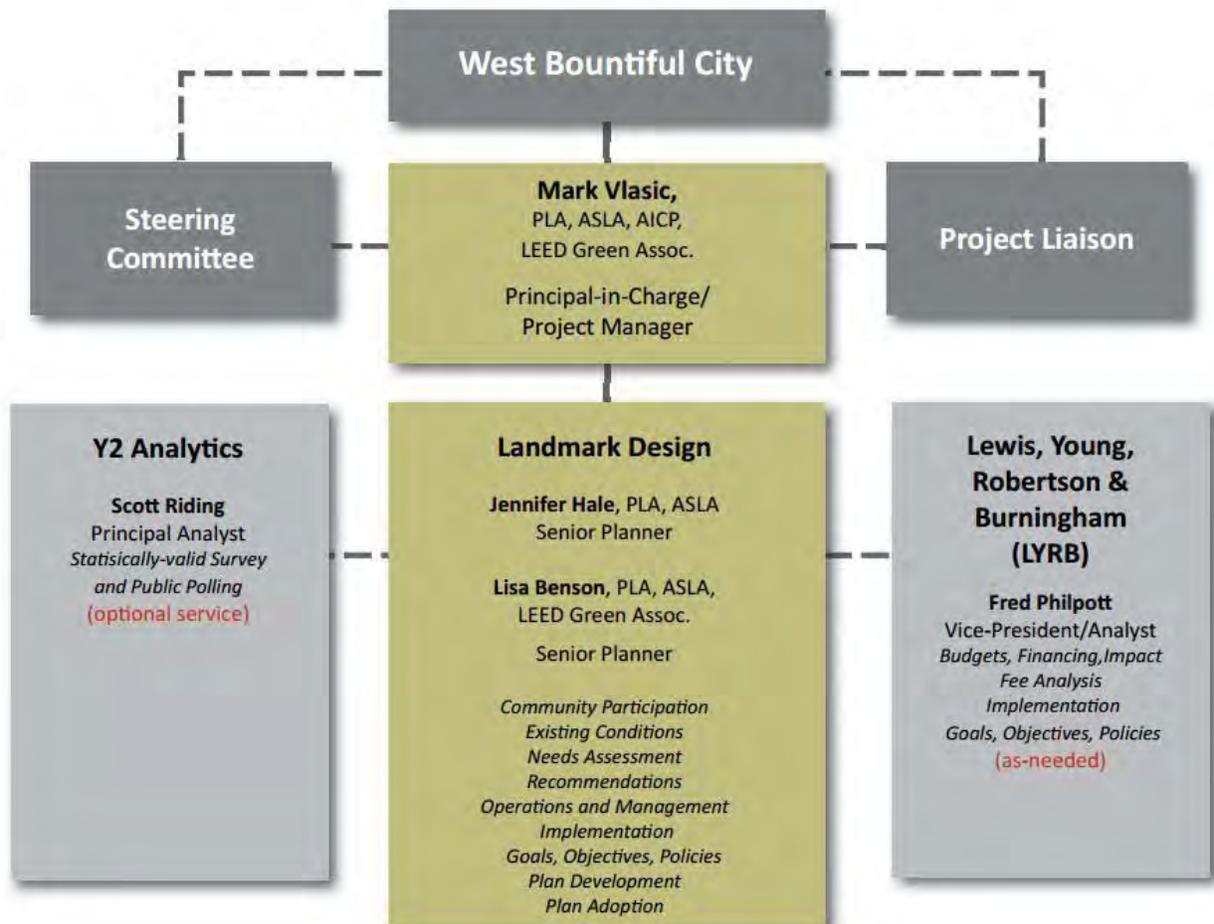
- Davis County and most other counties in Utah
- Utah Transit Authority (UTA)
- Nearly all municipalities along the Wasatch Front and Wasatch Back
- Utah Department of Transportation and Utah Transit Authority
- National Park Service, US Forest Service and Bureau of Reclamation, and other Federal Agencies.

We have worked with and have good working relationships with nearly every municipality in Davis and Salt Lake counties, and with most of the counties and municipalities along the Wasatch Front and the northern Utah region.

### Project Team

The roles and relationships of our team to each other and with West Bountiful are illustrated on the Organizational Chart on the following page.

*Landmark Design Team Organizational Chart*



**Landmark Design** is the primary firm for the project, bringing experienced members of our staff to the project. We are also leveraging relationships with key subconsultants that we have a history working together on similar complex planning projects. This includes **Lewis, Young, Robertson & Burningham (LYRB)** which can provide economic and financial assessment services on an **as-needed basis**, and **Y2 Analytics**, which proposes **optional focus interview services** to help discern public needs and preferences, if desired.

**MARK VLASIC, ASLA, PLA, AICP, LEED GREEN ASSOCIATE**

*Principal and President, Landmark Design*

*Principal-in-Charge*

Mark Vlastic is a seasoned landscape architect and planner, with over 35-years of local, regional and international professional experience. Mark joined Landmark Design nineteen years ago, after returning from Botswana where he led the Physical Planning Division for the Department of Town and Regional Planning in Gaborone, Botswana. Prior to that he was a landscape architect in Sweden and a planner for Salt Lake City Corporation. Mark is a certified planner (AICP), and a professionally-licensed landscape architect (LLA) in Utah, California, Arizona and New Mexico. He recently served more than eight years as a member of the City and County Building Conservancy and Use Committee in Salt Lake City, and has served as chapter president and trustee for the Utah Chapter of the American Society of Landscape Architects.

Mark has managed a wide-range of comparable projects, including the East-West Trails Master Plan, Emigration Canyon Trail Master Plan, Big Cottonwood Parks Master Plan and ATK Park Master Plan for Salt Lake County Parks and Recreation Division. He also managed the Park City Walkable/Bikeable Neighborhood Study, and the El Morro Historic Promenade for the National Park Service in San Juan Puerto Rico. Mark managed the Woods Cross City 500 South Corridor Streetscape Study; Davis County Bonneville Shoreline Trail Master Plan; Beck Street Commuter Bikeway Master Plan, and the Mountain Recreation Strategic Action Plan. He is currently managing several parks, recreation, trail and open space plans for cities throughout the Wasatch Front.

**Education**  
 Master of Landscape Architecture, University of Washington, Seattle, Washington  
 Master Certificate in Urban Design, University of Washington, Seattle, Washington  
 Certificate in Landscape Architecture Studies, DIS Program, University of Copenhagen, Denmark  
 Bachelor of Science in Urban Planning, University of Utah, Salt Lake City, Utah

**Memberships/Affiliations**  
 American Planning Association (APA)  
 Certified Planner, American Institute of Certified Planners (AICP)  
 Professional Landscape Architect (PLA) in Utah, California, Arizona, New Mexico  
 Council of Landscape Architect Registration Boards (CLARB) Certified  
 American Society of Landscape Architects (ASLA)  
 Member, Utah Department of Professional Licensing Board for Landscape Architecture

Mark also managed the Cache Valley South Corridor Development Plan in northern Utah; the Saratoga Springs Marina Master Plan; the Vernal General Plan Update; and the Escalante Heritage Center Phase



One project. He is also leading efforts on a park needs-analysis plan for Salt Lake City, and is the principal-in-charge of the complex Mountain Recreation Facilities Master Plan which is currently being adopted. Mark is the consulting city planner for South Ogden City, a position he has held for nearly six years.

## **JENNIFER HALE, ASLA**

*Senior Associate, Landmark Design*

*Senior Planner/Landscape Architect*

Jenny has also been involved in variety of planning, landscape architecture, urban design and landscape architecture projects while at Landmark Design. Key examples including the Logan City Wayfinding Plan; the Scenic Byway 12 Monument Design Study; Cache Valley South Corridor Development Plan; Woods Cross NW Quadrant Land Use Plan and Highway Entry Concept; National Park Service San Juan Promenade Extension; the City of Woods Cross General Plan Update and Rail Station Plaza Design; Bluff Street in St. George; South Ogden General Plan Update; and the Bitter Creek Reconstruction Plan and the Bitter Creek Design and Environmental Assessment (EA) for Rock Springs, Wyoming among others.

Jenny is currently working on the Ogden City Parks, Open Space, Recreation and Trails Master Plan, the Deseret Peaks Recreation Complex Master plan for Tooele County, and the Dabbling Duck exhibit at Tracy Aviary in Salt Lake City. She has skills in various professional computer programs, including AutoCAD, ArcGIS, Adobe Photoshop, Adobe Illustrator and Adobe InDesign, and SketchUp.

### **Education**

Masters of Landscape Architecture and Environmental Planning, Utah State University, Logan, Utah  
Bachelor of Arts in Humanities (English emphasis), Brigham Young University, Provo, Utah

### **Memberships/Affiliations**

Professionally Licensed Landscape Architect, Utah (PLA)  
Member, Utah Chapter, American Society of Landscape Architects (ASLA)

## **LISA BENSON, ASLA**

*Senior Associate, Landmark Design*

*Senior Planner/Landscape Architect*

Lisa has been with Landmark Design since May 2001, during which time she has provided valuable support and assistance on many community planning, urban design, land use, transportation and landscape architecture projects. Key examples include the Emigration Canyon Trails Master Plan; Salt Lake City Critical Open Lands Inventory and Preservation Priority Assessment; and St. George Parks, Recreation, Arts, and Trails Master Plan. Lisa is adept at technical analyses, mapping and documentation, and was the primary author of the Salt Lake County Jordan River Parkway Trail and the Salt Lake County East-West Recreational Trail Master Plan.

### **Education**

Bachelor of Landscape Architecture and Environmental Planning, Utah State University, Logan, Utah,

### **Memberships/Affiliations**

American Society of Landscape Architects (ASLA)  
Professional Landscape Architect – Utah and Colorado (PLA)



## LEWIS YOUNG ROBERTSON & BURNINGHAM, INC. (LYRB)

**LYRB** was founded 21) years ago in 1995 by Laura Lewis, Kim Young and Jason Burningham. With corporate headquarters in Salt Lake City, the firm is a registered broker/dealer, a member of the FINRA, SEC and the MSRB and a registered Municipal Advisor. It has grown LYRB maintains more client relationships with greater diversity than any other financial advisory firm doing business in the State of Utah. Collectively the professionals at LYRB have structured in excess of \$8.5 billion in municipal bonds for cities, towns, counties, redevelopment agencies, school districts, water districts, sewer districts and special districts throughout Utah.

The firm also specializes in economic development work, including creation of project area plans and budgets, economic strategic plans, economic financing plans as well as having conducted many other studies such as impact fee studies, business license fee studies, utility rate studies, comprehensive financial plans. LYRB's staff have performed over 250 fee studies; developed capital facility plans for schools, recreation, and public safety providers; and conducted feasibility studies for both small and large-scale development of all types, including manufacturing facilities, special events centers and sports complexes. LYRB is highly experienced and qualified in a broad range of planning and funding strategies

### FRED PHILPOT IV

*Senior Analyst, LYRB Lead*

*Fred will lead demographic assessments and population projections, as well as provide impact fee analysis and coordination on an **as-needed** basis.*

Fred joined LYRB in 2007. He was the primary analyst for the South Jordan Economic Strategic Plan, where he completed all market analysis, sales leakage studies, and demographic analysis. Mr. organized the interaction with local developers, synthesized the project goals and objectives and coordinated the project completion with the City. He has also utilized GIS applications to analyze economic development trends, business and market data, and land use issues. He prepared the West Bountiful Impact Fee Study and a cost of service study and fee analysis for North Salt Lake where he analyzed all fees related to planning and development. His project expertise includes detailed land use analysis, demographic projections, retail sales analysis and sales gap modeling, analyzing market conditions, GIS mapping and conducting level of service analysis.

#### Education

Master of Public Administration, Brigham Young University  
Bachelor of Science, Political Science, Utah State University



## Y2 Analytics

**Y2 Analytics** is a Utah-based market research and data analysis group with extensive experience measuring and analyzing public opinion in Utah and across the country. The firm includes seasoned researchers, capable analysts, veteran consultants, and database specialists. While its formal history as a company is brief, the firm's researchers have been designing and executing public opinion research in Utah for over 30 years. Since incorporating in Utah in 2013, the firm has had the privilege of working on nearly every major public policy initiative in the state and with a majority of the largest municipalities. The staff of Y2 Analytics is passionate about rigorous quality and advanced statistical analysis, taking pride on translating often overwhelming amounts of data into clear, actionable information. The intent is to offer clients statistically valid public opinion information when they need it, how they need it, at a price that lets them get it regularly.

Y2Analytics prides itself on our commitment to proper statistical techniques while pioneering new approaches to keep electoral survey research both accurate and cost efficient, applying 30 years of survey experience to draw upon, including hundreds of accurate surveys

## SCOTT RIDING

### *Principal Analyst / Managing Surveyor*

Scott will assist with implementation of in-depth focus groups and a statistically-valid survey as an **optional service**. Scott is the Managing Partner at Y2 and has led the execution of polling, data mining, focus groups, and custom analytics for dozens of organizations, ranging from energy companies and professional hockey teams to school districts and candidates for the U.S. presidency. From 2010 to 2013, he worked as the Director of Data Strategy for TargetPoint Consulting, a national market research and data mining firm.

## Project Understanding & Approach

### INTRODUCTION, SETTING & PURPOSE OF THE PLAN

West Bountiful is small community that stretches between Interstate-15 and the Legacy Highway. With less than 6.00 residents and covering an area just over three miles, the city will reach buildout soon. The small-city “vibe” is a major contributing factor to the local sense of place, with community arts, parks and trails critical elements of the unique “quality of life”. The small size, connection with the unique setting and concealed location define a unique allure, making it essential that the city “gets things right” as investment decisions are made regarding the existing and future arts, recreation and parks system.

### PROPOSED SCOPE & APPROACH

Our specific approach is detailed in the following tasks. We have carefully read the RFP, visited the city and met with city staff, and have a good understanding of specific project requirements. We understand that resources are limited, and that the scale of the project is limited. This is reflected in our scope, approach and fee proposal. Our focus is on providing the **BASIC SERVICES** outlined in the RFP, and we have taken the liberty of including an **OPTIONAL SERVICE (indicated in red text)** to enhance the quality of the project, if desired. The Fee Proposal addresses both options.

#### **TASK 1: PUBLIC INVOLVEMENT**

Landmark Design will work closely with West Bountiful City to facilitate a public participation program that provides meaningful opportunities for citizen involvement. It is our intent to provide good information, to make participation easy, to listen carefully to what participants have to say, and to be responsive to comments and input received.

There are several elements of public involvement proposed for the project including the following:

- A Project Steering Committee to guide progress on the plan;
- An initial Scoping Meeting to receive and communicate information about parks and recreation needs and facilities;
- A project web page which will also receive public input and host an informal internet survey; and
- A Draft Plan Open House.

We are also available to present at a joint public hearing during the final review and adoption.

The City will be responsible for assigning a Project Liaison to assist our efforts. This person should be able to schedule meetings, provide notice through community newsletters and mailings, meet regularly, and arrange venues for meetings. Landmark Design will facilitate all public meetings and workshops, document the proceedings, and prepare summary documents for distribution.

#### **Internet Survey**

In deference to the limited budget resources available, Landmark Design proposes utilizing a simple on-line survey method to understand needs and preferences, and to provide an opportunity for the public to provide their input as the plan is produced. Y2 Analytics will assist Landmark Design with the design of

the survey, helping to craft the survey instrument, program it into an online system, and provide an interface for sharing it with citizens who desire to take part.

### **In-depth Focus Groups (Optional Service)**

A meaningful way to explore options for a small community like West Bountiful is to get feedback and understand priorities through an in-depth focus group process. These are discussion groups of five to six randomly selected people from the community, guided through a set of topics by a trained and experienced moderator. The intent is to foster discussions that provide candid feedback, including baseline preferences, reactions to potential directions, and a wrap-up of comparative insights. Y2 Analytics has been designing and conducting focus groups for over 10 years for dozens of clients, using tried and tested scientific approaches to the conversation, shepherded by a meticulously constructed and a client-approved interviewer's guide. It is proposed that two groups of West Bountiful citizens be run concurrently – one each of men and women (sociological research shows that women tend to be more candid when they are discussing their opinions with only other women). Y2 will recruit participants, screen them for eligibility, conduct the focus groups, analyze the discussions, and provide an anonymized transcript for internal review.

### **Master Plan Steering Committee**

Landmark Design proposes the formation of a Steering Committee made-up of City Staff, citizen representatives, those with recreation and arts interests, and representatives of the Planning Commission and City Council. The purpose of this group is to oversee progress on the plan. The committee will meet twice as part of establishing key issues, needs and ideas.

### **Project Web Page**

A project web page will be established as a central clearinghouse for information and input regarding the master plan. The web page will contain general information about the project such as purpose, schedule, and project status, in addition to more specific information such as mapping and draft plan ideas. We will also include contact information and an on-line comment form and polling opportunities, so that people have multiple avenues to provide comment and feedback, to ask questions, and to participate.

Landmark Design will be responsible for keeping the project web page current, and West Bountiful City will provide a link to the project web page on the City's website, eliminating the need for the City to post the information on its own website. We invite you to see similar web pages hosted on the Landmark Design website at [www.lidi-ut.com](http://www.lidi-ut.com).

### **Public Meetings**

Two Public Meetings are proposed as part of the planning process and are described below.

#### **1. Public Scoping Meeting**

The Landmark Design Team, with the assistance of City staff, will conduct a community-wide public scoping meeting at the beginning of the planning process, during which residents will be asked to identify issues, concerns, ideas, and opportunities related to parks, trails, open space, and recreation. Depending on the turnout, participants will either be assembled in small groups facilitated by Team members, or assembled into a larger group for facilitated input. Comments and information will be recorded on large tablets at the meeting, all of which will be analyzed and reviewed in a fair manner. Landmark Design will document and summarize all of the information and make it available to the Management and City staff, and post it on the project web page for review.

## **2. Draft Plan Open House**

The intent of this open house meeting is to present the *Draft Recreation, Arts and Parks Master Plan* to the public and receive as much input as possible. The Open House format allows people to review key maps and information, informally ask questions and receive one-on-one communications with the Planning Team and City staff. We generally have the information displayed on boards and easels, and provide comment forms for individuals to record their thoughts and recommendations. Landmark Design, with the assistance of West Bountiful City staff, will conduct and facilitate the meeting, prepare an analysis of comments received, and in consultation with the City staff and the Project Steering Committee, determine changes or modifications to the Draft Plan which address the concerns and comments received. Comments and responses will be reviewed with the Project Steering Committee and, if appropriate, will be included in the final plan.

## **3. Public Hearing**

Landmark Design will present the Plan to the Planning Commission and the City Council during the approval process, and will make the necessary changes. We will prepare a Power Point presentation summarizing the process, findings, and recommendations. We assume a joint meeting with both the members of the Planning Commission and the City Council will be arranged in an effort to minimize costs.

### **TASK 2: DATA COLLECTION**

#### **Existing Plan, Document & Data Review**

#### **Inventory & Evaluation of Existing & Proposed Facilities & Programs**

Landmark Design would like to “kick off” the project in a meeting with the Project Steering Committee. We would like to tour the City and informally discuss the issues and concerns that need to be addressed. At this time, we would also like to confirm that all available background information has been provided and is up-to-date, including digital data, maps, existing plans and reports and other documentation. Based on demographic data and growth projections (provided by the City), the adequacy of existing facilities will be analyzed. Private and public recreational facilities, school facilities and other recreation facilities will be included in the inventory, and will be addressed separately. We will meet with those responsible for recreation programs to receive all information relevant to the project, and identify areas where additional programs may be needed or specific groups may be targeted.

### **TASK 3: NEEDS ASSESSMENT & ANALYSIS**

We will evaluate any existing standards or guidelines, and determine their appropriateness with respect to new information generated through the existing conditions analysis and public participation. This will determine a current level of service (LOS) which may be projected into the future and/or modified for planning purposes. LOS will be expressed as a number of acres per 1,000 persons. Projections for future need and a future LOS will be provided through the year 2025. We will also conduct a Distribution Analysis to help ensure equitable location of facilities, assess recreation needs, and investigate to role of arts in the community.

### **TASK 4: TRAIL SYSTEM ANALYSIS**

Trails serve many purposes. To some they are transportation corridors moving through urban areas between home and work; to others they are a pleasant way to achieve some level of physical fitness; others use trails to take a leisurely walk with friends and as an avenue for engaging with the natural environment; and still others use trails as a means of engaging in a favorite activity for no other purpose than simple fun and enjoyment.

We will analyze the existing trail systems and data, utilizing readily available data and information from West Bountiful City, Wasatch Front Regional Council and others. We will tabulate and prepare relevant maps with the assistance of city staff; and identify and map trails systems that complement those already established. The range of trails will be considered and classified, as well as support facilities adjacent to or incorporated into the trail system. Safety, access to designated open space and other recreation facilities, and other desired destinations will be paramount in the Plan.

**TASK 5: ACQUISITION & CONSTRUCTION COSTS**

Landmark Design will provide opinions of probable cost for the acquisition and development of parks, recreation and trail facilities that are proposed, and if needed, for those existing facilities that need to be updated or remodeled. The Team will identify known funding sources and tie those sources to program and facility development priorities.

**TASK 6: GOALS, OBJECTIVES & POLICY DEVELOPMENT**

Landmark Design will prepare goals, objectives and policies to guide implementation of the Plan. The Action Plan will address areas of new growth, costs and funding mechanisms and approaches, development review processes and procedures, and development timing for key elements or facilities identified in the Plan.

**TASK 7: PLAN DEVELOPMENT & ADOPTION**

Landmark Design will document the planning process and the outcomes in an Administrative Draft for Project Steering Committee review. The general public and others will have opportunities to review the plan at the Draft Plan Open House and on the project web page. Comments and suggested changes received during the Draft Plan Open House meeting and from the web page will be documented and reviewed with the Project Steering Committee, and if appropriate, incorporated into the Final Plan Document.

Landmark Design can present the Final Plan for adoption to the City's Planning Commission and City Council. We have planned for one meeting each with the Planning Commission and City Council, although these tasks can be completed by City staff if desired.

**TASK 8: FINAL PRODUCT**

Following adoption of the Master Plan, Landmark Design will prepare the final document for publication, and will provide the following to Nibley City.

1. A CD-ROM with the final master plan, executive summary, appendices, and mapping in PDF format.
2. The complete adopted plan text, compatible with the latest version of Microsoft Word. We will also format the plan so it can be incorporated as a chapter in the General Plan, if desired.
3. All geographic data, original artwork, charts, tables, etc. in editable format compatible and coordinated with the City's Geographic Information System (GIS) and operational systems.

## PROPOSED SCHEDULE

Task	2017				
	Feb	Mar	Apr	May	Jun
<b>Task 1: Public Involvement</b>					
Steering Committee Meetings (2)	SC			SC	
Project Web Page					
Survey (Internet)					
Public Scoping Meeting		PS			
Draft Plan Open House					DP
Joint Public Hearing (1)					CC
<b>Task 2: Data Collection</b>					
Existing Plan, Document & Data Review					
Inventory & Evaluation of Existing & Proposed Facilities & Programs					
<b>Task 3: Needs Assessment &amp; Analysis</b>					
<b>Task 4: Trail System Analysis</b>					
<b>Task 5: Acquisition &amp; Construction Costs</b>					
<b>Task 6: Goals, Objectives &amp; Policy Development</b>					
<b>Task 7: Plan Development &amp; Adoption</b>					
<b>Task 8: Final Product</b>					

**SC** - Steering Committee Meetings  
**PS** - Public Scoping Meeting  
**DP** - Draft Plan Open House  
**PC** - Planning Commission Public Hearing (Joint)  
**CC** - City Council Public Hearing (Joint)

Every effort will be made to keep the process moving along and on schedule, working toward completion within a four-month timeframe. Assuming we receive a notice-to-proceed on February 15<sup>th</sup> 2017, our efforts can be complete by mid-June 2017, with adoption inputs to follow as needed. To accomplish this schedule, it is important that the City assist us in the timely inputs as described in the scope of work, timely reviews and decision-making throughout the process, and assignment of a Project Liaison staff member to specifically assist us with our efforts.

## Person Hours & Costs

As illustrated in the accompanying table, Landmark Design proposes a Not-to-Exceed fee of \$19,840 to complete the plan as described, including all reimbursable costs and fees. If the optional In-depth Focus Groups service is desired, the Not -to-Exceed fee will be \$28,340, inclusive.

Our proposal includes all reimbursable expenses, which will be charged at cost. We would be happy to provide specific fee proposals for any additional services you may desire beyond this scope.

TASKS	LANDMARK DESIGN			TOTAL
	MV	JH	LB/Staff	
HOURLY RATES	\$140	\$110	\$90	Total Hours
<b>TASK 1: Public Involvement</b>				
One (1) Kickoff Meeting	2	2	0	4
Two (2) Steering Committee Meetings	4	4	0	8
One (1) Public Scoping Meeting	3	6	0	9
One (1) Draft Plan Open House Meeting	3	6	0	9
One (1) Joint PC/CC Public Hearing	3	0	0	3
Project Web Page	0	0	2	2
In-depth Focus Groups (Optional Service - see below)				
<b>TASK 2: Data Collection</b>				
Existing Plan Review	2	8	4	14
Inventory & Evaluation of Existing & Proposed Facilities & Programs	2	12	8	22
<b>TASK 3: Needs Assessment &amp; Analysis</b>				
Categorization, standards and guidelines, mapping, etc.	2	12	8	22
<b>TASK 4: Trail System Analysis</b>				
Analysis of existing facilities, mapping, classification, etc.	2	12	12	26
<b>TASK 5: Implementation Costs</b>				
Acquisition/Construction costs/identification of funding sources	8	4	0	12
<b>TASK 6: Goals, Objectives, &amp; Policy Development</b>				
Prepare goals, objectives and policies to guide implementation	6	2	0	8
<b>TASK 8: Plan Development &amp; Adoption</b>				
Draft Master Plan Documentation	2	16	12	30
<b>Total Hours by Personnel</b>	<b>39</b>	<b>84</b>	<b>46</b>	<b>169</b>
<b>TOTAL ESTIMATED LABOR EXPENSE BY STAFF</b>	<b>\$5,460</b>	<b>\$9,240</b>	<b>\$4,140</b>	<b>\$18,840.00</b>
<b>Estimated Reimbursable expenses (to be billed at cost):</b>				
1) Mileage (estimated)				\$250.00
2) Miscellaneous (printing, plotting, meeting materials, etc.)				\$750.00
<b>Subtotal Reimbursable Costs</b>				<b>\$1,000.00</b>
<b>GRAND TOTAL - FEES AND EXPENSES (No Focus Groups)</b>				
				<b>\$19,840.00</b>
<b>Optional In-depth Focus Groups</b>				
				<b>\$8,500.00</b>
<b>GRAND TOTAL - FEES AND EXPENSES (Including Optional Focus Groups)</b>				
				<b>\$28,340.00</b>



# MEMORANDUM



**TO:** Mayor & Council

**DATE:** March 16, 2017

**FROM:** Duane Huffman

RE: Purchase Approval - GPS Equipment

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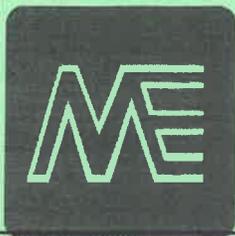
The City's procurement code requires that purchases of \$10,000 or more first be approved by the City Council.

The original FY 2016/2017 budget included \$20,000 in the Water Fund for GPS equipment. This survey-grade equipment is intended for the following uses:

- Obtain elevations and alignments during project design;
- Map critical infrastructure during installation and repair work, including the water lines, joints, valves, meters, hydrants.
- Map and inventory other city assets such as irrigation systems, traffic signs, storm drain infrastructure, sidewalk repairs, etc.

After seeking the equipment that will serve the City's needs, staff recommends the purchase of the following equipment:

Trimble R8s Configuration Rover and TSC3 with Trimble Access and associated accessories for a total of \$20,801.75 (see quote page and additional materials attached)



**Monsen Engineering, Inc.**  
 960 South Main  
 Salt Lake City UT 84101-2923  
 Phone: 801-531-6505 Fax: 801-531-6569

**PICK TICKET**

www.monsenengineering.com

Number 299884  
 Date 03/01/17  
 Page 1

Ship To:  
**SAME**

WEST BOUNTIFUL CITY  
 550 NO. 800 WEST  
 WEST BOUNTIFUL UT 84087-1320

Bill To:  
 3634

WEST BOUNTIFUL CITY  
 550 NO. 800 WEST  
 WEST BOUNTIFUL UT 84087-1320

Reference #	Ordered	Requested	Slsp	Terms	Wh	Freight	Ship Via
TRIMBLE GNSS	03/01/17	ASAP	TCL TCL	NET 30TH	SL	PREPAID	NONE

Item	Description	Ordered	Committed	Back	UM	Loc	Price	UM	Extension
R8S-101-60-01	TRIMBLE R8S, MODEL 60, SINGLE RECEIVER TRANSPORT CASE ROW Ser# 5513R00172	1	1		EA		.00	EA	.00
R8S-CFG-001-42	TRIMBLE R8S CONFIGURATION ROVER / NETWORK ROVER MODE GNSS OPTIONS INCLUDES:RECEIVER INTERNAL 450-470MHZ RX POSS TX RADIO, BUILT-IN BLUETOOTH, TRANSPORT CASE, ANTENNA, BATTERIES AND DUAL CHARGER	1	1		EA		13860.00	EA	13860.00
TSC3-01-1022	TSC3 WITH TRIMBLE ACCESS, NO INT. RADIO, QWERTY KEYPAD Ser# ES71D19598 INCLUDES: DATA COLLECTOR WITH BUILT-IN BLUETOOTH, MODEM, CAMERA AND GPS, POUCH, CHARGER, BATTERY, STYLUS AND SCREEN PROTECTORS	1	1		EA		4945.00	EA	4945.00
VRSG	GOLD VRS SUPPORT PACK DATA / CODES	1	1		EA		1200.00	EA	1200.00
63608-00	TRIMBLE BUSINESS CENTER BASE DONGLE LICENSE Ser# TBC-SB-1809206375	1	1		EA		405.00	EA	405.00
5200-150	QUICK RELEASE POLE CLAMP	1	1		EA		75.95	EA	75.95
5200-065	CRADLE ASSY, TSC3/RANGER3	1	1		EA		82.95	EA	82.95
5125-22-TNL-GT	SNAP-LOC ROVER ROD 2M TRIMBLE BRANDED	1	1		EA		159.95	EA	159.95
5111-00	SECO QUICK DISCONNECT ADAPTER	1	1		EA		61.95	EA	61.95
5187-00	SECO GPS QUICK RELEASE ADAPTER	1	1		EA		27.95	EA	27.95
	DELIVERY, INSTALLATION AND TRAINING INCLUDED PLEASE NOTE: PRICING REFLECTS TRIMBLE STATE CONTRACT DISCOUNT PRICING MA-026 FINANCING OPTIONS AVAILABLE								

PICK TICKET

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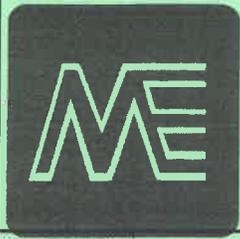
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SODOC



01-299884





**Monsen Engineering, Inc.**  
**MONSEN ENGINEERING-SALT LAKE**  
 960 SOUTH MAIN  
 SALT LAKE CITY, UT 84101  
 Phone: 801-531-6505 Fax: 801-531-6569

**PICK TICKET**

www.monsenengineering.com

Number: 299884  
 Date: 03/01/17  
 Page: 2

Ship To: WEST BOUNTIFUL CITY  
**SAME** 550 NO. 800 WEST  
 WEST BOUNTIFUL UT 84087-1320

Bill To: WEST BOUNTIFUL CITY  
 3634 550 NO. 800 WEST  
 WEST BOUNTIFUL UT 84087-1320

Reference #	Ordered	Requested	Slsp	Terms	Wh	Freight	Ship Via
TRIMBLE GNSS	03/01/17	ASAP	TCL TCL	NET 30TH	SL	PREPAID	NONE

Item	Description	Ordered	Committed	Back	UM	Loc	Price	UM	Extension
	PLEASE DISREGARD TOTAL								

PICK TICKET

Ordered By BEN WHITE  
**WE APPRECIATE YOUR BUSINESS!**

Total Weight:	.0	Tax:	.00
Total Freight:	.00	Total:	20818.75

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Customer Copy

... Last Page

SODOC

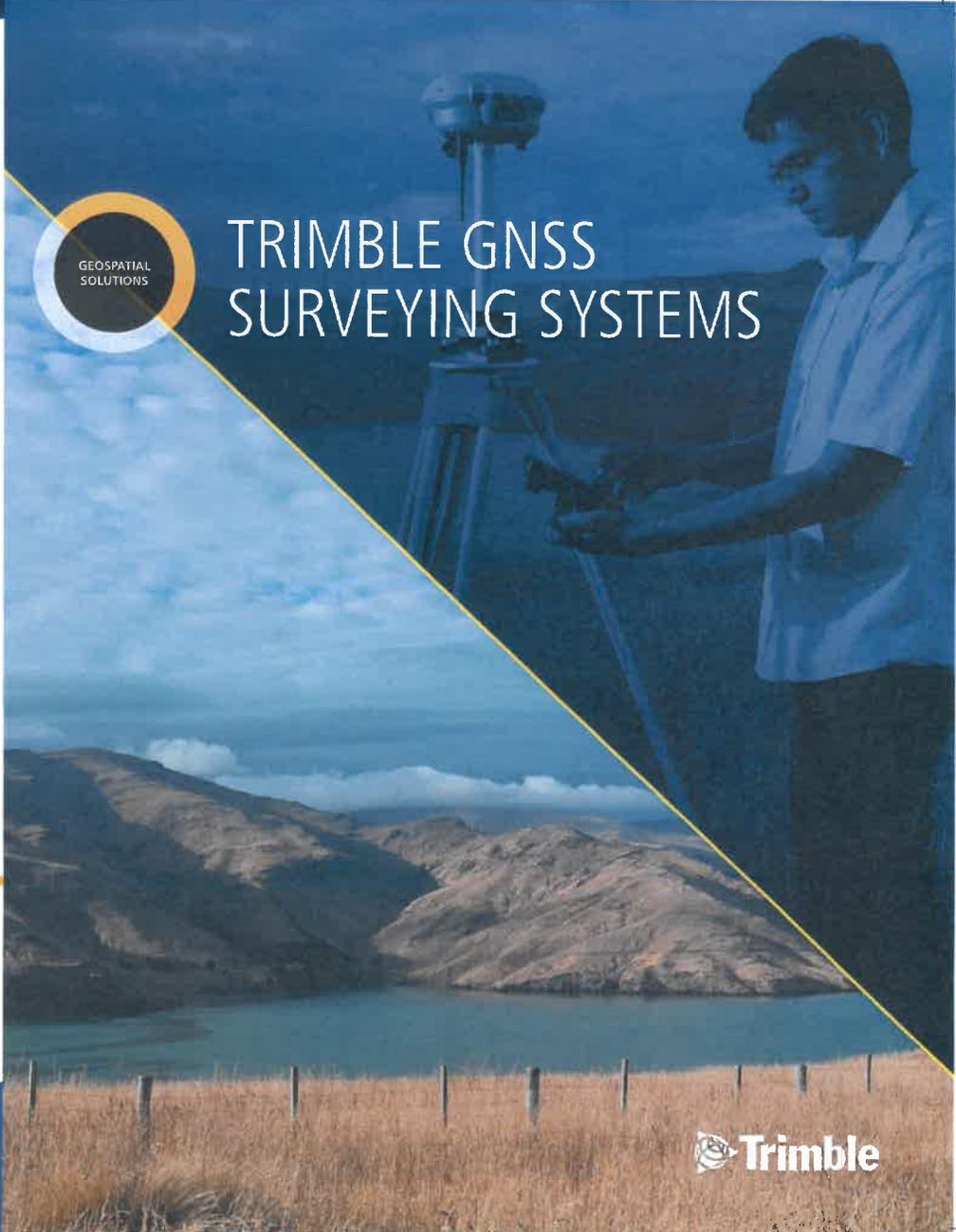


01-299884





# TRIMBLE GNSS SURVEYING SYSTEMS



	INTEGRATED SYSTEMS			MODULAR SYSTEM			HANDHELD SYSTEM
	Trimble R10	Trimble R8s	Trimble R2	NetR9 Geospatial	Trimble R7	Trimble R5	Geo7X
GNSS Surveying	Real-Time (RTK/VRS/RTX) and Postprocessed	Real-Time (RTK/VRS) and Postprocessed	Real-Time (RTK/VRS) and Postprocessed	Real-Time (RTK/VRS/RTX) and Postprocessed	Real-time (RTK/VRS) and Postprocessed	Real-time (RTK/VRS) and Postprocessed	Real-time (RTK/VRS) and Postprocessed
Tracking Technology	Trimble 360	Trimble 360	R-Track	Trimble 360	R-Track	R-Track	R-Track
Channels	440	440	220	440	72	72	220
Solution Type	HD-GNSS	Fixed/Float	Fixed/Float	HD-GNSS	Fixed/Float	Fixed/Float	Fixed/Float
xFill	Yes	No	No	Yes	No	No	No
RTX	Yes	No	Yes	Yes	No**	No	No
Surepoint	Yes	No	No	No	No	No	No
UHF Radio	Receive & Transmit*	Receive & Transmit*	Receive	External	Receive Only (external for transmit)	Receive Only (external for transmit)	No
Cellular	Yes	Yes*	External	External	External	External	Yes
WiFi	Yes	No	Yes	No**	No	No	Yes
Bluetooth	Yes	Yes	Yes	Yes	Yes	No	Yes
Memory	4 GB	56 MB	48 MB	8 GB	Removable****	Removable****	4 GB
Antenna	Integrated	Integrated	Integrated	External	External	External	Integrated & External
Camera	No	No	No	No	No	No	5 MP
Web Interface	Yes	Yes	Yes	Yes	Yes	No	No
Integrated Surveying	Yes	Yes	Yes	Yes	Yes	Yes	No
GPS	Yes	Yes	Yes	Yes	Yes	Yes	Yes
GLONASS	Yes	Yes*	Yes	Yes	Yes	No	Yes
Galileo	Yes	Yes*	Yes	Yes	No	No	No
BeiDou	Yes	Yes*	Yes	Yes	No	No	No
BeiDou-only RTK/PP	Yes	Yes	Yes	No	No	No	No
SBAS	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Battery	Single, removable	Single, removable	Single, removable	Single, Internal	Dual; removable	Dual; removable	Single, removable
Field Solution	Trimble Access (Tablet, TSC3, Slate*, or Trimble CU), Trimble DL App (Android Devices)	Trimble Access (Tablet, TSC3, Slate*, or Trimble CU), Trimble DL App (Android Devices)	Trimble Access (Tablet, TSC3, Slate*, or Trimble CU), Trimble DL App (Android Devices), TerraSync, TerraFlex	Trimble Access (Tablet, TSC3, Slate, or Trimble CU), Trimble DL App (Android Devices), Front Panel	Trimble Access (Tablet, TSC3, Slate, or Trimble CU), Trimble DL App (Android Devices)	Trimble Access (Tablet, TSC3, or Trimble CU), Trimble DL App (Android Devices)	Trimble Access (on board)

\* BASED ON CONFIGURATION  
\*\* ETHERNET PORT

\*\*\* OMNISTAR CAPABLE  
\*\*\*\* COMPACT FLASH

**NORTH AMERICA**  
Trimble Navigation Limited  
10366 Westmoor Drive  
Westminster CO 80021  
USA

**EUROPE**  
Trimble Germany GmbH  
Am Prime Parc 11  
65479 Raunheim  
GERMANY  
+49-6142-2100-0 Phone  
+49-6142-2100-550 Fax

**ASIA-PACIFIC**  
Trimble Navigation  
Singapore Pty Limited  
80 Marine Parade Road  
#22-06, Parkway Parade  
Singapore 449269  
SINGAPORE  
+65-6348-2212 Phone  
+65-6348-2232 Fax



## Advanced Survey Technologies

For more than 30 years, Trimble has developed GNSS technologies that advance the capabilities of the surveyor, enabling efficient and accurate data capture in the field.

The Trimble HD-GNSS processing engine provides a more accurate assessment of error estimates than traditional GNSS processing engines, especially in challenging environments. Markedly reduced convergence times as well as high position and precision reliability enable surveyors to collect measurements with confidence.

Integrated into the R10 receiver, Trimble SurePoint technology means you'll get faster measurements, increased accuracy, and greater quality control. The Trimble controller displays an electronic bubble so all the measurement information is in one convenient place. The system can also compensate for up to 15° of pole tilt so you can easily measure points that were previously inaccessible.

Never be interrupted again by connection outages. Leveraging a worldwide network of Trimble GNSS reference stations and satellite data links, Trimble xFill in the R10 and NetR9 seamlessly fills in gaps in your RTK or VRS correction stream for connection outages of up to five minutes at a time. In combination with a CenterPoint RTX subscription, survey level precisions are maintained for an infinite duration.

## Powerful Processing Software Trimble Business Center Office Software

Back in the office, seamlessly transfer your field data to Trimble Business Center. Edit, process, adjust, and quality check collected data with confidence. Select a Trimble Business software edition based on what level of data processing is needed. Add on valuable modules like Advanced Drafting or Photogrammetry if you are integrating with the Trimble V10. No matter what Trimble solution you use in the field, you can trust that Trimble Business Center office software will help you generate industry leading deliverables.

## INTEGRATED GNSS SYSTEMS

The Trimble R10, Trimble R8s and Trimble R2 integrated GNSS systems combine the GNSS receiver, antenna, radio-modem, and battery into a single integrated, compact unit. This popular configuration gives surveyors the latest in GNSS technology in a user-friendly system that is lightweight, rugged, and cable free.



### Trimble R10 Productivity Beyond GNSS

Designed to help surveying professionals work more effectively, the Trimble R10 represents the next generation of GNSS surveying. With powerful technologies that go beyond comprehensive GNSS support, the Trimble R10 enables the surveyor to collect more reliable data—no matter what the job.

- Cutting edge Trimble HD-GNSS processing engine enables surveyors to measure points more quickly.
- SurePoint technology fully compensates for pole tilt. Conveniently measure points that were otherwise inaccessible with complete quality assurance.
- Trimble xFill™ technology provides less downtime in the field, with continuous RTK coverage during connection outages from an RTK base station or VRS™ network.
- Powerful 440-channel solution with Trimble 360 technology delivers the most advanced satellite tracking.
- Trimble CenterPoint® RTX correction service delivers GNSS corrections via satellite or internet connection for unprecedented speed and accuracy for a PPP solution.
- Ergonomic design for easier and more comfortable handling.
- Integrates seamlessly with V10 imaging rover and S-Series total station positioning sensors.
- Pair with Trimble Access™ software and the TSC3 controller, Tablet, Slate or Trimble CU for the most powerful solution on the market.

## Trimble R8s

### Configured for Today. Scalable for Tomorrow.



The Trimble R8s GNSS receiver is a flexible, scalable system that offers all of the features and benefits you expect, in one customizable system.

Simply select a configuration based on how the receiver will be used in the field, whether it is for static GNSS surveys with postprocessing of GNSS raw data in the office, or the receiver being used as a base station or rover receiver, or a combination of both base and rover. After you've selected a configuration level, additional individual features can be added to further extend the receiver functionality.

Each Trimble R8s receiver comes with:

- Powerful 440 channel solution with Trimble 360 technology that delivers the most advanced satellite tracking
- Comprehensive support for all existing and planned GNSS constellations and augmentation systems
- Flexible wireless communication options for connecting to the controller
- Simple integration with Trimble total stations and the Trimble V10 imaging rover
- Compatibility with Trimble Access field software on the Trimble TSC3, Trimble Tablet, Trimble CU or Slate for an industry-leading field solution
- Easy to use Trimble DL data logging Android app for a convenient way to start a postprocessing workflow

## Trimble R2

### The Versatile Receiver that Works as Hard as You Do.

With its trusted Trimble technology and compact, durable design, the Trimble R2 GNSS receiver lets you work the way you want. It gives you the flexibility to configure a solution based on the accuracy and performance level that suits your application. It's the smart, easy-to-use solution for geospatial applications, ranging from pole-based stakeouts to surveying on roads, in mines or on construction sites, and much more.

The Trimble R2 GNSS receiver:

- Enables you to select submeter to centimeter level positioning accuracy
- Delivers maximum data quality via its Trimble Maxwell™ 6 chip with 220 channels and leading GNSS technology
- Supports multiple satellite constellations and correction sources either via network connection or satellite (L-Band) for accurate data at any location
- Includes Trimble RTX correction services providing highly accurate positions anywhere without the need for a base station or VRS network
- One-button start up and compact, streamlined design enable quick setup, whether it's mounted on a pole, in a backpack or on a vehicle



# TRIMBLE TSC3 CONTROLLER

## KEY FEATURES

**Large, bright, high-resolution screen** makes instrument control easy

**Optimized** for Trimble Access field software

**Fully-integrated camera,** GPS navigation, and communications

Improved collaboration and control through **constant connectivity**



The Trimble® TSC3 controller with Trimble Access™ software is a groundbreaking handheld field computing solution that streamlines the flow of everyday surveying work and the number of devices you need in the field.

## A POWERFUL ENGINE FOR DRIVING TRIMBLE ACCESS SOFTWARE

Part of a trusted line of field controllers, the Trimble TSC3 controller is rugged and designed for surveyor's workflows. It performs Trimble Access operations fast and delivers ample power to run third-party applications on the Windows® platform.

## MAKE PICTURES AN ESSENTIAL PART OF YOUR WORKFLOW

With a built-in 5 MP Autofocus camera and LED flash, you can take digital photographs of your job site right from the controller. No extra devices, batteries, or file transfers are required, and images are automatically geotagged for easy identification.

Easily record the qualitative information that survey data alone can miss, such as site conditions or work progress. The benefits of including images as part of your workflow are almost limitless: from easy data handover to in-field quality assurance.

## COMMUNICATIONS THAT BRIDGE FIELD AND OFFICE IN REAL-TIME

The TSC3 controller enables wireless Internet connectivity through an integrated GSM/GPRS/CDMA<sup>2</sup> modem. This allows Trimble Access software to facilitate a constant flow of information between field and office, including real-time synchronization of field and office data with Trimble AccessSync software. You can download and upload important files any time and from anywhere, as needed. Data collection, processing, analysis, and delivery are faster and more efficient.

A wealth of communication options let you transfer critical information no matter the environment: Connect with VRS™ connections using the internal modem. Access your office network through 802.11 LAN, or USB and serial RS232 communication options.

## FOR ALL OF YOUR SURVEYING APPLICATIONS

The rugged TSC3 controller is purpose-built to make both Integrated Surveying and Spatial Imaging jobs easier, more efficient, and more flexible:

### Easy-to-Use Interface

Control your survey and verify your work on the large, bright, high-resolution LCD touchscreen. With the option of a QWERTY or conventional alpha-numeric keyboard, data entry is quick and easy.

### An Internal Compass

Receive direction cues even when you are stationary or moving backwards.

### Integrated GPS

Employ GPS Search on a conventional survey without an external GPS receiver. You can also navigate and find control points and other assets quickly.

### Cables Eliminated

Bluetooth® wireless technology eliminates cables in surveying systems. An internal 2.4 GHz radio option is also ideal for controlling Trimble robotic systems.

## DESIGNED TO SUPPORT YOUR DAILY WORKFLOWS

Trimble Access field software available on the TSC3 controller offers numerous features and capabilities to streamline the flow of everyday surveying work. Streamlined workflows – such as Roads, Monitoring, Mines, and Tunnels —guide crews through common project types and allows crews to get the job done faster with less distractions.

Survey companies can also implement their unique workflows by taking advantage of the customization capabilities available in the Trimble Access Software Development Kit (SDK). The Trimble Access SDK provides software developers with the tools to customize and extend Trimble Access.

With a bright, daylight readable display, integrated communications, and integrated survey workflows, the fully integrated TSC3 controller will make your field work more efficient.

### TECHNICAL SPECIFICATIONS

#### Standard software

Windows Embedded Handheld 6.5 Professional operating system, including:

- SMS Text Messaging Support
- Microsoft Office Mobile:
  - Word Mobile
  - Excel Mobile
  - PowerPoint Mobile
  - Outlook Mobile
- Internet Explorer Mobile
- Notes / Tasks
- Task Manager
- Calculator
- Microsoft Pictures and Videos
- Customized Camera and Flash control including geo-tagging through Microsoft Pictures & Videos software
- Flashlight mode control application
- Calendar / Contacts
- Windows Media Player
- Messenger
- Adobe Acrobat Reader
- Trimble SatViewer (GPS interface software application)

Operating system languages options (customer provisionable):  
Simplified Chinese, English, French, German, Japanese, Spanish

#### Trimble Field Software Solutions

The Trimble TSC3 controller runs the Trimble Access field software. In addition, a number of regional solutions are available. For more information on the field software that's best for you, contact your local Trimble authorized distribution partner.

#### Standard Accessories (included)

- 28.9 Wh Li-Ion battery
- International AC power supply
- Hand strap
- USB cable (mini)
- Stylus tether
- Stylus with spring tip (pkg of 2)
- Screen protectors
- Audio port dust cover
- I/O port dust covers
- Standard soft case
- Quick start guide sheet
- Radio antenna for integrated 2.4 GHz radio modem (optional)

#### Optional Accessories

- Deluxe carry case
- Individual battery charger
- Range pole bracket
- 12 V vehicle charging kit
- Desk docking cradle with USB host, USB client, and 10/100 Mbps Ethernet connections

All standard accessories are also available to order separately.

### HARDWARE

#### Physical Specifications

Size	141 mm x 278 mm x 64 mm (5.6 in x 10.9 in x 2.5 in) 80 mm (3.2 in) at handgrip
Weight	1.04 kg (2.3 lb) including rechargeable battery 1.10 kg (2.4 lb) including rechargeable battery and optional internal 2.4 GHz radio-modem
Housing	Polycarbonate (case), Hytrel® (overmold)

1 Unit is idle with backlight turned on, no radios turned on, moderate temperatures  
2 CDMA modem only supports the Verizon network (USA)

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### ENVIRONMENTAL SPECIFICATIONS

Meets or exceeds:

Operating Temperature	-30 °C to 60 °C (-22 °F to 140 °F)
Storage Temperature	-40 °C to 70 °C (-40 °F to 158 °F)
Temperature shock	-35 °C/65 °C (-31 °F/149 °F) MIL-STD-810G, Method 503.5, Procedure I
Humidity	90%RH temp cycle -20 °C/60 °C (-4 °F/140 °F) MIL-STD-810G, Method 507.5
Sand & dust	IP6x: 8 hours of operation with blowing talcum powder (IEC-529)
Water	IPX7: Immersed in 1 m of water for 30 minutes (IEC-529)
Drop	26 drops at room temperature from 1.22 m (4 ft) onto plywood over concrete MIL-STD-810G, Method 516.6, Procedure IV
Vibration	General Minimum Integrity and Loose Cargo test MIL-STD 810G, Method 514.6, Procedures I, II
Altitude	4,572 m (15,000 ft) at 23 °C (73 °F) and 12,192m (40,000 ft) at -30 °C (-22 °F) MIL-STD-810G, Method 500.5, Procedures I, II, III

### ELECTRICAL SPECIFICATIONS

- Processor: Texas Instrument Sitara™ 3715 series ARM® Cortex™-A8 Processor (800 MHz)
- Memory: 256 MB RAM
- Storage: 8 GB non-volatile NAND Flash onboard
- Expansion: SDHC memory slot, USB host internal embedded expansion slot (for future use)
- Batteries: 11.1 V, 2600 mAh, 28.9 Wh Li-Ion rechargeable pack
  - Battery life of 34 hours under normal operating conditions<sup>1</sup>
  - Full charge in 3.0 hours.
- Notification LEDs: 3 x tri-colored notification LEDs
- Display:
  - 4.2 in (107 mm) landscape VGA display, 640 x 480 pixels
  - Sunlight-readable color TFT with LED backlight, resistive touchscreen
- Keyboard:
  - Full QWERTY keypad with 10-key number pad, directional buttons, and 4 programmable buttons
  - "ABCD" style keypad option with 10-key number pad, directional buttons, and 4 programmable buttons available
- Audio: Integrated speaker and microphone with 3.5 mm stereo headset connection for audio system events, warnings, and notifications
- I/O: USB Host (full speed), USB Client (high speed), DC power port, 9-pin serial RS-232
- Wireless:
  - Integrated Bluetooth 2.0+EDR, integrated Wi-Fi 802.11 b/g
  - Integrated quad-band GSM/GPRS/EDGE: 850/900/1800/1900 MHz
  - 2/6 Mbit/s 3G HSDPA GSM WWAN
  - Integrated 2.4 GHz frequency-hopping spread-spectrum radio modem (optional)
  - Dual band CDMA2000 in Bands BCO and BC1 (800/900MHz)<sup>2</sup>
- Camera / GPS / Compass / Accelerometer:
  - 5 MP auto focus camera with dual white light LED flash, LED flashlight function
  - Integrated GPS (WAAS enabled)
  - Integrated compass
  - Integrated accelerometer

### CERTIFICATIONS

Class B Part 15 FCC certification, CE Mark approval and C-tick approval. RoHS compliant. Bluetooth type approvals and regulations are country specific. MIL-STD-810G, IP 67, MIL-STD-461, PTCRB, GCF compliant, Wi-Fi Alliance certified, AT&T Network Compatible. Country type certifications: USA, Canada, EU, New Zealand, Australia, Brazil. Pending certifications: Malaysia, China (PRC), India, Japan, Republic of Korea, Russia, Taiwan, Thailand, UAE

### RECYCLING INFORMATION

For product recycling instructions and more information, please go to [www.trimble.com/environment/summary.html](http://www.trimble.com/environment/summary.html).

Specifications subject to change without notice.



### NORTH AMERICA

Trimble Navigation Limited  
10368 Westmoor Dr  
Westminster CO 80021  
USA

### EUROPE

Trimble Germany GmbH  
Am Prime Parc 11  
65479 Raunheim  
GERMANY

### ASIA-PACIFIC

Trimble Navigation  
Singapore Pty Limited  
80 Marine Parade Road  
#22-06, Parkway Parade  
Singapore 449269  
SINGAPORE

TRIMBLE AUTHORIZED DISTRIBUTION PARTNER



# *WEST BOUNTIFUL CITY POLICE DEPARTMENT*

Todd L. Hixson  
Chief of Police

550 North 800 West  
West Bountiful, Utah 84087  
Office 801- 292-4487/Fax 801 - 294-3590

Kenneth Romney  
Mayor

## **West Bountiful City Council Report February 21, 2017**

Statistics are from January, 2017; the other information reported is collected between council meetings.

### **Crossing Guards**

No Information to Report

### **Personnel**

Mischelle Robinson celebrated her 5 year anniversary with West Bountiful on March 12, 2017. Mischelle has proven to be a valuable member of our team.

Officer Scheese will complete his field training and be released to full duty on March 23, 2017.

### **EMPAC**

EmPAC meeting was held on March 21, 2017.

### **General Information**

The new body camera system should be installed in the next month.

In conjunction with the Utah Attorney General's Office and multiple law enforcement agencies across the state, we served two search warrants to seize the contents of illegal gambling machines in our city. They are located at the gas station located at 560 W 500 S and the Down Under Club.

# West Bountiful Police Department

## Department Summary

2/1/2017 to 2/28/2017

### Arrests

**42**

Adult	31	73.8%
Juvenile	11	26.2%

### Activities

**1,317**

Admin	173	13.1%
Assist	105	8.0%
Community Relations	6	0.5%
Investigation	87	6.6%
Patrol	156	11.8%
Property	4	0.3%
Security	362	27.5%
Service Call	57	4.3%
Suspicious Activity	29	2.2%
Traffic	335	25.4%
Vehicle Accident	3	0.2%

### Shift Time and Percent Accounted

1031 hr. 32 min.

**63.3%**

### Reports

**282**

CITATION REPORT	109	38.7%
INCIDENT REPORT	117	41.5%
OFFICER INFORMATION	47	16.7%
POLICE VEHICLE IMPOUND	9	3.2%

# Department Summary

## Crime Offenses

**65**

---

ASSAULT	2	3.1%
BURGLARY	3	4.6%
DAMAGE PROPERTY	9	13.8%
DANGEROUS DRUGS	13	20.0%
FAMILY OFFENSE	1	1.5%
FRAUD	3	4.6%
JUVENILE STATUS OFFENSES	1	1.5%
MISSING PERSONS	1	1.5%
PRIVACY VIOLATIONS	3	4.6%
PUBLIC PEACE	1	1.5%
STOLEN VEHICLE	1	1.5%
THEFT	5	7.7%
TRAFFIC OFFENSE	12	18.5%
WARRANT SERVICE	10	15.4%

## Accidents

**6**

## Citation Violations

**145**

---

DUI	2	1.4%
Fix it	45	31.0%
Misdemeanor	17	11.7%
Traffic	57	39.3%
Warning	24	16.6%

6 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public  
7 Notice website and on the West Bountiful City website on March 10, 2017 per state statutory  
8 requirement.  
9

10 **Minutes of the Planning Commission meeting of West Bountiful City held on**  
11 **Tuesday, March 14, 2017 at West Bountiful City Hall, Davis County, Utah.**  
12

13 **Those in Attendance:**  
14  
15

16 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan  
17 Malan, Mike Cottle, Laura Charchenko, and Kelly Enquist (City  
18 Council)  
19  
20

21 **MEMBERS/STAFF EXCUSED:** Vice Chairman Terry Turner,  
22 Corey Sweat (Alternate).  
23

24 **STAFF PRESENT:** Ben White (City Engineer), Cathy Brightwell  
25 (Recorder) and Debbie McKean (Secretary)  
26  
27

28 **VISITORS:** Kelly Mecham, Pete Lodder, Becky Ginos, Nikki  
29 McKean Alvarado and Mike Alvarado with baby Julian.  
30

31 The Planning Commission Meeting was called to order at 7:30 pm. by Chairman Denis  
32 Hopkinson. Chairman Denis Hopkinson offered a prayer.  
33

34 **1. Accept Agenda**  
35

36 Chairman Hopkinson reviewed the agenda. Laura Charchenko moved to accept  
37 the agenda with proposed changes. Mike Cottle seconded the motion. Voting was unanimous in  
38 favor among members present.  
39  
40

41 **2. Consider Conditional Use Application for a Deck Within the Rear Setback at**  
42 **830 West 1320 North**  
43

44 Commissioner packets included a memorandum dated March 14, 2017 from Ben  
45 White regarding the Conditional Use Application for a rear deck for Mecham (Lodder Homes) at  
46 830 West 1320 North with attached site plans for the dwelling and rear deck.

47 Ben White advised the Commissioners that the Conditional Use Permit  
48 application meets the necessary conditions.

49 Chairman Hopkinson reminded the Commissioners of the reasoning behind the  
50 regulations of decks. There was discussion about some slight adjustments that will need to be  
51 made to be in compliance.  
52  
53

54 **ACTION TAKEN:**  
55

56 *Laura Charchenko moved to approve the Conditional Use Application for a rear*  
57 *deck for Kelly Mecham (Lodder Homes) at 830 West 1320 North with the following*  
58 *affirmative findings: the proposed use will not be detrimental to the health, safety, or*  
59 *general welfare of persons residing in the vicinity, or injurious to property in the*  
60 *vicinity, will not inordinately impact schools, utilities, and streets in the area, will*  
61 *provide for appropriate buffering of uses and building, and the use of building*  
62 *materials which are in harmony with the area and compatible with adjoining uses and*  
63 *will comply with the regulations specified in the R1-10 zoning ordinance. The*  
64 *following conditions will be imposed: the entire deck will be a least twenty (20) feet*  
65 *from the rear property line, it will not encroach more than 200 square feet into the*  
66 *setback, the floor of the deck will be no higher than the highest finished floor of the*  
67 *main structure, the portion of the deck that extends into the rear yard setback cannot*  
68 *be covered, and the railing cannot be more than forty-eight (48) inches high and must*  
69 *be less than twenty-five (25) % non-transparent. Mike Cottle the seconded the motion*  
70 *and voting was unanimous in favor among those present.*  
71  
72

73 **3. Consider Conditional Use Application for an Accessory Dwelling Unit (ADU)**  
74 **at 1055 West McKean Lane**  
75

76 Commissioner packets included a memorandum dated March 14, 2017 from Ben  
77 White and Cathy Brightwell regarding a Conditional Use Application for an Accessory Dwelling  
78 Unit at 1055 West McKean Lane with attached site plans.

79 Ben White spoke regarding the conditions of this ADU. Chairman Hopkinson  
80 spoke to the purpose for applying for an ADU to care for family members. Ben White explained  
81 that it must be attached to the main dwelling and look like part of the home. Applicant is in  
82 compliance with all the requirements.  
83

84 **ACTION TAKEN:**

85 *Alan Malan moved to approve the Accessory Dwelling Unit at 1055 McKean Lane*  
86 *for Mike and Nikki Alvarado with the following findings: that the proposed use at the*  
87 *particular location is necessary or desirable to provide a service or facility that will*  
88 *contribute to the general well-being of the neighborhood and the community; use will not*  
89 *be detrimental to the health, safety, or general welfare of persons residing or working in*  
90 *the vicinity or injurious to property or improvements in the vicinity and or accompanying*  
91 *improvements will not inordinately impact schools, utilities, and streets and the*  
92 *conditions to be imposed by the conditional use permit will mitigate the reasonably*  
93 *anticipated detrimental effects of the proposed use and accomplish the purpose of this*  
94 *subsection of Chapter 17.60. The following conditions will be imposed: applicant will*

95 *obtain a building permit, pass all necessary building code inspections, comply with the*  
96 *requirements of WBMC17.82.050 with the current plan being to have the ADU occupied*  
97 *by a non-driving family member; should that change, adequate parking will be provided;*  
98 *the permit is non transferable so if at any time the home is not occupied by the applicant*  
99 *or his immediate family or the applicant sells the property, the permit shall be revoked*  
100 *pursuant to 17.60.080, or if the applicant decides to lease the ADU, they will include, in*  
101 *any lease document, language that the lease will terminate upon the sale of the property.*

102  
103  
104  
105 **4. Public Hearing to Consider Proposed Changes to WBMC Section 17.88.140,**  
106 **Standards for Antennas and Antenna Support Structures Which Allow Increased Height**  
107 **for Cell Towers.**

108 **ACTION TAKEN:**

109 **Laura Charchenko moved to open a public hearing for Proposed Changes to**  
110 **WBMC Section 17.88.140, Standards for Antennas and Antenna Support Structures**  
111 **Which Allow Increased Height for Cell Towers at 7:56 pm. Alan Malan seconded**  
112 **the motion and voting was unanimous in favor.**

113 **PUBLIC COMMENT: none**

114 **ACTION TAKEN:**

115 **Mike Cottle moved to close the public hearing at 7:57 pm. Laura Charchenko**  
116 **seconded the motion and voting was unanimous in favor.**

117  
118 **5. Consider Proposed Changes to WBMC Section 17.88.140, Standards for**  
119 **Antennas and Antenna Support Structures.**

120 Commissioner packets included a memorandum dated March 10, 2017 from  
121 Duane Huffman and Ben White regarding Cell Phone Tower Height with proposed language  
122 changes to the current ordinance and diagrams from Verizon Wireless.

123 Chairman Hopkinson showed an example of a cell tower located in the southwest  
124 that was decorated to look like a water tower. He strongly suggested that city council consider  
125 asking for something similar that fits with our western way of life.

126 **ACTION TAKEN:**

127 *Laura Charchenko moved to recommend to city council approval of the changes to*  
128 *WBMC Section 17.88.140 Standards for Antennas and Antenna Support Structures. Alan*  
129 *Malan seconded the motion and voting was unanimous in favor.*

130

131 **6. Public Hearing to Consider Proposed Changes to WBMC Chapter 17.68,**  
132 **Planned Unit Developments.**

133 **ACTION TAKEN:**

134 **Laura Charchenko moved to go into a public hearing to hear comment on**  
135 **proposed changes to Planned Unit Development (PUD) Ordinance at 8:00 pm.**  
136 **Mike Cottle seconded the motion and voting was unanimous in favor.**

137 **PUBLIC COMMENT:** none

138 **Mike Cottle moved to close the public hearing with no public comment at 8:01**  
139 **pm. Alan Malan seconded the motion and voting was unanimous in favor.**

140

141 **7. Consider Proposed Changes to WBMC Chapter 17.68, Planned Unit**  
142 **Developments.**

143 A short discussion took place regarding the “payment in lieu of” language that  
144 had previously been removed from the final draft and whether it was better to be silent on the  
145 issue or add language that prohibits it. It was decided to include prohibitive language in the  
146 document again.

147 Chairman Hopkinson asked that a clean copy of the approved final draft be sent to  
148 the City Council for consideration.

149 **ACTION TAKEN:**

150 *Laura Charchenko moved to recommend to city council approval of the changes to*  
151 *WBMC Chapter 17.68 Planned Unit Developments for their consideration including*  
152 *adding language that prohibits cash payments in lieu of constructing improvements or*  
153 *other requirements as discussed above. Alan Malan seconded the motion and voting was*  
154 *unanimous in favor.*

155

156 **8. Public Hearing to Consider Proposed Changes to Construction Standards**  
157 **and Specifications Specific to West Bountiful Which Supplement The American Public**  
158 **Works Association Specifications.**

159 **ACTION TAKEN:**

160 *Mike Cottle moved to open the public hearing to hear comments on Proposed*  
161 *Changes to Construction Standards and Specifications Specific to West Bountiful and*  
162 *that supplement The American Public Works Association Specifications at 8:10 pm. Alan*  
163 *Malan seconded the motion and voting was unanimous in favor.*

164 **PUBLIC COMMENT:** None

165 *Laura Charchenko moved to close the public hearing with no public comment at 8:11*  
166 *pm. Alan Malan seconded the motion and voting was unanimous in favor.*

167

168 **9. Consider Changes to Construction Standards and Specifications for West**  
169 **Bountiful.**

170 A short discussion took place regarding the changes and additions made to this  
171 document. Commissioners are happy with the final draft.

172 **ACTION TAKEN:**

173 *Alan Malan moved to recommend to city council approval of the changes made to the*  
174 *Construction Standards and Specifications specific to West Bountiful City and that*  
175 *supplement the American Public Works Association Specifications and forward the*  
176 *document to the City Council for their review and approval. Laura Charchenko*  
177 *seconded motion and voting was unanimous in favor.*

178

179 **10. Discuss Zoning In The Northwest Section Of City.**

180 Ben White explained that the recent rezone for Hamlet Homes did not include the  
181 adjoining lots due to the way the public hearing was noticed. He suggested that it makes sense to  
182 include the remaining three lots in a rezone so that the entire area south of Porter Lane is R-1-22.  
183 Nobody has requested such at this time, but it could be helpful to them in the future so  
184 Commission can either act on it or not.

185 He added that the area to the north is still A-1 and provided a drawing that shows what  
186 the area might look like if it also was rezoned to R-1-22.

187 Further discussion on this matter will take place in an upcoming meeting

188

189 **11. Staff Report**

190 **Ben White**

191 • *There is an applicant on 500 South who owns the Overnight business and*  
192 *wants to expand. He wants to build a warehouse business but the Commercial*  
193 *General zone does not allow it. The area could be rezoned to Commercial*  
194 *Highway which allows warehousing, and we would suggest the rezone go all*  
195 *the way to I 15 to be consistent with the rest of the zoning on 500 South.. Ben*  
196 *will be meeting with them tomorrow.*

197 **Cathy Brightwell**

198 • *Land Use Training will be held on March 25 for appointed and elected*  
199 *officials again. If anyone is interested in going, let her know.*  
200

201 **12. Approval of Minutes dated February 28, 2017**

202  
203 **ACTION TAKEN:**  
204

205 *Mike Cottle moved to approve of the minutes of the February 28, 2017 meeting.*  
206 *Alan Malan seconded the motion and voting was unanimous in favor.*  
207

208  
209 **13. Adjournment**  
210

211  
212 **ACTION TAKEN:**  
213

214 *Alan Malan moved to adjourn the regular session of the Planning Commission*  
215 *meeting at 8:30 pm. Laura Charchenko seconded the motion. Voting was unanimous*  
216 *in favor.*  
217

218 .....

219  
220  
221 *The foregoing was approved by the West Bountiful City Planning Commission on March 14,*  
222 *2017, by unanimous vote of all members present.*

223  
224 \_\_\_\_\_  
225 \_\_\_\_\_  
226 *Cathy Brightwell – City Recorder*  
227

1 **Minutes of the West Bountiful City Council meeting held on Wednesday, March 7, 2017 at**  
2 **West Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

3  
4 Those in attendance:

5  
6 **MEMBERS:** Mayor Ken Romney, Council members James Ahlstrom, Kelly Enquist,  
7 James Bruhn, Mark Preece, and Andrew Williams

8  
9 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Police Chief  
10 Todd Hixson, Cathy Brightwell (City Recorder). Ben White (City Engineer), Steve  
11 Maughan (Public Works Director), Paul Holden (Golf Director), Josh Virostko (Golf  
12 Superintendent), Dallas Green (Asst. Golf Pro), Riley Morgan (Asst Superintendent)

13  
14 **GUESTS:** Alan Malan, Reed & Bobbi Gardner, Gordon Carter, Jeffery Olsen, Brady  
15 Nowers, Michael Brodsky

16  
17  
18 Mayor Romney called the regular meeting to order at 7:33 pm.

19  
20 Andy Williams offered a prayer; Kelly Enquist led the Pledge of Allegiance.

21  
22 **1. Accept Agenda.**

23 **MOTION:** *James Bruhn Moved to Accept the Agenda as posted; James Ahlstrom*  
24 *Seconded the Motion which PASSED by Unanimous Vote of all Members*  
25 *Present.*

26  
27 **2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a**  
28 **group).**

29  
30 No public comments were offered.

31  
32 **3. Public Hearing to Vacate a Public Utility Easement on the North Boundary of 741 W**  
33 **845 North.**

34 **MOTION:** *Mark Preece Moved to Open the Public Hearing. James Ahlstrom*  
35 *Seconded the Motion which PASSED by Unanimous Vote of all Members*  
36 *Present.*

37  
38 Ben White explained that the developer and the owner of Lot 4 in Stringham Farm  
39 Subdivision have completed a lot line adjustment to allow a little more buildable area on Lot 4, but  
40 in order for the newly acquired area to be buildable as desired a public utility easement must be  
41 relocated.

43 No public comments were offered.

44  
45 **MOTION:** *James Bruhn Moved to Close the Public Hearing. Andy Williams Seconded*  
46 *the Motion which PASSED by Unanimous Vote of all Members Present.*  
47

48 **4. Consider Resolution 409-17, A Resolution Authorizing the Mayor to Execute the**  
49 **Vacation of the North Public Utility Easement at 741 W 845 North.**

50  
51 There was general discussion about relocating the easement. Ben White commented that  
52 before the easement can be vacated, releases from the required utility companies must be received.

53  
54 **MOTION:** *James Ahlstrom made a Motion to Adopt Resolution 409-17 Authorizing*  
55 *the Mayor to Execute the Vacation of the North Public Utility Easement*  
56 *at 741 W 845 North. James Bruhn Seconded the Motion Which Passed.*

57 The vote was recorded as follows:

58 James Ahlstrom – Aye  
59 James Bruhn – Aye  
60 Kelly Enquist – Aye  
61 Mark Preece – Aye  
62 Andy Williams – Aye  
63

64 **5. Consider Ordinance 390-17, An Ordinance Rezoning the Southeast Corner of Porter**  
65 **Lane and 1100 West from A-1 (1 Acre) to R-1-22 (1/2 Acre).**

66  
67 Ben White gave a brief history of the issue. In January, Hamlet Homes made application to  
68 rezone the property at the southeast corner of Porter Lane and 1100 West from A-1 to R-10 which  
69 the planning commission recommended to deny following the public hearing. Shortly thereafter,  
70 Hamlet Homes made a new application to rezone the property from A-1 to R-1-22. After a new  
71 public hearing, the planning commission recommended approval.

72 There was discussion about the general plan and a desire to maintain a rural buffer along  
73 Legacy Highway. Mr. White explained that due to the challenges of public utility easements and  
74 overhead power lines, the lots on the west side of this land will likely be larger than half acre.

75 Council member Williams received a letter from neighboring property owner, Kellen Frey,  
76 opposing the rezone.

77 In discussion, council members did not find the request problematic, and there was comment  
78 that it further matched the existing zones which have generally been A-1 west of 1100 West, R-1-22  
79 between 1100 West and Prospector Trail, and R-1-10 on the east side of the residential district of  
80 the city.

81 Michael Brodsky, owner of Hamlet Homes, said he made a mistake by originally requesting  
82 the R-1-10 zone before better understanding the sentiment of West Bountiful. This proposal is more  
83 appropriate. He said there are still some environmental issues on the property, but he did not want  
84 to invest additionally until the property was rezoned. He added that he has talked with the adjacent  
85 property owner to the south and is not sure if it will be included in a potential project.

86

87 **MOTION:** *James Ahlstrom made a Motion to Adopt Ordinance 390-17 Rezoning the*  
88 *Southeast Corner of Porter Lane and 1100 West from A-1 (1 Acre) to R-1-*  
89 *22 (1/2 Acre). Mark Preece Seconded the Motion Which Passed.*

90 The vote was recorded as follows:

91 James Ahlstrom – Aye  
92 James Bruhn – Aye  
93 Kelly Enquist – Aye  
94 Mark Preece – Aye  
95 Andy Williams – Aye  
96

97 **6. Consider Final Plat Approval for Olsen Farms 5A for Jeff Olsen at 1752 N 1100 West.**  
98

99 Ben White explained that Jeff Olsen is seeking final plat approval for a one acre parcel  
100 situated between 1100 West and Eagle Glenn Circle. Mr. Olsen received the property from his  
101 grandmother which was set up to be cut into 2 - ½ lots; he is now ready to move forward and build a  
102 home. Following a public hearing in February 2016, planning commission recommended approval  
103 of the final plat, including the installation of roadside improvements (curb and sidewalk) on 1100  
104 West.

105 Mr. Olsen stated that he is good with the subdivision requirements but is concerned about  
106 the house he intends to build. To get a daylight basement, the home as designed needs to be about  
107 thirty-eight feet high which is taller than the thirty-five foot maximum allowed in the zoning  
108 ordinance. He commented that the home behind him appears to be over forty feet tall. Mr. Huffman  
109 explained that a variance may be requested, but it is generally very hard to meet the standards that  
110 would allow the Council to grant a variance; another option would be a change to the ordinance.

111

112 **MOTION:** *Andy Williams made a Motion to Approve the Final Plat for Olsen Farms*  
113 *5A at 1752 N 1100 West as recommended by staff and Planning*  
114 *Commission. James Bruhn Seconded the Motion Which Passed.*

115 The vote was recorded as follows:

116 James Ahlstrom – Aye  
117 James Bruhn – Aye  
118 Kelly Enquist – Aye  
119 Mark Preece – Aye  
120 Andy Williams – Aye

121 **7. Public Hearing to Amend the Fiscal Year 2016-2017 Budget.**

122 **MOTION:** *James Ahlstrom Moved to Open the Public Hearing. Mark Preece*  
123 *Seconded the Motion which PASSED by Unanimous Vote of all Members*  
124 *Present.*

125  
126 No public comments were offered.

127  
128 **MOTION:** *James Bruhn Moved to Close the Public Hearing. Andy Williams Seconded*  
129 *the Motion which PASSED by Unanimous Vote of all Members Present.*

130  
131 **8. Consider Resolution 410-17, A Resolution Enacting the First Amendment to the FY**  
132 **2016-2017 Budget**

133  
134 Duane Huffman explained that the amendments proposed to the General Fund have not  
135 changed from what was presented at the last meeting.

136  
137 **MOTION:** *James Ahlstrom made a Motion to Adopt Resolution 410-17 Enacting the*  
138 *First Amendment to the FY 2016-2017 Budget. James Bruhn Seconded the*  
139 *Motion Which Passed.*

140 The vote was recorded as follows:

141 James Ahlstrom – Aye  
142 James Bruhn – Aye  
143 Kelly Enquist – Aye  
144 Mark Preece – Aye  
145 Andy Williams – Aye  
146

147 **9. Consider Resolution 411-17, A Resolution Delegating Authority To Finalize The Terms**  
148 **And Conditions Of The Issuance And Sale By The Issuer Of Its Water Revenue**  
149 **Refunding Bonds, Series 2017 Authorizing The Execution By The Issuer Of A**  
150 **Supplemental Indenture Of Trust, And Other Documents Required In Connection**  
151 **Therewith; Authorizing And Approving A Bond Purchase Agreement; And**  
152 **Authorizing The Taking Of All Other Actions Necessary To The Consummation Of**  
153 **The Transaction Contemplated By This Resolution And Related Matters.**

154  
155 Duane Huffman explained that the Bonds went out to bid and this resolution authorizes the  
156 City to proceed. Council member Bruhn clarified that the city is not lengthening the term of the  
157 note or getting new money; we are getting a lower interest rate and saving the city money.

158  
159 **MOTION:** *James Bruhn made a Motion to Adopt Resolution 411-17 Delegating*  
160 *Authority To Finalize The Terms And Conditions Of The Issuance And*

161                                    *Sale By The Issuer Of Its Water Revenue Refunding Bonds, Series 2017*  
162                                    *Authorizing The Execution By The Issuer Of A Supplemental Indenture Of*  
163                                    *Trust, And Other Documents Required In Connection Therewith;*  
164                                    *Authorizing And Approving A Bond Purchase Agreement; And*  
165                                    *Authorizing The Taking Of All Other Actions Necessary To The*  
166                                    *Consummation Of The Transaction Contemplated By This Resolution And*  
167                                    *Related Matters. Andy Williams Seconded the Motion which Passed.*

168                                    The vote was recorded as follows:  
169                                    James Ahlstrom – Aye  
170                                    James Bruhn – Aye  
171                                    Kelly Enquist – Aye  
172                                    Mark Preece – Aye  
173                                    Andy Williams – Aye  
174

175 **10. Consider Resolution 412-17, A Resolution Assigning Council Member Enquist to the**  
176 **Planning Commission.**

177  
178                                    James Ahlstrom stated that as the council liaison he does not believe this Resolution is  
179 necessary. There was some discussion on the issue.  
180

181                                    **MOTION:**    *James Bruhn made a Motion to Adopt Resolution 412-17 Assigning*  
182                                    *Council Member Enquist to the Planning Commission. Andy Williams*  
183                                    *Seconded the Motion which Passed by a vote of 3-2, with James Ahlstrom*  
184                                    *and Kelly Enquist voting Nay.*  
185

186 **11. Consider Purchase Approval for Chemical Storage Locker at Lakeside Golf Course.**  
187

188                                    Duane Huffman explained that chemical storage at Lakeside Golf Course was noted as  
189 inadequate in the 2014 safety inspection conducted by the Utah Local Government Trust, and since  
190 then the city has worked to find and budget a reasonable solution. The fiscal year 2017 budget  
191 includes \$12,200 for chemical storage. We looked at multiple options and based on the final cost  
192 and usability, staff recommends the purchase of the AG1200 Chemical Storage Locker for a total  
193 cost of \$11,999 which includes locker, exhaust system and shipping.

194                                    The City’s procurement code requires that purchases of \$10,000 or more first be approved  
195 by the City Council.  
196

197                                    **MOTION:**    *James Bruhn made a Motion to Approve the Purchase for a Chemical*  
198                                    *Storage Locker at Lakeside Golf Course. Andy Williams Seconded the*  
199                                    *Motion which Passed by unanimous vote.*  
200

201 **12. Lakeside Golf Course 2016 Season Report.**

202  
203 Paul Holden presented the 2016 Season Report for Lakeside Golf Course. The golf course  
204 continued to experience success during the 2016 season despite challenges like a very wet spring  
205 and one of the hottest summers on record. Course staff believes the success can be attributed to our  
206 continued emphasis on excellent customer service, excellent course conditions and the effective  
207 improvements to the golf course. We expect to enjoy continued success at Lakeside Golf Course.

208 There was discussion regarding financials, and Mr. Holden explained that driving range  
209 rates were increased and we have sold more merchandise. He said he is proud that the total rounds  
210 number has been consistently over 50,000 for the past two years and that Leagues have seen  
211 significant growth.

212 To continue to build on 2016's success, Mr. Holden talked about his plans to establish and  
213 execute an efficient advertising plan; use flexibility in pricing and promotions to maximize weekly  
214 revenue figures; increase membership in all leagues; retain tournaments from last season while  
215 scheduling an additional 5 new tournaments; continue emphasis on customer service, and continue  
216 targeted course and amenity improvements that deliver returns on investment.

217 He discussed long and short term needs and answered questions about several line items on  
218 the expense and revenue sheets. He commented that we currently have 60 carts and need to  
219 eventually increase to 70-72 as we frequently run out on weekends and rent carts for the largest  
220 tournaments. However, we will need additional space to store more carts as the cart barn is at  
221 capacity.

222 Mr. Holden concluded by saying the course has improved significantly and has gained a  
223 good reputation in the area. People love to play at Lakeside, the greens are in excellent shape and  
224 it's great for beginners which makes it attractive to corporate tournaments.

225 There will be more detailed discussion about the needs of the Course during upcoming  
226 budget sessions.

227  
228 **13. Public Works/Engineering Report.**

229  
230 Ben White

- 231 • Questar continues its work all over the City. The lines that cross the golf course will be  
232 bored from Jessi's Meadow to Lane Beattie's property, and Questar will need a place  
233 about 100 feet long to put the bore machine. They are also working on feeder pipes on  
234 1200 North, and setting up for a main line on Porter Lane. They have yet to finalize  
235 portions of the design which is concerning to us, and they continue to do a lot of  
236 potholing to see where to go.

237  
238  
239

240 Steve Maughan

- 241 • We are busy keeping up with Questar and will watch them closely through the summer.  
242 He has told them what we expect as far as road repairs; we will insist on the appropriate  
243 standards.  
244 • He added that use at the Park has increased with good weather so we opened the  
245 restrooms and the heaters are working well.  
246 • The 1200 North Legacy trailhead bridge that was covered with graffiti was cleaned as  
247 best we could and Scouts plan to paint it next weekend.  
248

249 **14. Administrative/Finance Report.**

- 250 • Independence Day parade planning is underway and the applications are now on the  
251 website. Council members will be responsible for arranging cars to ride in the parade.  
252 • There will be a budget work session at 6:00 pm on March 21 to discuss FY 2018 budget.  
253 • The City issued an RFP for audit services today.  
254 • We received two bids for our Parks Master Plan project.  
255

256 **15. Mayor/Council Reports.**

257

258 Kelly Enquist reported that planning commission discussed cell towers and there were  
259 questions about whether having more than one vendor on a tower would require the addition of  
260 more buildings.  
261

262 Andy Williams reported that the Youth Council worked on pantry packs to be donated to the  
263 Bountiful Pantry. They made about 200 packs. They are now stuffing eggs for the Easter Egg  
264 Scramble in April with a goal of 5000 eggs.  
265

266 James Bruhn reminded members of the Arts Council concert this Friday showcasing the  
267 Maloy family.

268 He reported that Wasatch Integrated voted to close the waste energy facility, effective May  
269 3. The plan now is to build a transfer station and haul waste to the Bayview Landfill which is  
270 ninety miles south. Factors that contributed to the decision include the costly upgrades needed by  
271 the facility and the loss of the Hill AFB contract for steam. The hardest part in the decision is that  
272 thirty-five employees will be let go.  
273

274

274 Mark Preece – no report.  
275

276

276 James Ahlstrom – no report.  
277

278 Mayor Romney reported that the fire district is looking at purchasing land for a new  
279 Centerville station rather than rebuilding on-site.

280

281 **16. Approve Minutes from the February 21, 2017, City Council Meeting.**

282 **MOTION:** *James Ahlstrom Moved to Approve the Minutes of the February 7, 2016*  
283 *meeting as corrected. Andy Williams seconded the Motion which PASSED*  
284 *by Unanimous Vote of All Members Present.*

285

286 **17. Adjourn.**

287

288 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*  
289 *Council at 9:10 p.m. James Ahlstrom seconded the Motion which PASSED*  
290 *by unanimous vote of all members present.*

291

292

293

294 *The foregoing was approved by the West Bountiful City Council on Tuesday, March 21, 2017.*

295

296

297

298 \_\_\_\_\_  
Cathy Brightwell (City Recorder)