

# BOUNTIFUL CITY COUNCIL

TUESDAY, April 25, 2023

**6:00 p.m. – Work Session**

**7:00 p.m. - Regular Session**

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

*Bountiful City Council meetings, including this meeting, are open to the public. The meeting is also available to view online, and the link will be available on the Bountiful City website homepage ([www.bountifulutah.gov](http://www.bountifulutah.gov)) approximately one hour prior to the start of the meeting.*

## AGENDA

### **6:00 p.m. – Work Session**

1. Bountiful Fiber Project Update – Mr. Gary Hill p. 3

### **7:00 p.m. – Regular Session**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meetings held April 11, 2023 p. 7
4. Council reports
5. Consider approval of expenditures greater than \$1,000 paid March 27 & April 3 & 10, 2023 p. 13
6. High School student recognition
7. Consider approval of a five-year commercial lease agreement with FiiZ Drinks Holding LLC – Mr. Francisco Astorga p. 17
8. Consider approval of a lot line adjustment for Lot 208, Lot 209 and the City-owned property located at 4316 South Summerview Circle and 4322 South Summerview Circle – Mr. Lloyd Cheney p.27
9. Consider preliminary approval of the Bement Subdivision located at 1400 East Canyon Creek Drive – Mr. Lloyd Cheney p. 33
10. Adjourn

  
City Recorder



# City Council Staff Report



**Subject:** Bountiful Fiber Project - Update  
**Author:** Gary Hill  
**Department:** Administration  
**Date:** 4/25/2023

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## **Background**

In spring 2020 at the request of residents, Bountiful City began exploring the need, demand, and desirability of fiber-based broadband services in Bountiful. The COVID-19 pandemic had recently forced residents to seek more online services such as education and remote work access. City elected officials and staff began hearing more from concerned citizens about their frustrations and difficulty of obtaining reliable and high-quality internet services in Bountiful.

Beginning Fall 2020, members of the City Council and city staff had conversations with incumbent providers about their ability and willingness to provide fiber and/or reliable high speed connections to all parts of Bountiful. These conversations continued sporadically through at least May 2021. Although we are aware of small expansion projects, we were unsuccessful in obtaining service area maps, data about speeds or reliability, or commitments to improve services to residents.

In February 2021, the Mayor and City Council requested that staff explore options of providing fiber internet services to all homes and businesses in Bountiful City.

In April 2021, a ***Request for Information*** was released to potential fiber providers. Four possible providers were interviewed. During the interviews, the providers discussed options available to the City and shared their proposals. These fiber optic network options included:

- *Provider-Owned and Operated*
- *City-Owned and Operated*
- *City-Owned and Provider-Operated*

In August 2021 the results of the RFI were shared with the Mayor and Council. Potential benefits of a City-owned network were discussed. The council approved engaging the services of Magellan Advisors to perform a Feasibility Study. The results of this study were presented at the council meeting on May 24, 2022. Details can be found in our meeting minutes and on our city webpage.

On June 22, 2022, the City Council tasked staff with issuing a ***Request for Proposals (RFP)*** for a fiber provider to build and operate a city-owned fiber network. The ideal partner would have experience in both areas and a track record of cost-effective and rapid deployment. Over the next several months City staff worked with partners Keller and Heckman to develop the RFP. It was released on November 1, 2022.

On December 12, 2022, two qualified firms were identified. They were interviewed in December by an internal review team consisting of staff and councilmember Richard Higginson.

On January 10, 2023 the team’s findings were shared with the City Council who directed staff to begin contract negotiations with UTOPIA Fiber. Since that time staff and UTOPIA have been working through contract details. A draft of the contract should be available for the Council to review this week, with contract approval tentatively scheduled for May 9, 2022.

Financing for the project will need to be secured shortly after contract approval. On March 14, 2023 the City’s current financial advisor Jason Burningham (Lewis, Young, Robertson, and Burningham) presented financing scenarios to the City Council. Staff is currently working with Jason and LYRB to develop an excise tax-backed bond ranging between \$45 and \$50 million. The debt service for the bond will be paid for using system revenues. It is intended that the City’s sales and use tax revenue will be used to back the bonds in order to obtain the most favorable interest rate and financing terms.

**Analysis**

The work session on May 25<sup>th</sup> will serve two purposes. The first portion of the meeting will feature representatives from UTOPIA Fiber to discuss UTOPIA’s marketing plan with the City Council. The marketing and outreach will be critical components of the City Bountiful Fiber rollout.

The second half of the meeting will available to discuss remaining items in the operating and construction agreement with UTOPIA Fiber. Below are listed a few of the contract and financing items that the Council may want to discuss.

**Philosophy**

The purpose of the City’s involvement with fiber is to provide a competitive marketplace for internet service providers through an open access network. Resident requests and sentiment (provided by direct resident requests and the Magellan feasibility study) demonstrate a need for city involvement to provide adequate competitive, reliable broadband services. It is the intent of the Bountiful Fiber program for the services to pay for themselves through user revenues and to use those revenues for the benefit of the fiber customers.

## **Bonding**

- Bountiful will issue bonds generating between \$45 million and \$50 million to pay for construction of the network.
- Based on conservative estimates of take rates provided by UTOPIA, Bountiful Fiber should have enough customers to generate a profit above debt service beginning in year five.
- Net revenues will be used to pay off the bond as soon as possible. It is the intent of the City to prepay the bond well in advance of the 30-year term. All excess system revenues will be used to achieve the goal of repaying obligations as soon as possible and to then make rates as affordable for users as possible.

## **Contract Terms with UTOPIA**

- Bountiful City will engage UTOPIA Fiber to build, operate, and maintain a fiber network owned by the residents of Bountiful for an initial term of 10 years.
- Construction is anticipated to take 2-3 years. Customers in certain areas will have access to fiber within 18 months (or better) of construction beginning. Substantial completion will mean providing 95% or more of potential end users with access to Bountiful Fiber. The contract price of \$45,432,000 will include installations to approx. 7,400 users in the network area (40% take rate). Bountiful will be responsible to pay for connections above that amount.
  - A proforma model projecting fees, revenues, and take rates indicates a take rate of 35% is the “break even” number.
- Fees to residential customers will be equal to or competitive with fees charged by other UTOPIA/UIA cities. **The following are preliminary estimates:**
  - 250 Mbps      \$70-\$78
  - 1 Gbps         \$80-\$90
  - 10 Gbps        \$220-\$250
- From those amounts, Bountiful will retain \$35-\$40 for debt service and an additional \$6.50 to be placed in capital reserve for refreshment of infrastructure.
- Fees to non-residential customers will be the same as currently offered by UTOPIA.
- UTOPIA has a certain amount of infrastructure and a number of non-residential customers in Bountiful already. The City will purchase these from UTOPIA at the time the contract is executed. Customer revenue will Bountiful’s from that time forward.

## **Department Review**

This report was prepared by the City Manager with assistance from various departments.

## **Significant Impacts**

A successful fiber project in Bountiful could positively impact every citizen, business, and city department.

**Recommendation**

This item is informational only. No formal action will be requested at this time.

**Attachments**

None

Minutes of the  
BOUNTIFUL CITY COUNCIL  
April 11, 2023 – 7:00 p.m.

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

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

Present:	Mayor	Kendalyn Harris
	Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	Planning Director	Francisco Astorga
	IT Director	Greg Martin
	Streets Director	Charles Benson
	Power Director	Allen Johnson
	Senior Planner	Amber Corbridge
	Recording Secretary	Maranda Hilton

**WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

Mayor Harris called the meeting to order at 7:04 p.m. and welcomed those in attendance. Mr. Bryan Potts, Bountiful Community Service Council, led the Pledge of Allegiance and Mr. Matt Murri, Bountiful 14<sup>th</sup> Ward bishopric, offered a prayer.

**PUBLIC COMMENT**

The public comment section was opened at 7:06 p.m.

Mr. Richard Watson suggested that spring clean-up be moved from the first week of April to the last week of April, to give residents more time to prepare for it.

Mr. Scott Albertson (1488 North 350 West) made a complaint about the condition of his street after the roads were patched some months ago. He said the patch is failing and causing sinkage and potholes which are a safety hazard. He also said that the curb and gutter is in bad shape, causing lots of standing water and contributing to a mosquito problem. He expressed his concern that these issues were not being addressed in a timely manner. Mr. Lloyd Cheney, City Engineer, invited Mr. Albertson to the foyer to discuss the issues in more depth following his comments to the Council.

1 Mr. Gary Davis (2814 South 500 West) stood to let everyone know that the second week of  
2 April is “National Public Safety Telecommunicators Week” and offered his sincere appreciation for  
3 the dispatchers who serve our community. He encouraged everyone to show their respect and honor  
4 for public safety dispatchers and the sacrifice they make to keep our communities safe.

5  
6 The public comment section was closed at 7:12 p.m.

7  
8 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD MARCH 14, 2023**

9 Councilmember Bahr made a motion to approve the minutes and Councilmember Bradshaw  
10 seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw,  
11 Higginson and Price-Huish voting “aye.”

12  
13 **COUNCIL REPORTS**

14 Councilmember Price-Huish did not have a report.

15 Councilmember Bell reported that the Toast concert last night was a near sell-out and thanked  
16 Mr. Watson for organizing it. He also announced that there will be three public outreach events for  
17 the Bountiful General Plan update on April 12 and April 17 at City Hall at 6:00 p.m., and April 27 at  
18 the BDAC at 6:00 p.m. He encouraged everyone to come and give their input.

19 Councilmember Bradshaw announced that the Davis School District has invited SDRD Board  
20 members to attend their board meeting next week as they continue the dialogue about school district  
21 contributions for pool maintenance. She encouraged others to attend as well.

22 Councilmember Higginson did not have a report, but asked Councilmember Bradshaw if the  
23 entire Council could attend. She answered that it is a public meeting and she believes they could all  
24 attend if they want to. Mr. Clinton Drake, the City Attorney confirmed that. Councilmember  
25 Higginson also thanked all the Councilmembers for taking time to attend the many budget hearings  
26 recently.

27 Councilmember Bahr did not have a report.

28  
29 **BCYC REPORT**

30 Ms. Olivia Springer, BCYC City Recorder, reported that the Bunny Hop had around 1,000  
31 attendees and the council prepared 3,000 eggs for the event. She said that some of the BCYC  
32 members were able to usher for the Toast concert the previous evening. The next big event will be the  
33 “Stomp on Main” event for all high school students, including incoming freshman. She said  
34 admission is free with proof of student status. Applications for the BCYC will close on Saturday, and  
35 they have received 56 applications so far.

36  
37 **CONSIDER APPROVAL OF:**

38 **A. EXPENDITURES GREATER THAN \$1,000 PAID MARCH 6, 13, & 20, 2023**

39 **B. FEBRUARY 2023 FINANCIAL REPORT**

40 Councilmember Higginson made a motion to approve the expenditures paid March 6,  
41 13 & 20, 2023, and the February 2023 financial report. Councilmember Bell seconded the  
42 motion, which passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-  
43 Huish voting “aye.”

44  
45 **PRESENTATION OF TOWN SQUARE AWARD – MS. JAMIE YOUNG, PRESIDENT,**  
46 **URPA**

1 Ms. Jamie Young, President of the Utah Recreation and Parks Association (URPA) explained  
2 that URPA is celebrating its 72<sup>nd</sup> year. She said that URPA accepts nominations each year which  
3 focus on facilities that meet a community need, use green construction materials, include innovative  
4 elements, utilize alternative funding sources, increase the value of the community, and support the  
5 mission of the Association. She said that the Ice Ribbon at Town Square really helped fill a need in  
6 the community with the high demands on the ice rink at the recreation center, and commended the  
7 City for consistently partnering with other entities to create parks and recreation opportunities that  
8 add a lot of value for residents.

9 Ms. Young presented Mayor Harris with the URPA award for the Ice Ribbon. Mayor Harris  
10 thanked Ms. Young and her associate, Scott MacDonald, for coming to present the award and  
11 honored Mr. Lloyd Cheney, Mr. Gary Hill and other staff members for their countless hours of work  
12 on the ice ribbon project. She also thanked the City Councilmembers who voted in favor of creating  
13 Town Square and expressed how proud the City was to receive this award.

14  
15 **CONSIDER APPROVAL OF THE APPOINTMENT OF DALANE ENGLAND TO THE**  
16 **BOUNTIFUL COMMUNITY SERVICE COUNCIL - MAYOR KENDALYN HARRIS**

17 Mayor Harris presented Ms. Dalane England for consideration to be appointed to the  
18 Bountiful Community Service Council. She explained that Ms. England’s involvement in Freedom’s  
19 Light would make her a wonderful liaison between the two groups.

20 Mr. Bryan Potts, BCSC Chair, agreed, and added that Ms. England is quite a force and that  
21 she will be a welcome addition.

22 Councilmember Bahr made a motion to approve the appointment of Ms. Dalane England to  
23 the Bountiful Community Service Council and Councilmember Higginson seconded the motion,  
24 which passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

25  
26 **CONSIDER APPROVAL OF ACCEPTING THE PROPOSAL FROM ADVANCE PAVING**  
27 **AT THE UNIT PRICES NOTED – MR. LLOYD CHENEY**

28 Mr. Lloyd Cheney explained that every year the Engineering and Streets Departments  
29 compile a package of larger street overlay projects and contract it out. This year they were lucky to  
30 receive nine bids and are happy to recommend the low bid from Advance Paving for approval.

31 Councilmember Higginson made a motion to approve the proposal from Advance Paving at  
32 the unit prices noted and Councilmember Bell seconded the motion, which passed with  
33 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

34  
35 **CONSIDER APPROVAL OF THE PURCHASE OF 40 DESKTOP COMPUTERS FROM**  
36 **NETWIZE IN THE AMOUNT OF \$55,730 – MR. GREG MARTIN**

37 Mr. Greg Martin explained that the IT Department maintains a five-year replacement program  
38 for all City computers, and that this year there are 45 computers nearing “end-of-life.” He  
39 recommended accepting the bid from Netwize for 45 desktop computers.

40 Councilmember Price-Huish made a motion to approve the purchase of the desktop computers  
41 from Netwize and Councilmember Bahr seconded the motion. The motion passed with  
42 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

43  
44 **CONSIDER APPROVAL OF THE PURCHASE OF 78 POWER POLES FROM STELLA**  
45 **JONES IN THE AMOUNT OF \$98,982 – MR. ALLEN JOHNSON**

1 Mr. Allen Johnson explained that the Power Department would like to purchase more power  
2 poles for their inventory to ensure they can keep up with their rate of replacement. He explained that  
3 these items are single-source because the Department prefers to purchase butt-treated poles, which  
4 are safer for our linemen to climb. Stella-Jones is the only company who still manufactures these  
5 poles.

6 Councilmember Bradshaw made a motion to approve the purchase of power poles from Stella  
7 Jones and Councilmember Price-Huish seconded the motion. The motion passed with  
8 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
9

10 **CONSIDER APPROVAL OF THE BID FROM AMERICOM TECHNOLOGY INC. IN THE**  
11 **AMOUNT OF \$209,345 FOR DIRECTIONAL BORING – MR. ALLEN JOHNSON**

12 Mr. Johnson explained that the Power Department has identified a few streetlight and  
13 distribution projects they would like to bid out and are happy to recommend approval of the low bid  
14 from Americom Technology in the amount of \$209,935.

15 Councilmember Higginson made a motion to approve the bid from Americom Technology  
16 Inc. for directional boring and Councilmember Bell seconded the motion. The motion passed with  
17 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
18

19 **CONSIDER APPROVAL OF A CLASS D ALCOHOL LICENSE FOR ROBINTINO’S, 1385**  
20 **SOUTH 500 WEST, NATALIE BRUCE, APPLICANT – MS. AMBER CORBRIDGE**

21 Ms. Amber Corbridge explained that Ms. Tali Bruce, the owner of Robintino’s restaurant, has  
22 applied for a liquor license for the restaurant. She pointed out that the staff report incorrectly  
23 identified the application as a Class D alcohol license, but that it is indeed for a full bar and will be a  
24 Liquor license. The restaurant will have a full bar within a separate area inside it. The license, if  
25 granted by the Council, will be conditioned on the owner obtaining a conditional use permit to  
26 operate a bar in that zone and passing the architectural site plan approval. Those two conditions are in  
27 the process of being reviewed.

28 Councilmember Bradshaw asked about the applicant’s likelihood of obtaining a state liquor  
29 license, as she knows they can be difficult to get. Ms. Corbridge answered that Ms. Bruce already  
30 has one for Salt Lake City and is hoping to keep it and transfer it to Bountiful.

31 Councilmember Price-Huish made a motion to approve the Liquor license for Robintino’s  
32 Restaurant and Councilmember Bradshaw seconded the motion. The motion passed with  
33 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
34

35 **CONSIDER THE ADOPTION OF RESOLUTION 2023-05 WHICH FACILITATES**  
36 **REIMBURSEMENT FROM BOND PROCEEDS FOR ADVANCE PAYMENTS MADE IN**  
37 **CONNECTION WITH THE FIBER OPTIC PROJECT – MR. GALEN RASMUSSEN**

38 Mr. Galen Rasmussen explained that in order to move forward with the fiber project, if the  
39 Council decides to move forward, the City will likely have a period of time when funds need to be  
40 expended prior to receiving money from an issued bond. This resolution will allow the City to use  
41 capital improvement funds until bond proceeds are received, at which time the City will pay itself  
42 back from the bond. As noted in the Staff Report, this resolution would allow the City to reimburse  
43 itself for expenditures of the fiber optic project if a bond is issued for this purpose but the resolution  
44 does not obligate the City to issue bonds or to enter into the fiber optic project.

45 Councilmember Price-Huish asked if the resolution specifies the repayment terms, and if it  
46 should. Mr. Clint Drake answered that it is not necessary to spell out the repayment terms at this time.

1 Councilmember Bradshaw made a motion to approve Resolution 2023-05 and  
2 Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr,  
3 Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
4

5  
6 **ADJOURN**

7 Councilmember Higginson made a motion to adjourn the regular session and Councilmember  
8 Bell seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw,  
9 Higginson and Price-Huish voting “aye.”  
10

11 The regular session was adjourned at 7:48 p.m.  
12

\_\_\_\_\_  
*Mayor Kendalyn Harris*

\_\_\_\_\_  
*City Recorder*



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000 paid  
March 27, April 3 & 10, 2023

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** April 25, 2023

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## **Background**

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

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

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid March 27, April 3 & 10, 2023

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid March 27, 2023**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
14420	ANATEK LABS, INC.	Water	515100 431000	Profess & Tech Services	6,550.00	232876	2302555	Lab Fees - Project UCMRS - Project # SE1
1211	ASPHALT MATERIALS INC	Streets	104410 441200	Road Matl Patch/ Class C	1,433.00	232878	1122768	Patching - Customer # 5628
1220	AT&T MOBILITY	Streets	104410 428000	Telephone Expense	1,020.44	232879	X03282023	Cell Ph Account # 287314361186
1596	CATE RENTAL & SALES,	Storm Water	494900 425000	Equip Supplies & Maint	1,439.92	232891	Z36295	Misc. Parts for Johnston Sweeper - Cust # 02308
1826	CUMMINS ROCKY MOUNTA	Sanitation	585800 425000	Equip Supplies & Maint	2,207.03	232895	60-50857	Parts and Service - Customer # 466117
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,284.08	232897	76386	Tree Trimming
5281	DOMINION ENERGY UTAH	Parks	104510 427000	Utilities	8,959.39	232901	03022023	Account # 2987969838 - 56 E 100 S, Bountiful Ut
2350	GREEN SOURCE, L.L.C.	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,189.00	232912	22804	herbicide/insecticide
2350	GREEN SOURCE, L.L.C.	Parks	104510 426000	Bldg & Grnd Suppl & Maint	5,600.00	232912	22789	pro-pendi
13226	INTERNATIONAL MOUNTA	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	9,685.00	232918	12187	Project Initiation & Design & Flagging Build Trails
2727	JOHNSON, ALLEN R	Light & Power	535300 445202	Uniforms	1,781.98	232922	03222023	Reimbursed for FR Clothing
3271	NETWIZE	Golf Course	555500 426020	Clubhouse Building Maintenance	1,039.74	232940	24101	Cyber Power Smart App UPS system
3588	PUKKA INC.	Golf Course	555500 448240	Items Purchased - Resale	2,665.92	232949	HQ03006-IN	Hats - Customer # 0002179
1095	RS AMERICAS INC	Light & Power	535300 448639	Substation	1,447.53	232952	9017644586	Terminal Blocks & Connectors - Customer # 10314966
3982	SOUTH DAVIS METRO FI	Fire	104220 431000	Profess & Tech Services	635,809.00	232955	04012023	quarterly fire & EMS services assessment
4051	STATE OF UTAH	Streets	104410 441300	Street Signs	11,810.02	232958	2354000360	Misc. State Materials for PO# 20213 & 20214
9135	STRAIGHT DOWN	Golf Course	555500 448240	Items Purchased - Resale	1,289.26	232960	INV0045612	Ladies Wear - Customer # 000003016
4171	THATCHER COMPANY	Water	515100 428000	Telephone Expense	5,428.00	232965	2023100109593	T-Floc for Treatment Plant - Customer # C1303
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,660.00	232969	0359373	Bulk Oil - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	26,219.30	232969	0359077	Fuel Purchased - Acct # 000275
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,786,943.29	232972	03242023	Feb. 2023 payment for Power Resources
4450	VERIZON WIRELESS	Water	515100 428000	Telephone Expense	1,352.39	232976	9929732420	Cell Ph - Account # 242434136-00001
4528	WAXIE SANITARY SUPPL	Police	104210 426010	Tire House Maintenance	1,542.93	232977	81588662	Misc. Supplies - Customer # 9024
14421	WORKHORSE TRAILERS	Cemetery	595900 425000	Equip Supplies & Maint	1,876.00	232978	6539	8' Flatbed Trailer and Toolbox
TOTAL:					<u>2,530,232.72</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid April 3, 2023**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
9366	ADIDAS AMERICA INC	Golf Course	555500 448240	Items Purchased - Resale	2,423.36	232979	6159058053	Shoes - Customer # 35394001
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,358.50	232981	34262	Service Call & Repair to the Boiler at P.D. Dept.
1164	ANIXTER, INC.	Light & Power	535300 445201	Safety Equipment	1,176.00	232982	5372788-00	EZ Squeeze Straps - Customer # 6000052
5587	BRADSHAW, KATE	Legislative	104110 423000	Travel & Training	1,145.19	232987	03302023	Travel & Training Expense Nat'l Leauge of Cities
1889	DAVIS COUNTY GOVERNMENT	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	19,482.00	232995	02272023	Construct .74miles of trail in Mueller Park Canyon
5351	DEERE CREDIT, INC.	Golf Course	555500 425000	Equip Supplies & Maint	1,346.04	232996	P22777	Gator Canopy & Windsheild - Acct # BOUNT002
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	9,255.48	232997	76389	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,523.20	232997	76387	Tree Trimming
7212	ENTELLUS INC	Streets	454410 473600	New Road Construction	3,822.50	233000	55426	Project # 1190015 Eagle Ridge Dr road Extention
4848	ERCANBRACK, DAVE	Liability Insurance	636300 451150	Liability Claims/Deductible	1,800.00	233001	03292023	Claim - Streets for Mailbox
2523	HONNEN EQUIPMENT COM	Water	515100 425000	Equip Supplies & Maint	8,371.19	233013	1463734	Parts and Labor - Account # 104112
2562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	10,074.24	233014	26681	Meters for Bountiful City Water Dept.
2727	JOHNSON, ALLEN R	Light & Power	535300 423000	Travel & Training	5,250.00	233020	03312023	Travel&Training Expense- Safety Banquet/APPA E&O
2804	KEN GARFF WEST VALLE	Police	454210 474500	Machinery & Equipment	35,375.00	233023	PRD35307	Ford Bronco VIN # 3FMC9B62PRD35307
13969	LAUNCH CONSTRUCTION	Streets	454410 473100	Improv Other Than Bldgs	38,229.83	233024	2202-8	Project Washing Park
14442	NAVAL SURFACE	Police	104210 445100	Public Safety Supplies	2,400.00	233031	N00164LE1123-23	New Contract Agreement # N00164LE1123-23
3271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	10,256.18	233033	24031B	Microsoft-Windows Server Datacenter Edition
3271	NETWIZE	Computer Maintenance	616100 429200	Computer Software	4,386.00	233033	48631	Office 365 Spanning Backup 215 Licenses
3458	PETERBILT OF UTAH, I	Sanitation	585800 425000	Equip Supplies & Maint	1,138.62	233041	977067	Misc. Parts - Account # 457
10033	PINETOP ENGINEERING	Streets	104410 441300	Street Signs	1,578.58	233042	4673	Traffic Signal Maintenance & Support
3491	PING INC	Golf Course	555500 448240	Items Purchased - Resale	1,006.85	233043	16764784	Bags - Customer # 19919
3491	PING INC	Golf Course	555500 448240	Items Purchased - Resale	3,129.26	233043	16764791	Clubs - Customer # 19919
3562	PRIORITY DISPATCH CO	PSAP - E911	104219 428000	Telephone Expense	6,000.00	233045	SIN334756	System License Renewal, Service & Support- ID #290
13120	RECYCLE IT	Landfill	575700 448000	Operating Supplies	4,485.00	233050	10082	299 Mattress Recycling in March 2023
3812	SAFETY SUPPLY & SIGN	Water	515100 474600	Vehicles	5,645.00	233055	184326	Arrow Board Trailer
3968	SNOW, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	3,309.50	233059	03292023	Legal Consulting
4051	STATE OF UTAH	Landfill	575700 431300	Environmental Monitoring	2,688.99	233062	04052023	Landfill Solid Waste Quarterly Fee - 1Q2023
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	5,807.02	233067	915069466	Shoes - Account # US00021802
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,055.33	233068	0359508	Fuel - Account # 000275
5442	TRAVIS MATHEW, LLC	Golf Course	555500 448240	Items Purchased - Resale	1,601.65	233070	91177405	Men's Wear - Account # US00021802
4273	TURF EQUIPMENT CO	Golf Course	555500 474500	Machinery & Equipment	38,922.85	233071	3005324-00	Air2Go Value Pack - Cust # 2144
4331	USA BLUE BOOK	Water	515100 448400	Dist System Repair & Maint	2,805.47	233074	308437	Insertion Mag Meters - Customer # 228844
TOTAL:					<u>270,848.83</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid April 10, 2023**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
12659	7 DIAMONDS CLOTHING	Golf Course	555500 448240	Items Purchased - Resale	1,672.02	233085	866926	MENS WEAR
5368	ACE DISPOSAL INCORPO	Recycling	484800 448010	Recycle Containers	1,000.00	233086	3/1/2023	MARCH RECYCLE CANS PAYMENT
1172	APPARATUS EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	5,174.31	233091	23-IV-9035	STEERING GEAR BOX
14167	ART AROUND THE CORNE	Legislative	454110 473160	Improv-PublicArt-1%CapProject	39,082.50	233093	45a	Art for Bountiful City
13441	CONVERGINT TECHNOLOG	Computer Maintenance	616100 429300	Computer Hardware	5,092.72	233104	370SN00611	ACCESS CONTROL SYSTEM REPLACEMENT FUND
5412	HARRIS, KENDALYN	Legislative	104110 423000	Travel & Training	1,695.88	233125	03/24/2023	NLC CONF. REIMBURSEMENT
5177	HILL, GARY	Legislative	104110 423000	Travel & Training	1,392.99	233130	04052023	Reimbursed for City Council Meal in Washington DC
10586	ROCKY MOUNTAIN RECYC	Recycling	484800 431550	Recycling Processing Fees	10,564.18	233169	NP-112722	MARCH 2023 RECYCLING FEES
3972	SOLAR TURBINES, INC.	Light & Power	535300 448617	Power Plant Major Repairs	14,658.00	233178	12073000115	Titan Exchange Freight
4045	STATE FIRE	Government Buildings	104160 426000	Bldg & Grnd Suppl & Maint	1,500.66	233180	12504601	Medium and Small Bracket Bungees
4051	STATE OF UTAH	Light & Power	535300 448628	Pineview Hydro Operating Costs	3,674.57	233181	04012023	2023 BOR Assessment - Acct # 101498
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,782.85	233183	915144751	CLUBS
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	2,158.17	233183	915095250	GLOVES
4450	VERIZON WIRELESS	Police	104210 428000	Telephone Expense	1,988.92	233193	9930783128	Account # 771440923-0001
4536	WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro Operating Costs	7,366.31	233197	04042023	1Q2023 Pineview Generation
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,295.00	233200	111247	Janitorial Cleaning Services for April 2023
TOTAL:					<u>101,099.08</u>			

# City Council Staff Report

**Subject:** Bountiful Town Square Specialty Beverage Shop  
**Author:** Francisco Astorga, Economic Development Director  
**Date:** 25 April 2023



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## **Background**

The Bountiful Town Square, located at 54 East 100 South in the Downtown Mixed Use Zone, has received various prestigious awards since its development and is home to many community events as it was developed with these goals: 1. add vitality to Bountiful's historic downtown; 2. generate activity to support Main Street Business; 3. design a great place for families to enjoy everyday fun; 4. add space to accommodate and grow special community events; and, 5. honor the character and history of Bountiful.

As of this date a contract with the specialty drinks operator, FiiZ, has not been finalized due to FiiZ ownership and management changes. Staff recommends that the City Council approve the contract authorizing the Mayor to sign the agreement.

## **Analysis**

The Bountiful Town Square, including its outdoor ice-skating ribbon, interactive water feature, open grass area with surrounding adult sycamore trees, small stage, food truck area, etc., was carefully design as a community gathering place with a building offering year-round drinks/snacks from a local business, FiiZ.

The new FiiZ owner has committed to establish consistent hours of operation as well as, per the agreement, to operate during various community key events, including but not limited to, ice ribbon and water feature seasons, food truck league nights, chalk art festival, Rotary Club car show, BDAC's Summerfest, movie nights, farmers market nights, etc. The agreement includes a monthly payment rent of \$2,000 or 6.5% of the gross sales generated, whichever is greater. The contract also includes an option to extend the agreement.

## **Significant Impacts**

Signing the agreement allows the specialty beverage shop to operate at the Bountiful Town Square.

## **Department Review**

The lease agreement was reviewed by the City Attorney and City Manager.

## **Recommendation**

Staff recommends that the City enter into commercial lease agreement with FiiZ Drinks Holding LLC for the contract length of five (5) years.

## **Attachments**

Commercial Lease Agreement

**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease") dated as of the last date affixed below**

**BETWEEN:**

**The City of Bountiful at 795 South Main Street, Bountiful, Utah 84010**

Telephone: (801) 298-6140

(the "Landlord")

**- AND -**

**FiiZ Drinks Holding, LLC at 132 S. State Street, Salt Lake City, Utah 84111**

Telephone: 801-651-8435

(the "Tenant")

**IN CONSIDERATION OF** Landlord leasing certain premises to Tenant, Tenant leasing those premises from Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

1. Definitions: When used in this Lease, the following expressions will have the meanings indicated:
  - 1.1. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 54 East 100 South, Bountiful, Utah 84010, as from time to time altered, expanded or reduced by Landlord in its sole discretion;
  - 1.2. "Common Areas and Facilities" mean:
    - 1.2.1. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
    - 1.2.2. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by Landlord as part of the Common Areas and Facilities;
  - 1.3. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements. The Leasable Area at this location is specifically defined as the north portion of the Concession

Building, more specifically quantified as the 18'-4" x 19'-9" (362 sq. ft) space, at the address listed under definition 1.4 below.

- 1.4. "Premises" means the specialty soda shop at 54 East 100 South, Bountiful, Utah 84010.
  - 1.5. "Rent" means the Base Rent.
  - 1.6. "Scheduled Events" means all dates and times that Landlord has approved an event that (1) would be reasonably expected to materially modify the normal amount of traffic expected at the business; or (2) that requires operation of the business outside of regular business hours; and (3) is provided to Tenant by Landlord either (a) on an annual basis in the form of an annual scheduled events calendar or (b) upon at least 15-days notice to Tenant prior to the event.
  - 1.7. "Requested Special Event" means any event that (1) would be reasonably expected to materially modify the normal amount of traffic expected at the business during the time of the Requested Special Event; or (2) that requires operation of the business outside of the regular business hours; or (3) would require Tenant to operate the business in a manner that is reasonable but is materially different than its normal business operations; and (3) is not included on the annual scheduled events calendar.
2. **Intent of Lease.** It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning Tenant will pay the Base Rent and Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

### 3. **Leased Premises**

- 3.1. Landlord agrees to rent to Tenant the slot designated for Tenant located at 54 East 100 South, Bountiful, Utah 84010, (the "Premises").
- 3.2. The Premises will be used for only the following permitted use (the "Permitted Use"): Specialty Soda Shop.
- 3.3. While Tenant, or an assignee or subtenant approved by Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, Landlord agrees not to Lease space in the Building, or permit any temporary business (including "food trucks") on the premises, to any tenant who will be conducting in such premises as its principal business, the services of: **Specialty Beverage Shop**. This does not include (a) any full-service or quick-service restaurants; or (2) food trucks that may incidentally but not primarily sell specialty drinks and who may lease or otherwise operate at the Town Square from time to time.
- 3.4. Subject to the provisions of this Lease, Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in Tenant's space.

### 4. **Term**

- 4.1. The term of the Lease commences at 12:01 a.m. on January 1, 2023, and ends at 11:59 p.m. on December 31, 2028 (the "Initial Term").
- 4.2. Should Tenant remain in possession of the Premises with the written consent of Landlord after the natural expiration the Initial Term or any subsequent Term of this Lease, a new tenancy from month to month will be created between Landlord and Tenant which will be subject to

all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

- 4.3. Prior to the natural expiration of the Initial Term, Tenant has the option, but is not required to, renew the Lease on the same terms contained herein, except for the Base Rent amount (which shall be negotiated by the parties if Tenant exercises the option) for up to two consecutive five-year terms ("Subsequent Term(s)"). Tenant shall notify Landlord of Tenant's intention to exercise a five-year optional extension in writing not less than 30 days prior to the natural termination of the Initial Term. If the option is not exercised in writing, then paragraph 8 governs ongoing tenancy by Tenant.

## **5. Rent**

- 5.1. Subject to the provisions of this Lease, Tenant will pay a rent of \$2,000 per month or 6.5% of gross sales generated by Tenant on the Premises for the prior month, whichever is greater. This rent will be paid without setoff, abatement or deduction. In addition to the rent, Tenant will pay for any fees or taxes arising from Tenant's business.
- 5.2. Tenant will pay an initial payment of \$2,000 for the initial month of the lease (February 2023) upon execution of this agreement and the rent on or before the fifth of every month of the Initial Term thereafter and any Subsequent Term(s) to Landlord.
- 5.3. No acceptance by Landlord of any amount less than the full amount owed will be taken to operate as a waiver by Landlord for the full amount or in any way to defeat or affect the rights and remedies of Landlord to pursue the full amount.
- 5.4. Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, and sewer. Tenant shall be responsible for providing, maintaining, and paying for all communication equipment and services, including but not limited to telephone and internet service to the Premises.

## **6. Use and Occupation**

- 6.1. Except for several dates of key events held at or near the Bountiful Town Square as detailed in Paragraph 6.2 and subject to all requirements of this Agreement, Tenant will operate the Premises for business to the public fully fixtured, stocked, and staffed on the date of commencement of the Initial Term and throughout the Initial Term and any Subsequent Term(s), and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by Tenant in Tenant's sole and absolute discretion,
- 6.2. To accomplish the goals of Bountiful City and the Bountiful Town Square, it is essential that Tenant be open and operate during certain key events which are as follows:

Bountiful Ice Ribbon:	December – March (Ice Ribbon hours of operation)
Food Truck League:	March – October (Friday nights)
BTS Water Feature:	May – October (At times consistent with usage)
School Summer break:	May – August (reasonable regular business hours)
Bountiful Chalk Art Festival:	Last week of May/First week in June
BDAC Summerfest:	June (Monday nights)
So. Davis Summer Movies:	June, July, & August (2nd Saturday nights)
Rotary Club Car Show:	Father's Day weekend (Friday/Saturday)

Farmers Market:	June – October (Thursday nights)
Handcart Days at City Park:	Mid-July (Friday & Saturday)
9/11 Day of Service:	Mid-September (Saturday)
Music & Arts Festival:	Mid-September (Saturday)
Trick or Treat on Main:	October 31
Christmas Tree Lighting:	Day after Thanksgiving

Tenant’s failure to be open and operate during key events shall be a breach of this Agreement and Landlord may, in its sole discretion, require Tenant to vacate the premises within 15 days.

- 6.3. In addition to the dates and events listed above, Landlord may also request that Tenant operate the business to accommodate Requested Special Events. If such request is made more than 15-days prior to the Special Event, Tenant shall only be able to decline participation upon a showing of undue burden. If the request is made within 15-days of the Special Event, Tenant shall make commercially reasonable efforts to accommodate the request. In either case, Tenant must decline participation in accordance with this Section within 3 business days of receipt of the request or shall be obligated to accommodate the Special Event.
- 6.4. Tenant covenants that Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
- 7. **Quiet Enjoyment.** Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
- 8. **Surrender of Premises.** At the expiration of the lease term, Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.
- 9. **Abandonment.** If at any time during the Term, Tenant abandons the Premises or any part of the Premises, Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at Landlord’s discretion, as agent for Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord’s option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of the reletting. If Landlord’s right of reentry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord will deem proper and is relieved of all liability for doing so. For the purposes of this Lease Agreement, abandonment is deemed to have occurred if Tenant ceases or fails to be open for business to the public for a period of fifteen consecutive (15) days for a reason other than a force majeure event or any other scheduled non-operation of the business agreed to by Landlord in advance.

**10. Care and Use of Premises**

- 10.1. Tenant will reasonably notify Landlord of any material damage to the premises or of any situation that may significantly interfere with the normal use of the Premises.
- 10.2. Tenant will not engage in any illegal trade or activity on or about the Premises.
- 10.3. Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law or order and will keep the Premises in a reasonably clean condition.
- 10.4. Tenant shall reasonably cooperate in coordinating use of the adjacent parking with Landlord for special events held at the Bountiful Town Square. Such cooperation may require Tenant and Tenant's employees to park off-site for such events, subject to specific accommodation, including but not limited to accommodation under the Americans with Disabilities Act and related or similar regulations.
- 10.5. The use of the gas patio heaters located on the patio areas adjacent to the Concession Building shall be coordinated with Landlord. Tenant shall be responsible to extinguish the heaters at the close of business during periods of use as coordinated with and approved by Landlord.
- 10.6. Tenant shall be allowed to provide musical selections which can be broadcast through the existing sound system. Musical selections shall generally reflect selections which are appropriate for family and community activities. Advertisements or other messages shall not be broadcast without the express written consent of Landlord. Misuse of the sound system may result in the revocation of Tenant's authorization of use.

11. **Rules and Regulations.** Tenant will obey all reasonable rules and regulations posted by Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of Tenant in and around the Building on the Premises. Such reasonable rules and regulations shall not impede on the reasonable operation of Tenant's business. If a material modification to such rules and regulations is made by Landlord subsequent to execution of this Agreement that (a) creates an undue burden or (b) would require a substantial modification to the operation of Tenant's business, Tenant shall be permitted to terminate this Agreement without penalty within sixty (60) days of the implementation of the modification.

## **12. Insurance**

- 12.1. Tenant shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.
- 12.2. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, employee. No owner or officer may be excluded. Policy shall include a waiver of subrogation endorsement.
- 12.3. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, damage to premises rented to you, independent contractors and sudden and accidental pollution liability [pollution liability arising out of a hostile fire] with not less than \$1,000,000 per occurrence limit combined bodily injury and property damage, with not less than 2,000,000 aggregate

limit, provided the general policy aggregate shall apply separately to Tenant on a per location basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.

- 12.4. This policy shall be endorsed to name the City as additional insured for ongoing operations (ISO CG 20 10 or equivalent) and products and completed operations (ISO CG 20 37 or equivalent); and shall include a waiver of subrogation endorsement.
  - 12.5. Excess Liability Insurance: The amounts of insurance required in the foregoing subsections, this subsection may be satisfied by the Lessee purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.
  - 12.6. Tenant is hereby advised and understands that the personal property of Tenant is not insured by Landlord for either damage or loss, and Landlord assumes no liability for any such loss
  - 12.7. Tenant is not responsible for insuring Landlord's contents and furnishings in or about the Premises for either damage and loss, and Tenant assumes no liability for any such loss.
  - 12.8. Tenant is not responsible for damage to the structure, mechanical, fixtures, or improvements to the Building on the Premises caused by normal wear and tear.
13. **Hazardous Materials.** Other than items that would be reasonably understood to be inherently necessary for the operation of Tenant's business, Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

#### **14. General Provisions**

- 14.1. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
- 14.2. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Utah, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 14.3. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Utah (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 14.4. Any waiver by Landlord of any failure by Tenant to perform or observe the provisions of this Lease will not operate as a waiver of Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or nonperformance, and will not defeat or affect in any way Landlord's rights in respect of any subsequent default or breach.
- 14.5. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

- 14.6. All sums payable by Tenant to Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by Landlord as rental arrears.
- 14.7. Time is of the essence in this Lease.
- 14.8. This Lease constitutes the entire agreement between Landlord and Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, except where prohibited by law or policy, warranties of Landlord not expressed in this Lease shall not be implied.

**IN WITNESS WHEREOF** and in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties below hereby execute this Agreement:

<b>The City of Bountiful (Landlord)</b>		<b>FiiZ Drinks Holdings, LLC (Tenant)</b>	
Signed		Signed	
Name	Kendalyn Harris	Name	Chad Harris
Title	Mayor	Title	President
Date		Date	

**IN WITNESS WHEREOF** and in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties below hereby execute this Agreement:

<b>The City of Bountiful (Landlord)</b>		<b>FiiZ Drinks Holdings, LLC (Tenant)</b>	
Signed		Signed	
Name	Kendalyn Harris	Name	Chad Harris
Title	Mayor	Title	President
Date		Date	4/7/23

# City Council Staff Report

**Subject:** Lot Line Adjustment for Lots 208, 209 and City-Owned Property Summerwood Estates, Phase 2  
**Address:** 4316 S Summerview Cir., 4322 S Summerview Cir.  
**Author:** City Engineer  
**Department:** Engineering, Planning  
**Date:** April 25, 2023



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## Background

GES Investments, applicant, is requesting approval of a lot line adjustment to the properties located at 4316 S Summerview Circle, 4322 S Summerview Circle and the City-owned property located on the west side of Lot 208 (also the west hillside of) a.k.a. the “Hill Cumorah” property. The proposed action would also incorporate the previous lot line adjustment between Lots 208 and 209 which was approved in February, 2022. Those modifications have not yet been recorded, but would be completed by this proposed action.

This proposed change was reviewed by the Planning Commission on April 18, 2023. The Planning Commission has forwarded a unanimous recommendation for approval to the City Council.

## Analysis

Location: The property consists of Lots 208 (96,207 sq ft, 2.20 ac) and Lot 209 (25,118 sq ft, 0.57 ac) of the Summerwood Estates Phase 2 Subdivision. Both lots meet the current lot frontage requirements. Lot 208 as proposed would decrease in size to 2.09 ac and Lot 209 would remain essentially the same size at 0.56 ac. The City amount of City owned property involved in the adjustment is proposed as GES trading 0.237 ac (Parcel C, GES owned) for 0.226 ac (Parcel D, City owned). Both of these parcels are very steep (>45%), and are not suitable for further improvements. The proposed modifications do not affect the future development potential of areas on either of lots 208 or 209. Any future applications for building permits or other uses on the amended lots would be reviewed under the current zoning requirements. No new building lots would be created by adjusting the lot line locations.

Utilities: No additional utilities are required.

Proposed Right of Way Improvements and Access: No improvements are required.

## Department Review

This memo has been reviewed by the City Attorney, and Planning Director.

## **Recommendation**

Staff recommends the City Council approve the Lot Line Adjustment for Lot 208, Lot 209 and the City Owned property located at 4316 S Summerview Circle and 4322 S Summerview Circle with the following conditions:

1. Prepare a final plat after making any minor corrections identified during the review process.
2. Applicant to provide a current title report for Lots 208 and 209.
3. Applicant to prepare the necessary deeds to complete the transfer of property.

## **Significant Impacts**

None

## **Attachments**

1. A copy of the preliminary amended plat.
2. Entellus Survey

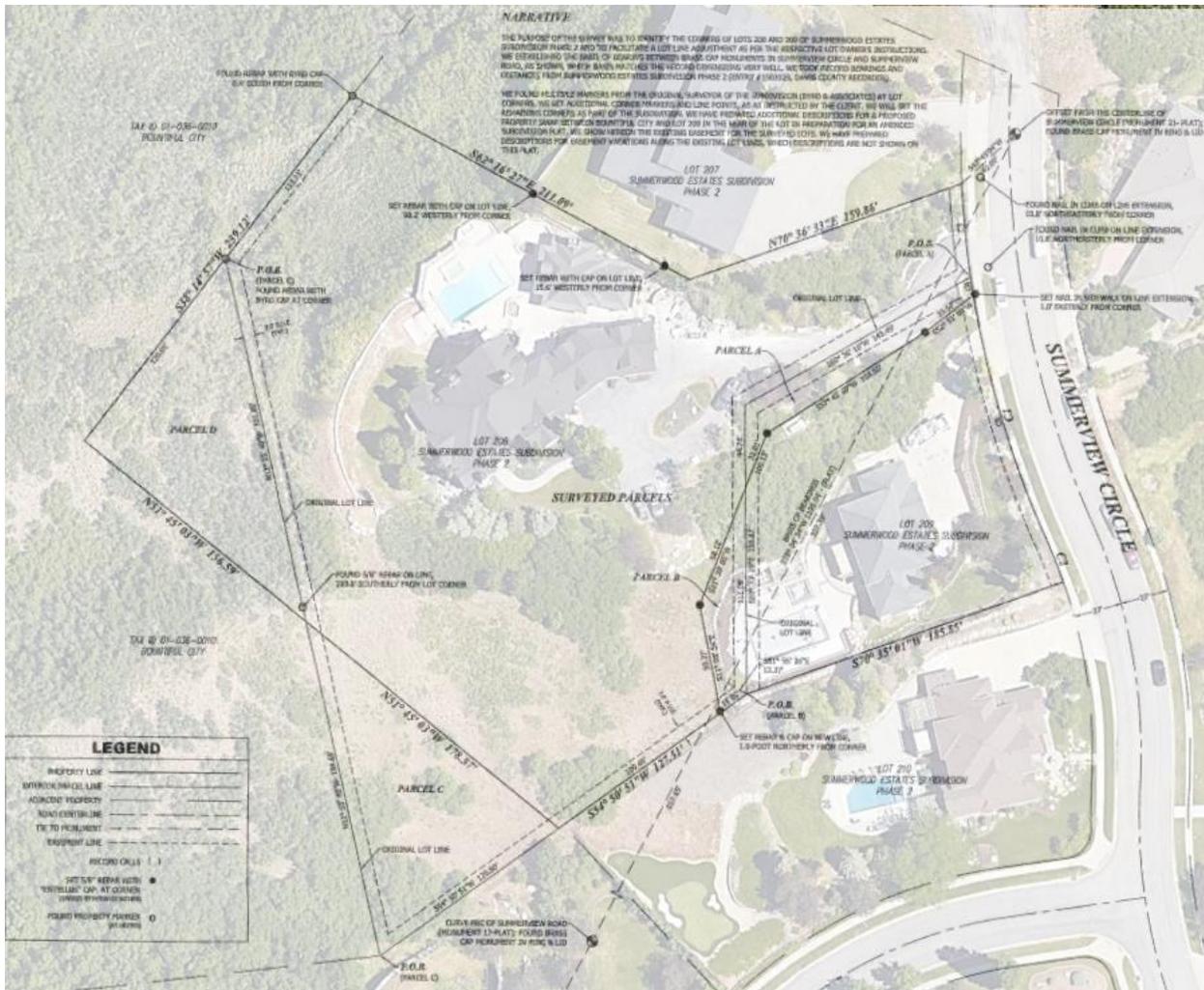


Figure 1 Proposed Lot Line Adjustment with Survey overlay

**NARRATIVE**

THE PURPOSE OF THE SURVEY WAS TO IDENTIFY THE CORNERS OF LOTS 208 AND 209 OF SUMMERWOOD ESTATES SUBDIVISION PHASE 2 AND TO FACILITATE A LOT LINE ADJUSTMENT AS PER THE RESPECTIVE LOT OWNER'S INSTRUCTIONS. WE ESTABLISHED THE BASIS OF BEARING BETWEEN BRASS CAP MONUMENTS IN SUMMERVIEW CIRCLE AND SUMMERVIEW ROAD, AS SHOWN, WHICH BASIS MATCHES THE RECORD DIMENSIONS VERY WELL. WE TOOK RECORD BEARINGS AND DISTANCES FROM SUMMERWOOD ESTATES SUBDIVISION PHASE 2 (ENTRY #1503129, DAVIS COUNTY RECORDER).

WE FOUND MULTIPLE MARKERS FROM THE ORIGINAL SURVEYOR OF THE SUBDIVISION (BYRD & ASSOCIATES) AT LOT CORNERS. WE SET ADDITIONAL CORNER MARKERS AND LINE POINTS, AS INSTRUCTED BY THE CLIENT. WE WILL SET THE REMAINING CORNERS AS PART OF THE SUBDIVISION. WE HAVE PREPARED ADDITIONAL DESCRIPTIONS FOR A PROPOSED PROPERTY SWAP BETWEEN BOUNTIFUL CITY AND LOT 208 IN THE REAR OF THE LOT IN PREPARATION FOR AN AMENDED SUBDIVISION PLAT. WE SHOW HEREON THE EXISTING EASEMENT FOR THE SURVEYED LOTS. WE HAVE PREPARED DESCRIPTIONS FOR EASEMENT VACATIONS ALONG THE EXISTING LOT LINES, WHICH DESCRIPTIONS ARE NOT SHOWN ON THIS PLAT.

**CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR ACCORDING TO THE LAWS OF THE STATE OF UTAH, DO CERTIFY THAT I HAVE SURVEYED THE PARCEL OF GROUND SHOWN HEREON ACCORDING TO UTAH STATE CODE 17-23-17.



**EXISTING DESCRIPTIONS**

**LOT 208 DESCRIPTION**  
ADAPTED FROM A SPECIAL WARRANTY DEED RECORDED AS ENTRY #2536210, DAVIS COUNTY RECORDER

LOT 208, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

**LOT 209 DESCRIPTION**  
ADAPTED FROM A SPECIAL WARRANTY DEED RECORDED AS ENTRY #3392420, DAVIS COUNTY RECORDER

LOT 209, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN.

**NEW DESCRIPTIONS**

**PARCEL A DESCRIPTION**

BEGINNING AT THE NORTHERLY CORNER OF LOT 209, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, AND RUNNING THENCE 9.97 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SUMMERVIEW CIRCLE AND THE ARC OF A 527.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 01°05'03", CHORD BEARS SOUTH 9°06'44" EAST 9.97 FEET; THENCE SOUTH 52°51'09" WEST 33.68 FEET; THENCE SOUTH 57°43'07" WEST 103.50 FEET; THENCE SOUTH 21°39'05" WEST 32.01 FEET TO THE WEST LINE OF SAID LOT 209; THENCE NORTH 0°33'29" WEST 44.78 FEET ALONG THE WESTERLY LINE OF LOT 209; THENCE NORTH 60°36'16" EAST 143.49 FEET ALONG THE NORTHERLY LINE OF SAID LOT 209 TO SAID WESTERLY STREET LINE AND THE POINT OF BEGINNING. CONTAINS 0.055 ACRES.

**PARCEL B DESCRIPTION**

BEGINNING AT A SOUTHWEST CORNER OF LOT 208, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, BEING THE SOUTHWEST CORNER OF LOT 209 OF SAID SUBDIVISION, AND RUNNING THENCE SOUTH 54°50'51" WEST 18.05 FEET ALONG A SOUTHERLY LINE OF SAID LOT 208; THENCE NORTH 11°08'54" WEST 59.27 FEET; THENCE NORTH 21°39'05" EAST 68.12 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 0°33'29" EAST 111.09 FEET ALONG SAID EASTERLY LINE TO SAID SOUTHWEST CORNER OF LOT 208 AND TO THE POINT OF BEGINNING. CONTAINS 0.044 ACRES.

**PARCEL C DESCRIPTION**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 208, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, AND RUNNING THENCE NORTH 12°55'40" WEST 184.66 FEET ALONG THE WEST LINE OF SAID LOT; THENCE SOUTH 51°45'03" EAST 178.37 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 54°50'51" WEST 120.80 FEET ALONG SAID LINE TO SAID SOUTHWEST CORNER AND TO THE POINT OF BEGINNING. CONTAINS 0.237 ACRES.

**PARCEL D DESCRIPTION**

BEGINNING AT A NORTHWEST CORNER OF LOT 208, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, AND RUNNING THENCE SOUTH 12°55'40" EAST 201.00 FEET ALONG THE WESTERLY LINE OF SAID LOT; THENCE NORTH 51°45'03" WEST 156.59 FEET; THENCE NORTH 38°14'57" EAST 126.01 FEET TO SAID NORTHWEST CORNER OF AND TO THE POINT OF BEGINNING. CONTAINS 0.226 ACRES.

**UPDATED LOT 208 DESCRIPTION**

ALL OF LOT 208, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, RECORDED AS ENTRY #1503129 IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

ALSO, BEGINNING AT THE NORTHEAST CORNER OF LOT 209, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, AND RUNNING THENCE 9.97 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SUMMERVIEW CIRCLE AND THE ARC OF A 527.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 01°05'03", CHORD BEARS SOUTH 9°06'44" EAST 9.97 FEET; THENCE SOUTH 52°51'09" WEST 33.68 FEET; THENCE SOUTH 57°43'07" WEST 103.50 FEET; THENCE SOUTH 21°39'05" WEST 32.01 FEET TO THE WEST LINE OF SAID LOT 209; THENCE NORTH 0°33'29" WEST 44.78 FEET ALONG THE WESTERLY LINE OF LOT 209; THENCE NORTH 60°36'16" EAST 143.49 FEET ALONG THE NORTHERLY LINE OF SAID LOT 209 TO SAID WESTERLY STREET LINE AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT A NORTHWEST CORNER OF SAID LOT 208, AND RUNNING THENCE SOUTH 12°55'40" EAST 201.00 FEET ALONG THE WESTERLY LINE OF SAID LOT; THENCE NORTH 51°45'03" WEST 156.59 FEET; THENCE NORTH 38°14'57" EAST 126.01 FEET TO A NORTHWEST CORNER OF SAID LOT AND TO THE POINT OF BEGINNING.

LESS AND EXCEPTING, BEGINNING AT A SOUTHWEST CORNER OF SAID LOT 208, BEING THE SOUTHWEST CORNER OF SAID LOT 209, AND RUNNING THENCE SOUTH 54°50'51" WEST 18.05 FEET ALONG A SOUTHERLY LINE OF SAID LOT 208; THENCE NORTH 11°08'54" WEST 59.27 FEET; THENCE NORTH 21°39'05" EAST 68.12 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 0°33'29" EAST 111.09 FEET ALONG SAID EASTERLY LINE TO SAID SOUTHWEST CORNER OF LOT 208 AND TO THE POINT OF BEGINNING.

LESS AND EXCEPTING, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 208, AND RUNNING THENCE NORTH 12°55'40" WEST 184.66 FEET ALONG THE WEST LINE OF SAID LOT; THENCE SOUTH 51°45'03" EAST 178.37 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 54°50'51" WEST 120.80 FEET ALONG SAID LINE TO SAID SOUTHWEST CORNER AND TO THE POINT OF BEGINNING.

WHOLE PARCEL CONTAINS 2.209 ACRES

**UPDATED LOT 209 DESCRIPTION**

ALL OF LOT 209, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, RECORDED AS ENTRY #1503129 IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

ALSO, BEGINNING AT A SOUTHWEST CORNER OF SAID LOT 209, AND RUNNING THENCE SOUTH 54°50'51" WEST 18.05 FEET ALONG A SOUTHERLY LINE OF SAID LOT 208; THENCE NORTH 11°08'54" WEST 59.27 FEET; THENCE NORTH 21°39'05" EAST 68.12 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 0°33'29" EAST 111.09 FEET ALONG SAID EASTERLY LINE TO SAID SOUTHWEST CORNER OF LOT 208 AND TO THE POINT OF BEGINNING.

LESS AND EXCEPTING, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 209, AND RUNNING THENCE 9.97 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SUMMERVIEW CIRCLE AND THE ARC OF A 527.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 01°05'03", CHORD BEARS SOUTH 9°06'44" EAST 9.97 FEET; THENCE SOUTH 52°51'09" WEST 33.68 FEET; THENCE SOUTH 57°43'07" WEST 103.50 FEET; THENCE SOUTH 21°39'05" WEST 32.01 FEET TO THE WEST LINE OF SAID LOT 209; THENCE NORTH 0°33'29" WEST 44.78 FEET ALONG THE WESTERLY LINE OF LOT 209; THENCE NORTH 60°36'16" EAST 143.49 FEET ALONG THE NORTHERLY LINE OF SAID LOT 209 TO SAID WESTERLY STREET LINE AND THE POINT OF BEGINNING.

WHOLE PARCEL CONTAINS 0.565 ACRES.

**NOTE: ROTATE BEARINGS FOR THE ABOVE DESCRIPTIONS COUNTER-CLOCKWISE 00°19'59" FOR NAD 1983 STATE PLANE COORDINATE SYSTEM BEARINGS, UTAH NORTH ZONE.**

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

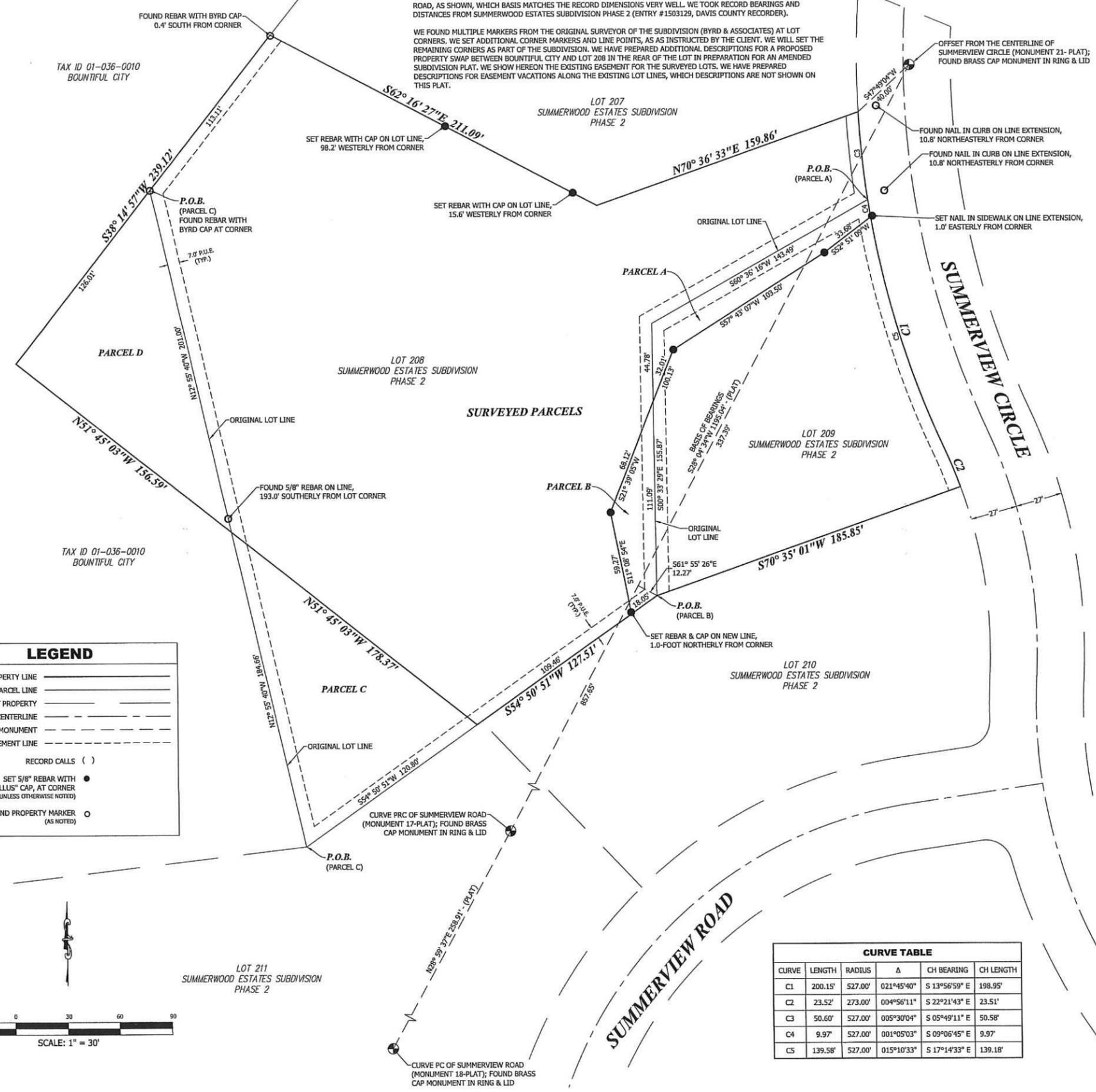


GARY STEVENSON

4316 SOUTH AND 4322 SOUTH SUMMERVIEW CIRCLE  
LOT 208 & LOT 209, SUMMERWOOD ESTATES PHASE 2  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 7, T.1N., R.1E., S.11.0R.0M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: SMB 07/12/2022  
APPROVED: JRC 07/12/2022  
PROJECT #: 1021043  
SURVEY 1021043.dwg

V201  
BOUNDARY SURVEY



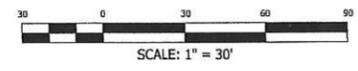
CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	200.15'	527.00'	021°45'40"	S 13°56'59" E	198.95'
C2	23.52'	273.00'	004°56'11"	S 22°21'43" E	23.51'
C3	50.60'	527.00'	005°30'04"	S 05°49'11" E	50.58'
C4	9.97'	527.00'	001°05'03"	S 09°06'45" E	9.97'
C5	139.58'	527.00'	015°10'33"	S 17°14'33" E	139.18'

**LEGEND**

- PROPERTY LINE
- INTERIOR PARCEL LINE
- ADJACENT PROPERTY
- ROAD CENTERLINE
- TIE TO MONUMENT
- EASEMENT LINE

RECORD CALLS ( )

- SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)
- FOUND PROPERTY MARKER (AS NOTED)



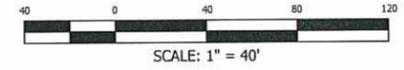
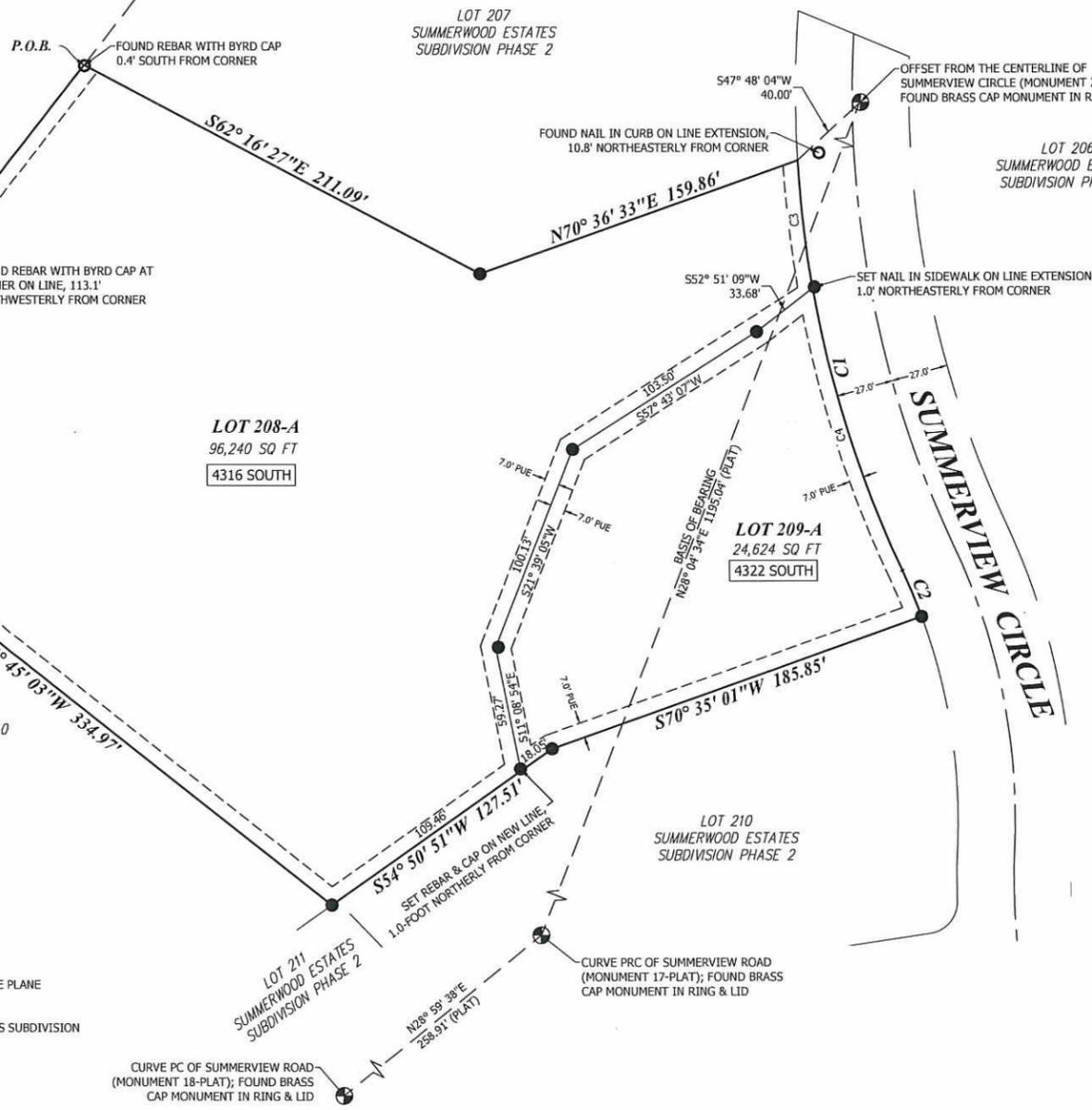
NORTH 1/4 COR  
SEC 7, T1N, R1E, S1B1M  
(CALCULATED)

589° 15' 30"E 1190.00'

**SUMMERWOOD ESTATES SUBDIVISION PHASE 2, LOTS 208 & 209 AMENDED**  
 AMENDING LOT 208 AND LOT 209, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, AND INCLUDING AN ADDITIONAL PARCEL,  
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
 MARCH 2023

**LEGEND**

PROPERTY LINE	—————
ADJACENT PROPERTY	-----
ROAD CENTERLINE	- - - - -
SECTION LINE	- - - - -
TIE TO MONUMENT	- - - - -
EASEMENT LINE	- - - - -
RECORD CALLS ( )	( )
SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○



Curve Table

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	527.00'	200.16	021° 45' 40"	S13° 56' 59"E	198.95'
C2	273.00'	23.52	004° 56' 11"	S22° 21' 44"E	23.51'
C3	527.00'	60.57	006° 35' 07"	S06° 21' 43"E	60.54'
C4	527.00'	139.58	015° 10' 33"	S17° 14' 33"E	139.18'

- NOTES**
- ROTATE THE SECTION LINE BEARING CLOCKWISE 0°18'54" FOR NAD 1933 STATE PLANE COORDINATE BEARINGS IN THE UTAH NORTH ZONE
  - RECORD CALLS REFERENCE THE DEDICATION PLAT FOR SUMMERWOOD ESTATES SUBDIVISION PHASE 2, ENTRY # 1503129, DAVIS COUNTY RECORDER

**SURVEYOR'S CERTIFICATE**

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS **SUMMERWOOD ESTATES SUBDIVISION PHASE 2, LOTS 208 & 209 AMENDED** AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

**COPY FOR REVIEW**

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

**SUBDIVISION BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 207, SUMMERWOOD ESTATES SUBDIVISION PHASE 2, SAID POINT BEING SOUTH 89°15'30" EAST 1190.00 FEET ALONG THE SECTION LINE AND SOUTH 00°00'00" EAST 251.95 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 207 AND SOUTH 38°14'57" WEST 158.54 FEET ALONG THE WEST LINE OF SAID LOT 207, BY RECORD, FROM THE NORTH QUARTER CORNER OF SAID SECTION 7, AND RUNNING THENCE SOUTH 62°16'27" EAST 211.09 FEET ALONG THE SOUTH LINE OF SAID LOT 207 TO A CORNER; THENCE NORTH 70°36'33" EAST 159.86 FEET ALONG SAID WEST LINE TO A CORNER ON THE WEST LINE OF SUMMERVIEW CIRCLE; THENCE SOUTHERLY 200.16 FEET ALONG SAID WEST LINE AND ALONG A NON-TANGENT, 527.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°45'40", CHORD BEARS SOUTH 13°56'59" EAST 198.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 23.52 FEET ALONG SAID WEST LINE AND ALONG A 273.00-FOOT-RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 04°56'11", CHORD BEARS SOUTH 22°21'44" EAST 23.51 FEET TO THE NORTH LINE OF LOT 210 OF SAID SUBDIVISION; THENCE SOUTH 70°35'01" WEST 185.85 FEET ALONG SAID NORTH LINE; THENCE SOUTH 54°50'51" WEST 127.51 FEET ALONG THE NORTH LINE OF SAID LOT 210 AND OF LOT 211 OF SAID SUBDIVISION; THENCE NORTH 51°45'03" WEST 334.97 FEET; THENCE NORTH 38°14'57" EAST 239.12 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 207 AND TO THE POINT OF BEGINNING.

CONTAINS 2.775 ACRES.

(NOTE: ROTATE THE PRECEDING DESCRIPTION CLOCKWISE 00°18'54" FOR NAD 1983 STATE PLANE COORDINATE BEARINGS IN THE UTAH NORTH ZONE)

**OWNER'S DEDICATION**

WE, THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE KNOWN AS **SUMMERWOOD ESTATES SUBDIVISION PHASE 2, LOTS 208 & 209 AMENDED**, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT TO THE CITY THAT THE SAME ARE FREE OF ALL ENCUMBRANCES THAT COULD INTERFERE WITH THEIR USE AS HEREIN DEDICATED.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

GARY STEVENSON, MEMBER  
GES INVESTMENTS, L.L.C.

JEFFREY B. PARSON  
SARA PARSON

**L.L.C. ACKNOWLEDGMENT**

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, GARY STEVENSON, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF GES INVESTMENTS, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGEMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, JEFFREY B. PARSON & SARA PARSON, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC: \_\_\_\_\_  
 RESIDENCE: \_\_\_\_\_  
 MY COMMISSION EXPIRES: \_\_\_\_\_

**UTILITY APPROVAL**

SO. DAVIS SEWER IMP. DISTRICT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BOUNTIFUL LIGHT AND POWER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BOUNTIFUL CITY WATER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CENTURY LINK: \_\_\_\_\_ DATE: \_\_\_\_\_  
 COMCAST: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BOUNTIFUL IRRIGATION DISTRICT: \_\_\_\_\_ DATE: \_\_\_\_\_

**DOMINION ENERGY UTAH**

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY  
dba DOMINION ENERGY UTAH  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

**CITY COUNCIL'S APPROVAL**

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 CITY RECORDER ATTEST: \_\_\_\_\_  
 MAYOR: \_\_\_\_\_

**CITY ENGINEER'S APPROVAL**

APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 BOUNTIFUL CITY ENGINEER

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 PLANNING DIRECTOR

**CITY ATTORNEY'S APPROVAL**

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 BOUNTIFUL CITY ATTORNEY

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
 COUNTY RECORDER: \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com  
PROJECT #1021043 07/25/2022, RJW  
03/17/2023, DEW



# City Council Staff Report

**Subject:** Preliminary Subdivision Approval for the Bement Subdivision  
**Address:** 1400 East Canyon Creek Dr.  
**Author:** City Engineer, City Planner  
**Department:** Engineering, Planning  
**Date:** April 25, 2023



## Background

Brent Bement, Applicant, is requesting Preliminary Approval of a one lot subdivision located at the eastern end of Canyon Creek Road. The proposed 2 acre lot is located on the north side of the roadway extension and cul-de-sac which provides access to the North Canyon Trailhead facility. The Creekwood of Indian Springs Plat C subdivision, which bounds the west side of the property, was developed in 1979.

The Planning Commission reviewed this item on April 18, 2023, and has forwarded a unanimous recommendation for approval to the City Council.

## Analysis

Land Use Code: Chapter 4, Section 14-4-101 of the City's Land Use Code outlines several objectives which should be achieved in the development of property located in the Residential Foothill subzone:

- A. The Residential Foothill subzone is created to provide standards, guidelines, and criteria which permit reasonable development of private property while minimizing flooding, erosion, and other environmental hazards, and which protect the natural scenic character of the foothill areas, and which ensure the efficient expenditure of public funds.
- B. The goals to be achieved by the Residential Foothill subzone include but are not limited to the following:
  1. The protection of the public from natural hazards of storm water runoff and erosion by requiring drainage facilities and the minimal removal of natural vegetation while still allowing reasonable use of the land.
  2. The minimizing of the threat and damages of fire in foothill areas by establishing fire protection measures.
  3. The preservation of natural features, wildlife habitat, and open space consistent with the provisions of this Title and State Law.
  4. The preservation of legal public access to mountain areas, trails, and natural drainage channels.
  5. The preservation and enhancement of visual and environmental quality by use of natural vegetation and the prohibition of excessive excavation and terracing.
  6. The establishment of traffic circulation facilities that ensure ingress and egress for vehicles including emergency vehicles into all developed areas at any time of the year with minimal cuts, fills or visible scars.

7. The encouragement of a variety of a development designs and concepts which are compatible with the natural terrain of the foothill areas and which will preserve open space and natural landscape and that allow a reasonable use of the land.
8. The establishment of land use management criteria which will encourage protection of natural elements while allowing a harmonious and satisfying residential environment.
9. Encouragement of regard for the view of the foothills as well as a view from the foothills.
10. Public and individual personal safety.
11. To assure that the taxpayers of Bountiful are not burdened by extraordinary costs for services attributable solely to the development of hillside areas.

C. It is the intention of the City Council that every subdivision, lot, or parcel within the Residential Foothill subzone be developed with as little disturbance to the natural ground, with the most harmony with natural conditions, and with the greatest conformity with the purposes and requirements of this Code, as possible under individual circumstances. It is the finding of the City Council that all possible circumstances, and the best means of dealing with them, cannot be anticipated in the preparation of these regulations. Therefore, the City Council may, unless expressly stated to the contrary in this chapter, grant a reasonable use exception to the provisions of this chapter to implement its purposes by modifying requirements in the R-F subzone as individual circumstances may merit subject to the criteria set forth below. The provisions set forth in this chapter regarding the R-F subzone shall be the standard, but when conditions merit a reasonable exception, discretion may be exercised, even where the term "shall" is used in the regulation, in accordance with such criteria. The following findings and conclusions may justify a reasonable exception and shall be included in the record of the proceedings.

1. The proposed development is located on a lot or parcel that was legally created.
2. There is no other reasonable use or feasible alternative to the proposed development with less impact on sensitive land areas including phasing or project implementation, change in timing of activities, setback or other variance, driveway relocation or placement of any structure.
3. The development cannot be located outside sensitive land areas due to topographic constraints of the parcel or size and/or location of the parcel in relation to the limits of sensitive land areas and a building setback, street width, or other possible variances have been reviewed, analyzed and rejected as feasible alternatives.
4. The proposed development does not pose a threat to the public health, safety, or welfare on or off the site, including degradation of groundwater or surface water quality, nor is it anticipated that it will damage nearby public or private property.
5. Any alteration of sensitive land areas is the minimum necessary to allow for reasonable use of the property; and the proposal reasonably mitigates impacts on sensitive land areas while still allowing reasonable use of the site.
6. The inability of the applicant to derive reasonable use of the property is

not the result of actions by the applicant in unlawfully subdividing the property or adjusting a boundary line thereby creating the undevelopable condition after the effective date of this Title.

Access and General Information: The larger 71.42 acres parcel from which this lot is proposed, lies at the eastern most end of the pavement on North Canyon Drive and spans across the North Canyon Creek drainage, generally following the boundary of the Bountiful City Limits on it's south, east and north sides.

Canyon Creek Drive in its current configuration extends 907.67 ft from the intersection at Mountain Oaks Drive. This appears to be in substantial conformance with Section 6-2-123 of the City Code which limits the maximum length of any block to 900 feet. A December 1999 court decision created a 54 foot wide "public highway" following the old dirt road from the end of the asphalt to the Forest Service property boundary. This right-of-way is included in the property previously purchased by the City and is accommodated in the design and layout of the new cul-de-sac and trail improvements. The cul-de-sac was planned in the most appropriate location to accommodate the required size, minimize impacts of construction on North Canyon Creek and best serve the trailhead parking lot configuration. This extension of Canyon Creek Drive adds an additional 301± ft, for a total length of approximately 1,209 ft to the far end of the cul-de-sac. This right-of-way continues eastward across the width of the larger parcel owned by Mr. Bement.

The portion of this lot which is proposed as the one lot subdivision lies immediately north of the property purchased by the City for construction of the North Canyon Trailhead facility. This location is heavily vegetated with existing maple trees and native oak brush. Construction of the North Canyon Trailhead has extended the roadway improvements, sanitary sewer and culinary water infrastructure far enough to serve the proposed lot. Access for the proposed lot will originate from the bulb of the new cul-de-sac.

Utilities: Generally speaking, the proposed development can be served by all necessary utilities, but there is a unique condition related to the culinary water system to deal with: the elevation of the proposed lot is the highest area which can be served (culinary) water at the minimum pressure of 40 psi. Depending on the configuration of a single-family dwelling, it may be necessary for Mr. Bement, or future owners, to install a pressure tank and pump system in the house to boost pressures to higher levels. (The Engineering Dept. anticipates the necessity of installing a pressure tank and pump system for the future trailhead restroom because of the same issue.) Irrigation needs will be met through the City's culinary water system as pressure irrigation systems do not serve this area. Impacts from storm drainage are expected to be minimal, based on the City Engineer's expectation that the area of disturbance for the proposed parcel will not exceed one acre. If the proposed area of disturbance exceeds one acre, construction of storm water retention facilities which comply with the City's Long Term Storm Water Management Requirements ordinance (6-15-116) will be required on the site.

Lot Analysis: Current lot size requirements for the R-F zone are based on the average slope of the proposed lot. The Applicant's engineer has determined that the average slope falls within the range of 20-25%, which necessitates the 2 acre minimum lot size. The proposed lot meets or exceeds the minimum requirements for lot width and buildable area, since most of the proposed lot has a slope which is less than 30%.

Conditional Use: Per Section 14-4-118 (A) of the Land Use Code, subdivisions in the Residential Foothill subzone require a Conditional Use Permit.

Future Development: Further development of the remaining 69.42 acres will be constrained by the following conditions:

1. Meeting lot size and slope requirements of the Residential Foothill zone.
2. Identification of appropriately sized building pad(s).
3. Expansion of the culinary water system to serve the proposed development for residential services, and to provide fire protection.
4. Providing a second access per 14-4-117 E (1).

### **Department Review**

This memo has been reviewed by the City Attorney, the Planning Director and Planning Department staff.

### **Recommendation**

Staff recommends the City Council grant Preliminary Approval of the Bement Subdivision with the following conditions:

1. Verify the name "North Canyon Estates" has not been used previously.
2. Applicant to apply for and receive a Variance for relief from the requirement to provide a second access (14-4-117 E (1)).
3. Applicant to apply for and receive a Conditional Use Permit per Section 14-4-118 (A) of the Land Use Code.

### **Significant Impacts**

None

### **Attachments**

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



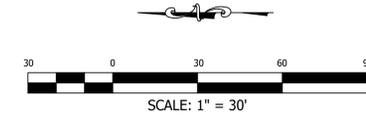
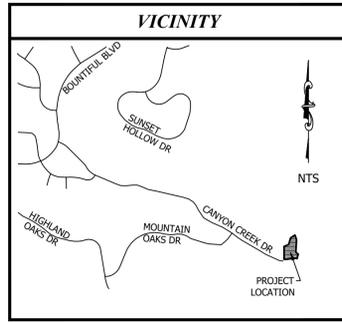
Figure 1 General Location of Bement's Proposed Subdivision



Figure 2 Proposed Lot with Google Earth

# NORTH CANYON ESTATES

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 EAST, S.L.B.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
FEBRUARY 2023  
PRELIMINARY PLAT

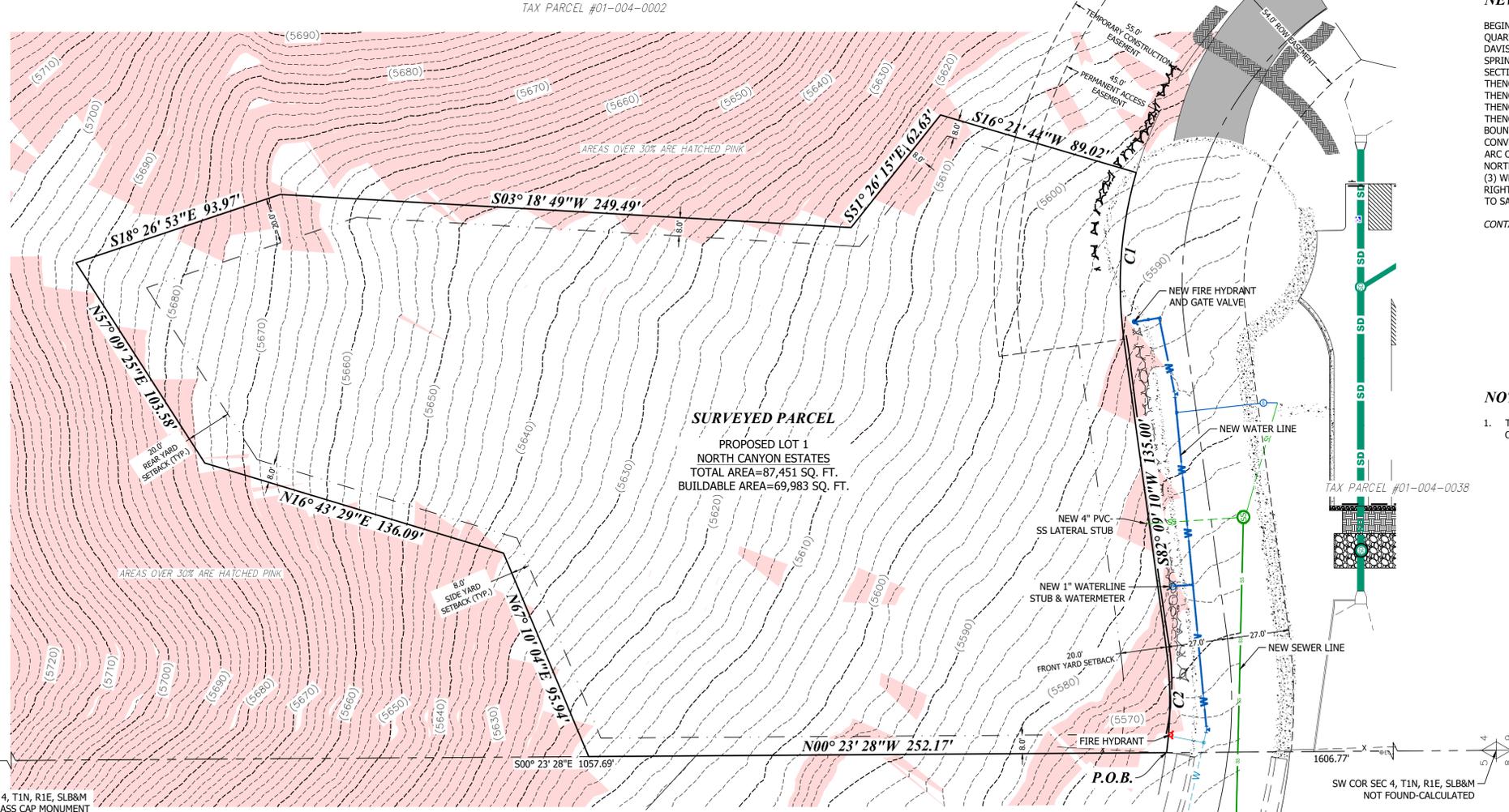


1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com



PRELIMINARY  
NOT FOR  
CONSTRUCTION

**BRENT BEMENT**  
NORTH CANYON ROAD PROPERTY  
TAX PARCEL #01-004-0002  
LOCATED IN THE SW 1/4 OF SECTION 4, T.1N., R.1E., S.L.B.&M.  
BOUNTIFUL CITY, DAVIS COUNTY, UTAH



**NEW DESCRIPTION**

BEGINNING AT A POINT SOUTH 00°23'28" EAST 1057.69 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 26, CREEKWOOD OF INDIAN SPRINGS PLAT "C" SUBDIVISION AND RUNNING THENCE NORTH 00°23'28" WEST 252.17 FEET ALONG SAID SECTION LINE AND ALONG THE EAST LINE OF SAID LOT 26 AND ITS EXTENSION;  
THENCE NORTH 67°10'04" EAST 95.94 FEET; THENCE NORTH 16°43'29" EAST 136.09 FEET;  
THENCE NORTH 57°09'25" EAST 103.58 FEET; THENCE SOUTH 18°26'53" EAST 93.97 FEET;  
THENCE SOUTH 03°18'49" WEST 249.49 FEET; THENCE SOUTH 51°26'15" EAST 62.63 FEET;  
THENCE SOUTH 16°21'44" WEST 89.02 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO BOUNTIFUL CITY IN ENTRY #3311305, DAVIS COUNTY RECORDER; THENCE ALONG THE NORTH LINE OF SAID CONVEYANCE THE FOLLOWING THREE (3) CALLS; (1) WESTERLY FOR A DISTANCE OF 73.27 FEET ALONG THE ARC OF A 173.40-FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARING AND DISTANCE= NORTH 85°44'33" WEST 72.72 FEET, CENTRAL ANGLE=24°12'35"); (2) SOUTH 82°09'10" WEST 135.00 FEET; (3) WESTERLY FOR A DISTANCE OF 45.97 FEET ALONG THE ARC OF A 173.07-FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING AND DISTANCE = SOUTH 89°45'45" WEST 45.84 FEET, CENTRAL ANGLE = 15°13'12") TO SAID SECTION LINE AND TO THE POINT OF BEGINNING.

CONTAINS 2.008 ACRES

**NOTES**

1. THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS IS NORTH 89°56'54" EAST (D.C.S.), CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.

Curve Table					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	173.40'	73.27'	024° 12' 35"	N85° 44' 33"W	72.72
C2	173.07'	45.97'	015° 13' 12"	S89° 45' 45"W	45.84

LEGEND	
PROPERTY LINE	—————
ADJACENT PROPERTY	—————
ROAD CENTERLINE	—————
SECTION LINE	—————
SETBACK LINE	—————
EASEMENT LINE	—————
FENCE LINE	- - - - - x - - - - -
CURB, GUTTER, SIDEWALK	—————
SEWER LINE	—SS—SS—SS—
WATER LINE	—W—W—W—
RECORD CALLS ( )	

DRAWN: DEW 02/01/2023  
APPROVED: JRC 02/14/2023  
PROJECT #: 2072001  
PRELIM PLAT 2072001.dwg

**V210**  
PRELIMINARY PLAT