

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, December 8, 2020

6:00 p.m. – RDA meeting (separate agenda)

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged not to attend in person and to view the meeting online. The link to view the meeting can be found on the Bountiful City website homepage. If there is a public hearing listed on the agenda that you would like to submit a comment for, please email that comment prior to the meeting to info@bountifulutah.gov and indicate in the email if you would like your comment read at the meeting.

AGENDA

6:00 p.m. – RDA meeting with a separate agenda

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on November 10 & 17, 2020 p. 3
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid November 2, 9, 16 & 23, 2020 p. 15
 - b. October 2020 Financial Report p. 21
7. Recognition of Betty Louise Wight
8. Introduction of Dane Stone as new SDMFD Chief – Mayor Randy Lewis
9. Introduction of Charles Benson as Streets Director and Kraig Christensen as Water Director – Mr. Lloyd Cheney
10. Consider approval of Resolution 2020-21 authorizing the Steel Solar Project transaction schedule under the Master Firm Power Supply agreement with UAMPS and authorizing the Mayor to sign it – Mr. Allen Johnson p. 35
11. Consider approval of \$50,800 to purchase flow meter consoles from Accusonic – Mr. Allen Johnson p. 45
12. Consider approval of cemetery fees and charges associated with urn burial options – Mr. Brock Hill p. 47
13. Consider approval of Ordinance 2020-11 amending the Land Use Code regarding accessory structures – Mr. Francisco Astorga p. 51
 - a. Public Hearing
 - b. Action
14. Consider an amendment to the Land Use Code to Permit Temporary Sale Offices in Trailers within Residential Zones – Mr. Francisco Astorga p. 89
 - a. Public Hearing
 - b. Action
15. Consider approval of the final site plan approval for The Brooks, a mixed-use multi-family dwelling located at 220 North Main Street – Mr. Francisco Astorga p. 99
16. Review of 2020 Moderate Income Housing Plan report – Mr. Francisco Astorga p. 133
17. Consider approval of the 2021 City Council Meeting Schedule – Mr. Gary Hill p. 147
18. Consider approval of Resolution 2020-23 approving Bountiful City’s adoption of the Industrial Pretreatment Standards established by the South Davis Sewer District – Mr. Lloyd Cheney p. 149
19. Consider approval of Resolution 2020-22 authorizing an Interlocal project reimbursement agreement with Davis County – Mr. Gary Hill p. 153
20. Adjourn


City Recorder

1 Minutes of the
2 BOUNTIFUL CITY COUNCIL

3 November 10, 2020

4 6:30 p.m. – Work Session

5 7:00 p.m. – Regular Session

6
7 Present:

8 Mayor	Randy Lewis
9 Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn 10 Harris, Richard Higginson, Chris R. Simonsen
11 City Manager	Gary Hill
12 Asst. City Manager	Galen Rasmussen
13 City Engineer	Lloyd Cheney
14 Planning Director	Francisco Astorga
15 City Attorney	Clinton Drake
16 IT Director	Alan West
17 Finance Director	Tyson Beck
18 Parks Director	Brock Hill
19 Director of Streets, Sanitation	Charles Benson
20 Recording Secretary	Maranda Hilton

21
22 Official notice of the City Council Meeting was given by posting agendas at the temporary City
23 Hall locations (805 South and 150 North Main Street), on the Bountiful City Website and the
24 Utah Public Notice Website and by providing copies to the following newspapers of general
25 circulation: Davis County Clipper and Standard Examiner.

26
27
28 **Work Session – 6:30 p.m.**

29 **South Davis Metro Fire Station Conference Room**

30
31 Mayor Lewis called the meeting to order at 6:32 p.m. and welcomed those in attendance.

32
33 **BAR J WRANGLERS CONCERT DISCUSSION – MR. GARY HILL**

34 Mr. Gary Hill explained that two performances are planned on December 8th for the Bar J
35 Wranglers at Woods Cross High School. He asked Council if they would like to move forward
36 with the shows at this point or if they would rather cancel. Under the Governor’s current
37 executive order these gatherings would be allowed, but it is unknown what kind of restrictions
38 will be in place on December 8th. Also, the school district could decide to close the school at any
39 time if at least 15 students test positive for COVID-19 in a 14-day period. Staff’s only concern is
40 going ahead with selling tickets and then have to cancel the concert at the last second.

41 Mr. Richard Watson (Bountiful Community Service Council) said he talked to the school
42 today and everything is still open and that they would let the City know if that changed.

43 Councilman Higginson said he feels comfortable cancelling the performances as long as
44 the City will still provide funding for the Concert in the Park series, which is usually funded

1 from the Bar J Wranglers revenue. Mr. Hill said that the funding for the Concerts in the Park is
2 already budgeted for, so that will not be a problem.

3 Councilman Simonsen said he would like to move forward and sell tickets for the Bar J
4 Wranglers even if it ends up being cancelled last minute. He feels people need get out of their
5 houses and have something to look forward to. The Mayor agreed.

6 Councilwoman Bahr asked if refunds would be issued if the concert is cancelled. The
7 answer is yes. Councilman Higginson asked if the City will still owe the Bar J Wranglers their
8 fee if the show is cancelled. The answer is no.

9 Councilwoman Harris said she was conflicted about whether the City should still have
10 the performances. It is nice to go to these events as long as people will wear masks and socially
11 distance, but she also knows the healthcare system is already overwhelmed and this is a scary
12 time.

13 Council reached the consensus to move forward with the concert and that they will cancel
14 if they must and provide refunds for tickets if that is the case.

15
16 **BOUNTIFUL TOWN SQUARE GRAND OPENING DISCUSSION – MR. GARY HILL**

17 Mr. Hill explained that he has talked with South Davis Recreation District Director Mr.
18 Tif Miller about the opening of the new Town Square and the ice ribbon. Mr. Miller said they
19 will likely create an online reservation system to limit the number of people on the ice ribbon at
20 one time. In an effort to not have large crowds, Mr. Hill suggested they have an Opening Day on
21 December 5th with events scheduled throughout the day in lieu of having a Grand Opening
22 ceremony. He asked the Council for input on that idea. Councilmembers all agreed that it was a
23 good idea.

24
25 The work session was closed at 6:58 p.m.

26
27 **Regular Meeting – 7:00 p.m.**

28 **South Davis Metro Fire Station Conference Room**

29
30 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

31 Mayor Lewis called the meeting to order at 7:02 p.m. and welcomed those in attendance.
32 Lincoln Maxwell led the Pledge of Allegiance and Mr. Greg Maxwell, 2nd Counselor in the
33 Bountiful LDS North Stake presidency, offered a prayer.

34
35 **PUBLIC COMMENT**

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

37
38 Mr. Richard Watson (90 East 1100 South) informed the Council that Mr. Bernell
39 Loveridge, one of the longstanding members of the Bountiful Community Service Council,
40 passed away last week. He wished to pay tribute to Mr. Loveridge and the many years of service
41 he gave to the Service Council and for the many donations he gave to the Food Pantry.

42
43 Ms. Kathleen Bailey (1272 East North Ridge Drive) asked the Mayor if he would be
44 willing to reopen the public hearing regarding ADU's when it came time for that agenda item.

45
46 The public comment section was ended at 7:08 p.m.

1 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD**
2 **SEPTEMBER 29 & OCTOBER 13 & 27, 2020**

3 Councilwoman Bradshaw asked if Councilwoman Harris’ proposed changes were
4 included in the minutes as written and Councilwoman Harris said they were.

5 Councilwoman Bradshaw made a motion to approve the minutes of the previous
6 meetings and Councilman Simonsen seconded the motion. The motion was approved with
7 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
8

9 **CONSIDER APPROVAL OF RESOLUTION 2020-20 WHICH ALLOWS MEMBERS OF**
10 **THE BOUNTIFUL CITY COUNCIL, PLANNING COMMISSION, POWER**
11 **COMMISSION AND ADMINISTRATIVE COMMITTEE TO ELECTRONICALLY**
12 **ATTEND ALL PUBLIC MEETINGS FROM NOVEMBER 2020 THROUGH JUNE 2021**
13 **– MR. CLINTON DRAKE**

14 Mr. Clint Drake explained that this resolution is the same as the previous two resolutions
15 allowing for electronic attendance, it simply extends the time period that allows electronic
16 attendance through June of 2021.

17 Councilwoman Harris made a motion to continue to approve Resolution 2020-20 and
18 Councilwoman Bradshaw seconded the motion. The motion was approved with Councilmembers
19 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
20

21 **COUNCIL REPORTS**

22 Councilwoman Bahr did not have a report.

23 Councilman Higginson did not have a report.

24 Councilwoman Harris did not have a report.

25 Councilman Simonsen reported that the Veterans Park received its final inspection
26 completion report from the City today. He explained that instead of having a large gathering for
27 the grand opening as originally planned, they will have a small dedication ceremony tomorrow
28 which will be live broadcast so that more people can watch. They hope that they can safely have
29 a big celebration on Memorial Day 2021.

30 Councilwoman Bradshaw did not have a report.
31

32 **CONSIDER APPROVAL OF:**

33 **A. EXPENDITURES GREATER THAN \$1,000 PAID OCTOBER 26, 2020**

34 **B. SEPTEMBER 2020 FINANCIAL REPORT**

35 Councilman Higginson made a motion to approve the expenditures paid October 26,
36 2020 and the September 2020 financial report and Councilwoman Bahr seconded the motion
37 which passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting
38 “aye”.
39

40 **CONSIDER APPROVAL OF RESOLUTION 2020-16 RE-APPOINTING MAYOR**
41 **RANDY LEWIS TO THE SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES –**
42 **MR. GARY HILL**

43 Mr. Gary Hill explained that the Mayor has been serving on the Sewer District’s Board of
44 Trustees and his term is coming to an end. He has indicated that he would like to continue
45 serving, so staff recommends re-appointing him for another four years.

1 Councilman Higginson made a motion to approve Resolution 2020-16 and
2 Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,
3 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

4
5 **CONSIDER APPROVAL OF A CONTRACT WITH THE TANNER COMPANY TO**
6 **PERFORM A COMPREHENSIVE NETWORK SECURITY AUDIT IN THE AMOUNT**
7 **OF \$21,550 – MR. ALAN WEST**

8 Mr. Alan West explained that four to five years ago the Tanner Company came and did a
9 cybersecurity audit for the City and identified some vulnerabilities that were then addressed.
10 Lately several big cities have been hit with cybersecurity attacks and crypto attacks. In this kind
11 of attack, all the City’s information gets encrypted and the City must pay a lot of money to get it
12 back. He explained that it is time to conduct another comprehensive cybersecurity audit,
13 especially since more points of vulnerability have introduced this last year with network updates.
14 They reached out to several vendors and the Tanner Company came back with the best solution
15 and the lowest bid, so staff recommends the contract be approved with them to conduct the audit.

16 Councilwoman Harris made a motion to approve the contract with Tanner Company and
17 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
18 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

19
20 **CONSIDER APPROVAL OF:**

21 **A. RESOLUTION 2020-17 APPROVING AN INTERLOCAL AGREEMENT WITH**
22 **THE SOUTH DAVIS RECREATION DISTRICT TO SHARE CARES ACT**
23 **FUNDING**

24 **B. RESOLUTION 2020-18 APPROVING AN INTERLOCAL AGREEMENT WITH**
25 **THE MOSQUITO ABATEMENT DISTRICT-DAVIS TO SHARE CARES ACT**
26 **FUNDING - MR. GALEN RASMUSSEN**

27 Mr. Galen Rasmussen explained that as requested by the Council, CARES Act funding
28 has been shared with some other entities. So far, the City has given \$130,910 to South Davis
29 Metro Fire and \$352,516 to the Davis Cares Program. By approving the sharing of \$45,000 with
30 the South Davis Recreation District and \$1,739 with the Mosquito Abatement District, it will
31 complete the task of distributing the CARES Act funding. All four entities will be required to
32 report back about how they used the funding. The City has received \$3,773,239 in total for
33 COVID relief and protection.

34 Councilman Higginson made a motion to approve Resolutions 2020-17 & 2020-18 to
35 share the City’s CARES Act funding and Councilwoman Bahr seconded the motion which
36 passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

37
38 **FISCAL YEAR 2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)**

39 **A. PRESENTATION OF THE FY2020 CAFR – MR. TYSON BECK**

40 Mr. Tyson Beck explained that the presentation tonight is the culmination of
41 many months of work. The Finance Department prepared a Comprehensive Annual Financial
42 Report (CAFR) for the FY2020 which is a financial report that has enough detail, transparency,
43 and accuracy to qualify for a specific award from the Government Finance Officers Association
44 (GFOA). If the City receives the award this year it will be the 40th consecutive year that
45 Bountiful has achieved that distinction. He also explained that all cities who have over
46 \$1,000,000 in revenue must have an external audit performed each year. Keddington and

1 Christensen performed the audit for us this year, and Marcus Arbuckle will present the findings
2 from the audit tonight.

3 Mr. Beck reported that the net position of the City grew by \$5,029,000 in FY2020 and
4 that good cash balances were maintained. At the end of FY2020 there was an outstanding bonded
5 debt of \$9,300,000, but as of last Monday that has been fully paid off and the City is currently
6 debt free. He explained that there were specific funds that had a difficult year, namely the Light
7 & Power Fund and the Capital Projects Fund. The Power Department experienced a difficult
8 year with several large repairs being required at the Echo Hydro Plant and some turbines that had
9 to be rebuilt and replaced. The Capital Projects Fund also experienced a net loss this year due to
10 the expenses associated with completing the Town Square and the remodeling of City Hall. They
11 also used funds for redoing sections of the street on 200 North and 100 North.

12 Councilman Simonsen asked how many cities are debt-free. Mr. Beck and Mr. Arbuckle
13 both said they did not know of any others in the state and that it was a very rare situation.

14 Councilwoman Bradshaw asked if the recent bond payoff will have any effect on the
15 bond rating the City receives on the new parks and trails bond. Mr. Beck said he did not know
16 for sure, it is possible, but they generally base the rating off revenue streams.

17
18 **B. INDEPENDENT FINANCIAL STATEMENT AUDIT PRESENTATION FY 2020 –**
19 **MR. GARY KEDDINGTON**

20 Mr. Marcus Arbuckle, partner at Keddington and Christensen, explained that as part of an
21 independent audit they are required to report the findings to the City’s governance (City
22 Council). He stated that they simply provide an opinion on the financial statements of the City,
23 and that the audit does not relieve Governance or City management of their respective
24 responsibilities as they pertain to the finances of the City. He said that they have issued an
25 “unmodified opinion”, which means they feel the financial statements are materially correct.
26 They also reviewed the internal controls that are in place in the following areas: cash receiving,
27 cash disbursement, payroll, and financial close and reporting; and feel the City has adequate
28 separation of duties and is in compliance.

29 Mr. Arbuckle said they tested the following areas of State compliance given by the State
30 Auditor’s Office: budgetary compliance, the Utah Retirement System, the Open and Public
31 Meetings Act, cash management, fund balance, restricted taxes, fraud risk assessment, and
32 impact fee schedule. They had one finding regarding the Worker’s Compensation Fund being
33 overbudget because of not knowing how much the expense would be until after the deadline for
34 amending the budget. Additional checks and balances have now been put in place to prevent that
35 from happening in the future.

36 The final portion of the audit was a review of federal awards, which Bountiful was
37 required to complete this year after receiving CARES Act funding. They found the City was in
38 compliance with how that money was spent.

39
40 **CONSIDER APPROVAL OF THE PURCHASE OF THREE 2021 KAWASAKI 750**
41 **FOUR-WHEELERS FROM RENEGADE SPORTS IN THE AMOUNT OF \$33,039 – MR.**
42 **BROCK HILL**

43 As a side note, Councilman Higginson wished to thank Councilwomen Bradshaw and
44 Bahr for their work helping promote the Parks and Trails Bond. They made sure people had all
45 the information and that this issue received enough attention.

1 Mr. Brock Hill explained that due to COVID-19 his department has had increased
2 sanitation protocols and a big increase in work trying to keep the parks and restrooms clean. He
3 said they would like to purchase some new four-wheelers that will help them in this endeavor
4 and that will replace some aging four-wheelers that are past their usefulness. After doing some
5 research they feel that purchasing from a local dealer will be less expensive than purchasing
6 from state-contracted dealers, so they recommend buying from Renegade Sports in Centerville.

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

10
11 **CONSIDER APPROVAL OF A TWO-YEAR RESIDENTIAL CURBSIDE RECYCLING**
12 **SERVICE AGREEMENT EXTENSION WITH ACE RECYCLING – MR. CHARLES**
13 **BENSON**

14 Mr. Charles Benson explained that the current contract with Ace Recycling expires at the
15 end of this month (November). The City has contracted with them for the curbside collection of
16 the City’s recycling since 2013 and have had good results, so they eagerly recommend extending
17 the contract with them. The contract includes a 1.6% cost of living increase which would raise
18 rates from \$2.79 to \$2.83 per collection. Residents are currently charged \$2.75 and are looking
19 into increasing rates in the next budget year to cover the cost of collection more fully.

20 Councilwoman Harris asked how the recycling industry is doing currently. Mr. Benson
21 said that they had started to see lower costs and more opportunities at the beginning of the year,
22 but COVID-19 has impacted the industry and now it is a “wait and see” situation. Staff feels
23 strongly that the recycling program should continue to be offered to residents, however.

24 Councilman Higginson asked if that was due to the benefit for the landfill. Mr. Benson
25 answered yes and said that 2,587 tons of waste were diverted from the landfill in 2018 to be
26 recycled. They cannot guarantee that the industry will recover but they still have high hopes that
27 it will.

28 Councilwoman Bahr made a motion to approve the service agreement with Ace
29 Recycling and Councilman Higginson seconded the motion. The motion passed with
30 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

31
32 **CONSIDER APPROVAL OF ORDINANCE 2020-10 AMENDING THE LAND USE**
33 **CODE REGARDING ADUs – MR. FRANCISCO ASTORGA**

34 Mr. Astorga reminded the Council that they reviewed this item at the City Council
35 meeting on October 13th and gave staff direction regarding parking and square footage
36 requirements. He explained that after hearing their recommendations, City staff feels
37 comfortable simply requiring one additional parking space to a home’s original parking
38 requirement. They feel this will alleviate concerns about parking for owners of older houses who
39 wish to apply for an ADU. They also analyzed the square footage restrictions and felt that the
40 60/40 split was inconsequential since owners may live in the primary residence or in the ADU,
41 so they want to remove that language in the code. They also advise that additional language is
42 not added regarding a square footage cap. He explained that they have been seeing applications
43 with large closets inside the ADU floorplan that are assigned to the primary residence to stay at
44 or under 40% of the total square footage. Staff feels that this is arbitrary and that a better solution
45 would be to strengthen the language regarding separate entrances and “self-contained” units. The
46 final issue they want to change has to do with the definition of a “family” as it pertains to ADUs.

1 They felt they should make it the same as the single family residential definition of family, “An
2 individual, or two (2) or more persons related by blood, marriage, or adoption, or a group of not
3 more than four (4) persons who are not related.”
4

5 The Mayor re-opened the Public Hearing on this item at 7:56 p.m.
6

7 Mr. Tim Jones (1385 East North Ridge Drive) said he is concerned about corporate
8 purchasers turning homes into rental units and duplexes. He asked that the language regarding
9 the primary owner living on site be cleaned up in the code to help prevent this from happening.
10

11 Ms. Kendalyn Hill (no address given) said that because people cannot foresee all of life’s
12 phases when they decide to purchase a home, it is important to have ordinances in place that can
13 help them move through those phases with ease. She said property owners should have the right
14 to rent their homes to anyone they choose. She feels if the City helps property owners be self-
15 sufficient, they in turn can help others and build a better community for everyone.
16

17 Mr. David Hill (no address given) said he feels older people living on a limited income
18 would benefit from this ordinance, as would people saving for retirement or trying to maintain
19 their properties. He feels property owners have a vested interest in finding law-abiding renters,
20 which will make ADUs self-regulating. He feels strongly that the power of the bureaucracy
21 should be limited, and property owners should be allowed to regulate their own ADUs with
22 private agreements between them and renters. The City should not be involved unless the
23 neighbors have a complaint. He is also troubled by the requirement to change and record your
24 title with the county to have an ADU.
25

26 Mr. Astorga summarized an e-mail he received from Mr. Jace Riley, “I am in full support
27 of this updated proposal.”
28

29 The Public Hearing was closed at 8:07 p.m.
30

31 Councilman Simonsen asked for clarification regarding the deed restriction that Mr.
32 David Hill referred to. Staff explained that the deed restriction makes a record with the county
33 that your property has a legal ADU permit which acts as a protection for the property owner in
34 case that is ever challenged. It helps keep properties from becoming duplexes and makes
35 information about the property readily available to realtors. They feel this requirement will also
36 help bring non-compliant properties into compliance.

37 Councilwoman Bradshaw said she was surprised that a square footage cap and a 55/45%
38 rule was not implemented after their previous discussion. Staff noted that as they evaluated
39 having square footage regulations, they felt it would not have any impact on neighborhoods but
40 would only increase the work for staff. Having the regulations seemed to encourage dishonesty
41 among the applicants. Mr. Drake stated that the 55/45% rule could prevent most rambler style
42 homes in Bountiful from applying for an upstairs/downstairs ADU since the basement is the
43 same footprint as the main floor.

44 Councilwoman Bradshaw said she feels that three things will affect the quality of
45 neighborhoods: owners living on site, size of the ADU being restricted and off-street parking

1 being provided. She feels if ADUs can be just as large as the principal residence then they will
2 become more like duplexes.

3 Councilwoman Harris said she feels the interior footprint of the home, and how it is split
4 between the main residence and ADU, doesn't impact the neighborhood. She feels parking and
5 preserving the look of a single-family residence is what will matter most.

6 The Mayor asked each Councilmember how they feel about the changes and to give
7 direction to staff.

8 Councilman Higginson agreed that a square footage restriction does not benefit anyone,
9 and accepted the proposed changes as is.

10 Councilwoman Bahr said she prefers the previous draft better. She feels strongly that
11 square footage restrictions are necessary to protect our communities and without them the code
12 will be abused. She supports renters being able to find affordable housing, but feels that a
13 3,000sf ADU is not the kind of rental that should be encouraged.

14 Councilwoman Harris said it is not perfect, but she is happy to support the changes. As
15 long as there is adequate parking, the look of the home is not altered, and the owner lives on-site
16 then she likes giving people the freedom to have an ADU in their homes.

17 Councilman Simonsen said he likes the simplicity of the changes and is in favor of them.

18 Councilwoman Bradshaw said she is not comfortable with the changes and feels the
19 percentage restrictions are needed in order to protect our single-family neighborhoods.

20 Councilman Higginson said he felt square footage restrictions would mostly affect
21 detached structure ADUs and asked if they are putting a restriction on those. Mr. Astorga said
22 that detached structures already have a restriction imposed on them in general, which is that they
23 cannot exceed 10% of the lot, however he was happy to put a cap of 1250sf on detached ADUs.

24 Councilwoman Bahr said she thinks a square footage requirement is needed.

25 Councilman Higginson asked staff what their opinions are. Mr. Astorga, Mr. Hill, and
26 Mr. Drake all said they favored the changes as presented but that they are happy to make any
27 changes the Council decides are best.

28 Councilwoman Harris made a motion to approve the changes as drafted.

29 Councilwoman Bradshaw made a sub-motion to adopt sections A, B and C of the code,
30 and to push sections D and E until a later date. Councilwoman Bahr seconded the sub-motion.
31 Councilmembers Bahr, Bradshaw and Simonsen voted "aye".

32 Mr. Drake said partial adoption is problematic and advised the Council to either adopt it
33 in its entirety or table it to a future date. If they adopt only sections A, B and C, that would either
34 mean that only those changes are current and applicants could get approval with only those
35 regulations or the entire change is still pending and nothing could be approved. Mr. Astorga
36 explained that there are four applicants currently waiting for a decision who cannot move
37 forward until the code is finalized.

38 Councilmembers Harris and Higginson suggested adding a square footage cap for all
39 ADUs except basement ADUs and finalizing the code tonight if the rest of the Council was in
40 favor.

41 Councilwoman Bahr made a motion to table the adoption and Councilman Simonsen
42 seconded the motion.

43 Council discussed the possibility of drafting new changes during the meeting and
44 adopting the new changes tonight. Staff said they could do that if they had a brief recess to
45 prepare.

46 Councilwoman Bahr withdrew her motion.

1 Mr. Hill suggested they move on to the next agenda item and the come back to this one
2 afterward.

3
4 **CONSIDER APPROVAL OF RESOLUTION 2020-19 AUTHORIZING THE RE-**
5 **APPOINTMENT OF GLENN BRONSON AS THE BOUNTIFUL CITY**
6 **ADMINISTRATIVE LAW JUDGE – MR. CLINTON DRAKE**

7 Mr. Drake explained that Judge Glenn Bronson is up for reappointment as the City’s
8 administrative law judge and the reappointment would authorizing him to serve until June of
9 2022.

10 Councilman Higginson expressed his dissatisfaction with a ruling Judge Bronson made
11 regarding the interpretation of City land use code. Mr. Drake said they can find other candidates
12 if the Council prefers to do that. They do not have to make the decision tonight.

13 Councilman Higginson made a motion to table this item to get additional
14 recommendations from staff and Councilman Simonsen seconded the motion. The motion passed
15 with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

16
17 The Mayor announced a short recess at 9:11 p.m.

18
19 The meeting reconvened at 9:23 p.m.

20
21 **CONSIDER APPROVAL OF ORDINANCE 2020-10 AMENDING THE LAND USE**
22 **CODE REGARDING ADUs (CONTINUED)– MR. FRANCISCO ASTORGA**

23 Mr. Astorga read the new changes made to the land use code. Regarding square footage
24 restrictions, “Shall be at least three hundred fifty (350) sq. ft. in size and shall not exceed one
25 thousand two hundred fifty (1,250) sq. ft., however accessory dwelling units located in a
26 basement may occupy the entire basement of the principal unit.”

27 Councilwomen Bahr and Bradshaw asked for clarification about the definition of
28 basement in the code.

29 Councilwoman Harris made a motion to accept Ordinance 2020-10 with these new
30 additions and Councilman Higginson seconded the motion.

31 Councilwoman Bahr said she is still concerned about ADUs and principal units being the
32 same size and transitioning into being duplexes. She feels stricter regulations are needed and
33 55/45% language so that the City can plan for the worst and hope for the best.

34 Councilwoman Harris said that duplexes do not require an owner to live on-site and have
35 separate utilities, so she does not feel ADUs as defined in the code will become duplexes.

36 The motion passed with Councilmembers Harris, Higginson and Simonsen voting “aye”
37 and Councilmembers Bahr and Bradshaw voting ‘nay’.

38
39 **ADJOURN**

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

43
44 The regular session of City Council was adjourned at 9:36 p.m.
45
46

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Mayor Randy Lewis

City Recorder

DRAFT

1 Minutes of the
2 BOUNTIFUL CITY COUNCIL
3 acting as the
4 BOUNTIFUL CITY CANVASS BOARD
5 November 17, 2020
6 6:00 p.m.
7

8 Present:

9 Mayor	Randy Lewis
10 Councilmembers	Kate Bradshaw, Kendalyn Harris, Richard 11 Higginson, Chris R. Simonsen
12 City Manager	Gary Hill
13 City Attorney	Clinton Drake
14 City Recorder	Shawna Andrus
15	
16 Excused:	Millie Segura Bahr
17	

18 Official notice of the City Council Meeting was given by posting an Agenda at the temporary
19 City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website
20 and the Utah Public Notice Website and by providing copies to the following newspapers of
21 general circulation: Davis County Clipper and Standard Examiner.
22

23 **Canvass Meeting – 6:00 p.m.**
24 **South Davis Metro Fire Station Conference Room**
25

26 **WELCOME AND PLEDGE OF ALLEGIANCE**

27 Mayor Lewis called the meeting to order at 6:08 p.m. and welcomed those in attendance.
28 Councilman Chris Simonsen led the Pledge of Allegiance.
29

30 **PUBLIC COMMENT**

31 The public comment section was started at 7:07 p.m.
32

33 Shawn Stahle (857 South 400 West) said that he wanted to record favorite Christmas
34 memories as a way to help unify the community. He invited the Councilmembers and
35 Mayor to speak with him if they would like to participate.
36

37 The public comment section was ended at 7:09 p.m.
38

39 **CONSIDER APPROVAL OF THE BOND ELECTION RESULTS AS PREPARED BY**
40 **THE DAVIS COUNTY CLERK/AUDITOR'S OFFICE – MR. GARY HILL**

41 Mr. Hill presented the results of the City of Bountiful Park & Recreation Bond Election
42 to the Council, along with the description of ballots not counted and the Statement of Votes Cast
43 (SOVC). He pointed out that voter turn out was 91.85% in this election which is very high. The
44 results of the election were 14,424 votes for the bond and 9, 873 votes against the bond.

1 Councilwoman Bradshaw made a motion to approve the results of the City of Bountiful
2 Park & Recreation Bond Election as prepared by the Davis County Clerk/Auditor's office and
3 Councilwoman Harris seconded the motion. The motion was approved with Councilmembers
4 Bradshaw, Harris, Higginson and Simonsen voting "aye".

5

6 **ADJOURN**

7

8 The meeting of the Bountiful City Board of Canvassers was adjourned at 6:15 p.m.

Randy Lewis, Mayor

Shawna Andrus, City Recorder

DRAFT

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
November 2, 9, 16 & 23, 2020

Author: Tyson Beck, Finance Director

Department: Finance

Date: December 8, 2020

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid
November 2, 9, 16 & 23, 2020.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid November 2, 2020

<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>
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,040.52	218291	50665651	# 5923 Inspection - Customer # 98370
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,139.71	218291	50665658	# 5061 Inspection - Customer # 98370
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,437.62	218291	50665637	# 5071 Inspection - Customer # 98370
1125	AMERICAN FENCE CO	Light & Power	535300 448639	Substation	1,250.00	218292	2261665	Repair Fence - Customer # 278984
1125	AMERICAN FENCE CO	Light & Power	535300 448639	Substation	3,450.00	218292	2264406	Repair Fence - Customer # 278984
1172	APPARATUS EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	1,019.00	218293	20-IV-4484	Repairs
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,865.53	218294	75Z51620	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,141.60	218294	74S53420	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,280.64	218294	75Z51520	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,519.60	218294	74G16720	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,519.60	218294	74S53520	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,551.88	218294	72Q82220a	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,554.40	218294	74G16620	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,632.36	218294	73R71920a	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	218294	72Q82320a	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,871.54	218294	73R72020a	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	9,584.22	218294	73L25420a	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	10,109.70	218294	73L25520a	Tree Trimming - Customer # 025450
1615	CENTURYLINK	Enhanced 911	104219 428000	Telephone Expense	3,522.28	218305	10222020	Acct # 801-578-0401 452B
2329	GORDON'S COPYPRINT	Legislative	104110 422000	Public Notices	1,871.80	218327	B30098	November 2020 Newsletter Copies
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	15,290.20	218328	20028	Turf Supplies and Treatment
2537	HOSE & RUBBER SUPPLY	Streets	104410 425000	Equip Supplies & Maint	1,291.83	218334	01481938	Gate Spirals - Customer # B1580
2605	INTERFORM	Light & Power	535300 445202	Uniforms	1,727.50	218337	274375	Work Shirts / Uniforms - Acct # 9334
2719	JMR CONSTRUCTION INC	Streets	104410 473400	Concrete Repairs	51,367.39	218340	11032020	Work Completed in October 2020
2719	JMR CONSTRUCTION INC	Water	515100 461300	Street Opening Expense	1,069.20	218340	11032020	Work Completed in October 2020
3924	JOHNSON CONTROLS	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,234.88	218342	1-99344465047	HVAC/Control System Rebuild - Acct # 1328024
2765	JP ELECTRICAL, LC	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,430.00	218343	W18181	Fix Broken Light due to Windstorm
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,557.54	218347	6040	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,912.05	218347	6187	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,025.50	218347	6182	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	10,142.73	218347	6203	Patching - Customer # BOUN02610
2896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,282.66	218349	213271	Auto Parts
11730	LINE 29 ARCHITECTURE	Streets	454410 472100	Buildings	2,720.00	218352	1017	Repair to Car Wash at Street Dept
12280	MOUNTAIN STAINLESS	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,294.80	218358	10738	Repairs to Creekside Park
3225	MYERS POWER PRODUCTS	Light & Power	535300 448639	Substation	1,855.00	218361	W-86756	Parts for CGI Equipment
3271	NETWIZE	Information Technology	104136 425000	Equip Supplies & Maint	8,589.08	218363	19827	VMWare Licensing- 3rd VM Host Server
11558	NICHOLSON PROFESS	Legislative	454110 472100	Buildings	426,009.38	218364	1825-13	CITY HALL REMODEL
3875	SEMI SERVICE INC	Streets	454410 474500	Machinery & Equipment	118,195.00	218383	W 133499	Body and Snowplow Package- Customer # 2336
3916	SIGNATURE EQUIPMENT	Sanitation	585800 474600	Vehicles	119,000.00	218386	9200877	Approved by Council Refuse Truck Body
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	15,969.32	218397	0315528	Fuel - Acct # 000275
4450	VERIZON WIRELESS	Police	104210 428000	Telephone Expense	2,050.02	218403	9865503479	Acct # 771440923-00001
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,095.00	218408	105661	Janitorial Cleaning for Oct. 2020
Total					887,164.68			

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

Paid November 9, 2020

<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>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,144.45	218410	11012020	Recycling Fees for October 2020
1125	AMERICAN FENCE CO	Light & Power	535300 448639	Substation	4,925.00	218414	2265311	Install Fence - Customer # 278984
1140	AMERICAN WATER WORKS	Water	515100 421000	Books Subscr & Mmbrshp	4,134.00	218415	7001849695	AWW Dues for Member # 00033047
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	3,429.38	218417	76N90420	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,190.40	218417	77B36020	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,351.04	218417	77B36120	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,485.05	218417	76N90320	Tree Trimming - Customer # 025450
1395	BODY WORKS UNLIMITED	Liability Insurance	636300 451150	Liability Claims/Deductible	4,910.25	218422	1300	Police Vehicle Auto Repair
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	31,514.00	218424	113031	Tubgrinding
1889	DAVIS COUNTY GOVERNMENT	Police	104210 431600	Animal Control Services	10,390.92	218437	109249	Oct. 2020 Animal Control Services
5281	DOMINION ENERGY UTAH	Police	104210 427000	Utilities	2,345.25	218440	11012020M	Acct # 3401140000
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	13,635.19	218440	11012020D	Acct # 6056810000
2008	DURA-CRETE INC	Water	515100 473110	Water Mains	3,220.00	218442	151542	Vault for Ivory Homes - Customer # BOU3385
11702	ENVIRO-CLEAN GROUP	Storm Water	494900 425000	Equip Supplies & Maint	1,336.54	218445	20-7441	Brooms for Ravo
11702	ENVIRO-CLEAN GROUP	Storm Water	494900 474600	Vehicles	240,000.00	218445	20-7436M	Approved by Council New 2021 Ravo Sweeper Model
2126	FAIRBANKS SCALES	Landfill	575700 426000	Bldg & Grnd Suppl & Maint	1,527.75	218447	1522301	Service on the Truck Scales - Customer # 95481
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	1,617.36	218449	1135529	Misc. Parts - Customer # 48108
5458	HANSEN, ALLEN & LUCE	Landfill	575700 431300	Environmental Monitoring	5,077.74	218453	43052	Project# 374.01.100 Services for Sept 16 to Oct 15
2483	HIGHLAND GOLF	Golf Course	555500 425100	Special Equip Maintenance	1,151.38	218454	41381	Golf Supplies - Acct # bountiful-CustSale
4996	KEDDINGTON & CHRISTE	Finance	104140 431100	Legal And Auditing Fees	4,012.94	218462	3794	3rd InterimBilling AuditService Year End 6-30-2020
4996	KEDDINGTON & CHRISTE	Light & Power	535300 431100	Legal And Auditing Fees	4,778.30	218462	3794	3rd InterimBilling AuditService Year End 6-30-2020
2870	KUSTOM SIGNALS, INC	Police	104210 445100	Public Safety Supplies	3,905.00	218464	364629	RU2 Model - Customer # 25218
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,188.72	218465	6224	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,491.75	218465	6233	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,635.66	218465	6262	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,482.27	218465	6227	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,909.32	218465	6215	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,994.69	218465	6251	Patching - Customer # BOUN02610
2896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	5,319.91	218468	573624	Turbo and Lujectors - Acct # 11785
8635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	2,840.00	218469	10312020	Legal Fees from October
8404	MAIN STREET INVESTME	Legislative	454110 472100	Buildings	8,779.50	218474	11092020	December 2020 Rent for City Hall
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	8,539.13	218475	4873619	Valve Block and Module - Customer # 378866
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,771.95	218477	S103778916.001	Setters - Customer # 184988
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,867.15	218477	S103774356.003	Setters - Customer # 184988
3195	MOUNTAINLAND SUPPLY	Water	515100 473110	Water Mains	4,680.21	218477	S103813037.001	Setters - Customer # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 473110	Water Mains	5,432.10	218477	S103797558.001	Setters - Customer # 184988
3458	PETERBILT OF UTAH, I	Sanitation	585800 474600	Vehicles	143,428.00	218488	109768	Approve by Council Sanitation Truck- VIN #LF109768
3982	SOUTH DAVIS METRO FI	Legislative	104110 461000	Miscellaneous Expense	2,500.00	218499	2020-016	July-November 2020 Rental Training Room
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	3,015.19	218506	0315478	DEF,AandF,Guardol,Floor Dry
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	2,624.94	218506	0315607	Fuel - Acct # 000276
4229	TOM RANDALL DIST. CO	Landfill	575700 425000	Equip Supplies & Maint	1,137.95	218506	0315633	Bulk Oil Acct # 000138
11560	TRASKBRITT	Planning	104610 431000	Profess & Tech Services	3,030.00	218507	138161	Services Render - Client # 3961
4448	VEOLIA ENVIRONMENTAL	Sanitation	585800 448000	Operating Supplies	62,880.54	218514	025908956	Fluoresent Bulbs,Batties,Pesticides
4451	VERMEER ROCKY MOUNTA	Light & Power	535300 448635	Vehicles	1,969.44	218516	S10459	Reapirs - Acct # BOUNT002

4535 WEBER RIVER WATER US	Light & Power	535300	448627	Echo Hydro Operating Costs	93,619.50	218518	12-3487	50% of safety of Dams pmt to Bureau Reclamation
7732 WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	2,095.00	218521	105503	Janitorial Cleaning for Sept. 2020
Total					<u>770,314.86</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid November 16, 2020**

<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>
1164	ANIXTER, INC.	Light & Power	535300 448636	Special Equipment	1,039.55	218524	4678931-03	Hotline Cutler/ Support - Cust # 600052
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,092.32	218526	77R25720	Tree Trimming - Customer # 025450
11637	BLACK SHEEP OILFIELD	Water	515100 473110	Water Mains	105,192.68	218529	11162020	Waterline work on Lewis Park and Highland Oaks
1428	BOUNTIFUL IRRIGATION	Streets	104410 427000	Utilities	2,217.37	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Parks	104510 461400	Purchase Of Water	42,467.13	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Water	515100 426000	Bldg & Grnd Suppl & Maint	4,099.20	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	535300 424002	Office & Warehouse	1,362.69	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	535300 448613	Power Plant Operating Costs	3,692.38	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Light & Power	535300 448639	Substation	1,497.39	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	25,892.44	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	18,689.15	218531	03-2086	2020 Non Taxable Assessment
1428	BOUNTIFUL IRRIGATION	Redevelopment Agency	737300 455050	Btfl Subconservancy Fees	1,104.28	218531	03-2082	2020 Non-Taxable Assessment
1602	CDW GOVERNMENT, INC.	Computer Maintenance	616100 429200	Computer Software	2,079.20	218538	3984535	Office 365 Basic License - Customer # 6530022
1602	CDW GOVERNMENT, INC.	Computer Maintenance	616100 429200	Computer Software	3,120.00	218538	ZWF4704	Office 365 Licenses - Customer # 6530022
1683	CITY OF ST. GEORGE	Light & Power	535300 448632	Distribution	18,018.24	218541	06437	Helping from Wind Restoration
1716	CMT ENGINEERING LABO	Legislative	454110 472100	Buildings	1,127.50	218543	90739	Project 013133 City Hall Remodel
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	1,780.69	218565	108638	Soft Starts for Pump - Customer # BOUCIT
3924	JOHNSON CONTROLS	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,797.63	218568	21946775	Bntfl Districts Courts Contract 12/1/16-11/30/21
3924	JOHNSON CONTROLS	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,212.00	218568	1-99722983918	HVAC/Control System Rebuild - Cust Acct # 1328024
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,988.22	218572	6281	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	4,433.52	218572	6270	Patching - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,943.19	218574	388064	Road Base - Customer # BCTY07399
2920	LEFAVOR ENVELOPE COM	Treasury	104143 429050	Util Billing Supplies	4,780.00	218576	168831	Envelopes - Customer ID COB
3148	MONSEN ENGINEERING C	Light & Power	535300 429300	Computer	5,516.95	218579	PM-INV003427	GIS Locator Equipment
3271	NETWIZE	Information Technology	104136 425000	Equip Supplies & Maint	9,305.54	218585	19829	Microsoft Windows Server License
4844	OWEN EQUIPMENT	Storm Water	494900 425000	Equip Supplies & Maint	1,311.70	218589	00100353	Fuel Tank - Acct # S1234
11060	PRIME FIELD SERVICE	Light & Power	535300 448618	Echo Hydro Major Repairs	34,411.14	218592	022284	Exchange Runner - Customer # BOUPOW
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,163.95	218593	2808013	Tires and Service - Acct # 2801867
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	1,804.74	218593	2808012	Tires and Service - Acct # 2801867
10586	ROCKY MOUNTAIN RECYC	Recycling	484800 431550	Recycling Collectn Service	11,053.98	218598	20994	Curbside Recycling Fees
3805	S.D.P. MANUFACTURING	Light & Power	535300 448635	Vehicles	2,201.00	218601	47320	
3830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	7,296.00	218602	SCE21-166R	Tuition
4801	SMITH HARTVIGSEN	Redevelopment Agency	737300 431000	Profess & Tech Services	1,118.00	218608	47766	RE: bo019-001 General - Redevelopment
9792	SMITH STEELWORKS LLC	Legislative	454110 473100	Improv Other Than Bldgs	7,056.20	218609	2161	44 Gallon Flat Top Trash Receptacle w/Dome Top
3974	SONNTAG RECREATION,	Parks	104510 426000	Bldg & Grnd Suppl & Maint	12,937.50	218610	20253	Playground Safety Surface Replacement
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,769.28	218619	909786321	Golf Balls - Acct # US00021802
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	15,777.00	218621	0316059	Fuel Purchased - Acct # 000275
5000	U.S. BANK CORPORATE	Police	104210 423000	Travel & Training	1,028.15	218623	11102020TK	FallTrain,PPEMasks -Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	3,409.48	218623	11102020TK	FallTrain,PPEMasks -Acct # 4246-0445-5571-8851

5000 U.S. BANK CORPORATE	Light & Power	535300	445201	Safety Equipment	1,190.34	218623	11102020AJ	Train,USB,Lunch -Acct # 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Light & Power	535300	461000	Miscellaneous Expense	1,439.92	218623	11102020AJ	Train,USB,Lunch -Acct # 4246-0445-5571-8851
4450 VERIZON WIRELESS	Light & Power	535300	448641	Communication Equipment	1,665.91	218626	9866034924	Acct # 371517689-00001
5224 WATCH GUARD VIDEO	Liquor Control	104218	445100	Public Safety Supplies	2,586.00	218628	ACCINV0027943	Charging Cable - Customer ID BOUNTIFU0001
Total					<u>379,669.55</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid November 23, 2020**

<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>
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,252.96	218637	78G97320	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,392.96	218637	78G97420	Tree Trimming - Customer # 025450
1596	CATE RENTAL & SALES,	Streets	104410 425000	Equip Supplies & Maint	2,391.41	218652	Z29272	Misc.Parts and Supplies - Customer # 02308
2035	ECONOLITE CONTROL PR	Streets	104410 441300	Street Signs	19,682.50	218669	INV200109	Traffic Control Equip - Customer # A10170
7212	ENTELLUS INC	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	1,890.00	218673	51228	Easement Survey - Project Bountiful Power 3100 S.
2104	ESRI-ENVIRONMENTAL S	Light & Power	535300 429300	Computer	15,000.00	218674	93925769	ESRI Software for GIS Software- Payer 596824
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,414.00	218681	20226	Turf Treatment
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	8,294.34	218689	108692	Scada Panel - Acct # BOUCIT
12289	JUSTENSEN, JARED	RAP Tax	838300 426100	Special Projects	1,880.00	218699	101	Trail Systems Consult
2830	KIMBALL EQUIPMENT CO	Landfill	575700 425000	Equip Supplies & Maint	7,506.51	218701	PSO076254-1	Parts of Screener - Customer # BP0000215
2920	LEFAVOR ENVELOPE COM	Treasury	104143 429050	Util Billing Supplies	9,073.60	218706	168934	Envelopes
3200	MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	2,228.88	218715	1007439	Oil Pan for Trucks
12326	PARSONS BEHLE & LAT	Liability Insurance	636300 431000	Profess & Tech Services	1,515.30	218723	1317996	Professional Fees - Client # 29728
12326	PARSONS BEHLE & LAT	Liability Insurance	636300 431000	Profess & Tech Services	1,571.00	218723	1317997	Professional Fees - Client # 29728
3536	POWER PRODUCT SERVIC	Light & Power	535300 424002	Office & Warehouse	1,079.96	218727	126271	Cooling Fans - Customer # BLP
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,648.48	218733	2823768	Tire Service - Acct # 2801867
5553	PURCELL TIRE AND SER	Light & Power	535300 448635	Vehicles	2,080.44	218733	2823787	Tires and Service - Acct # 2804231
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,410.51	218747	1171096	Misc. Parts and Supplies - Ref # 11733980
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	1,109.50	218752	1508254	Fluoride - Customer # 0205700
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,435.50	218752	1508253	Fluoride - Customer # 0205700
5361	WATTS STEAM STORE UT	Parks	4454510 474500	Machinery & Equipment	10,956.00	218768	27981	Approved to purchase with CARES ACT-Water Tank
Total					<u>102,813.85</u>			

City Council Staff Report

Subject: October 2020 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: December 8, 2020



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2021 through September as compared to the past three fiscal year periods through that same timeframe.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2021 budget portion of these reports is the originally adopted FY2021 budget approved by the City Council in June of 2020.

Recommendation

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

Attachments

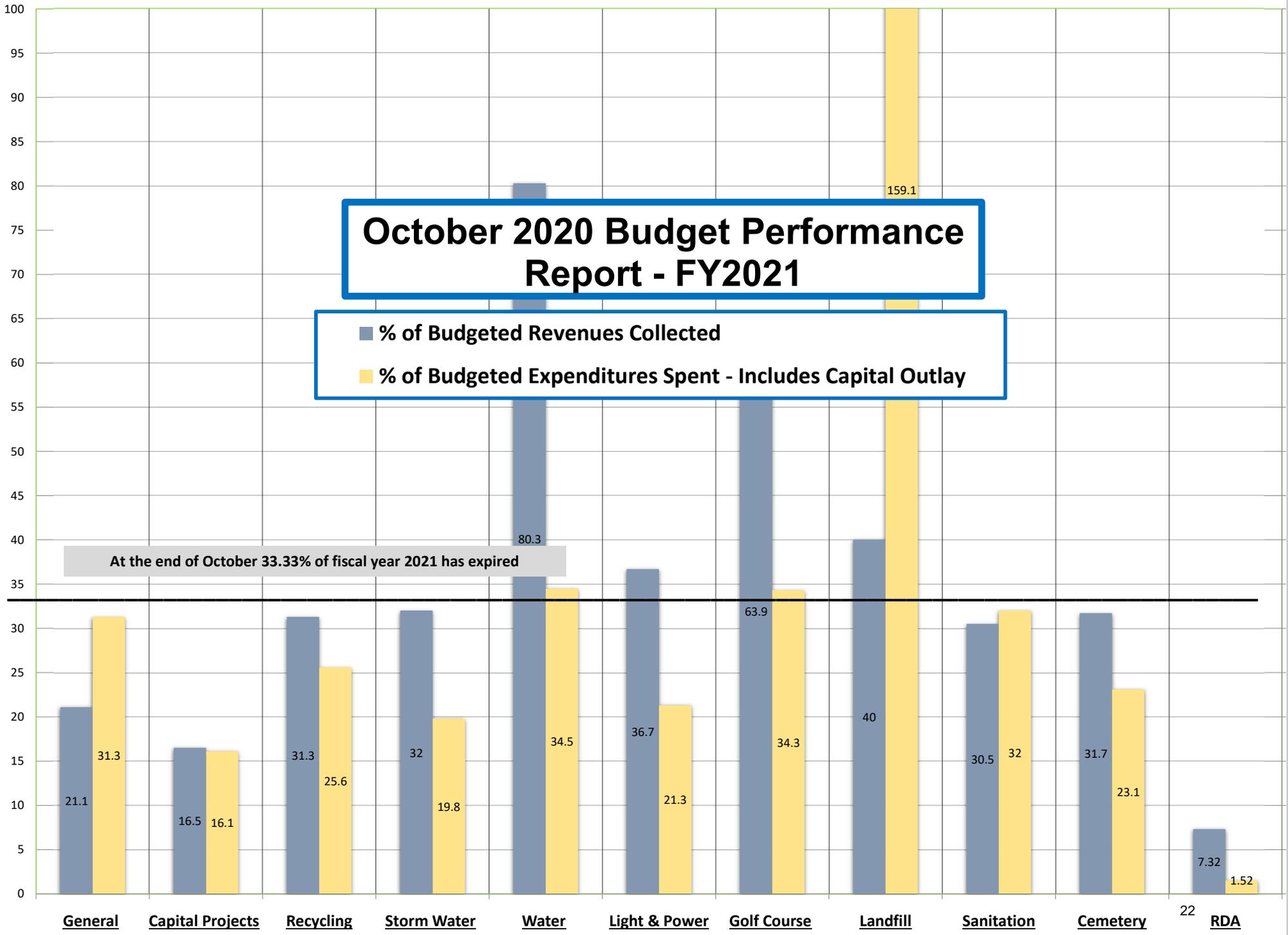
- October 2020 Revenue & Expense Report – Fiscal 2021 YTD

October 2020 Budget Performance Report - FY2021

■ % of Budgeted Revenues Collected

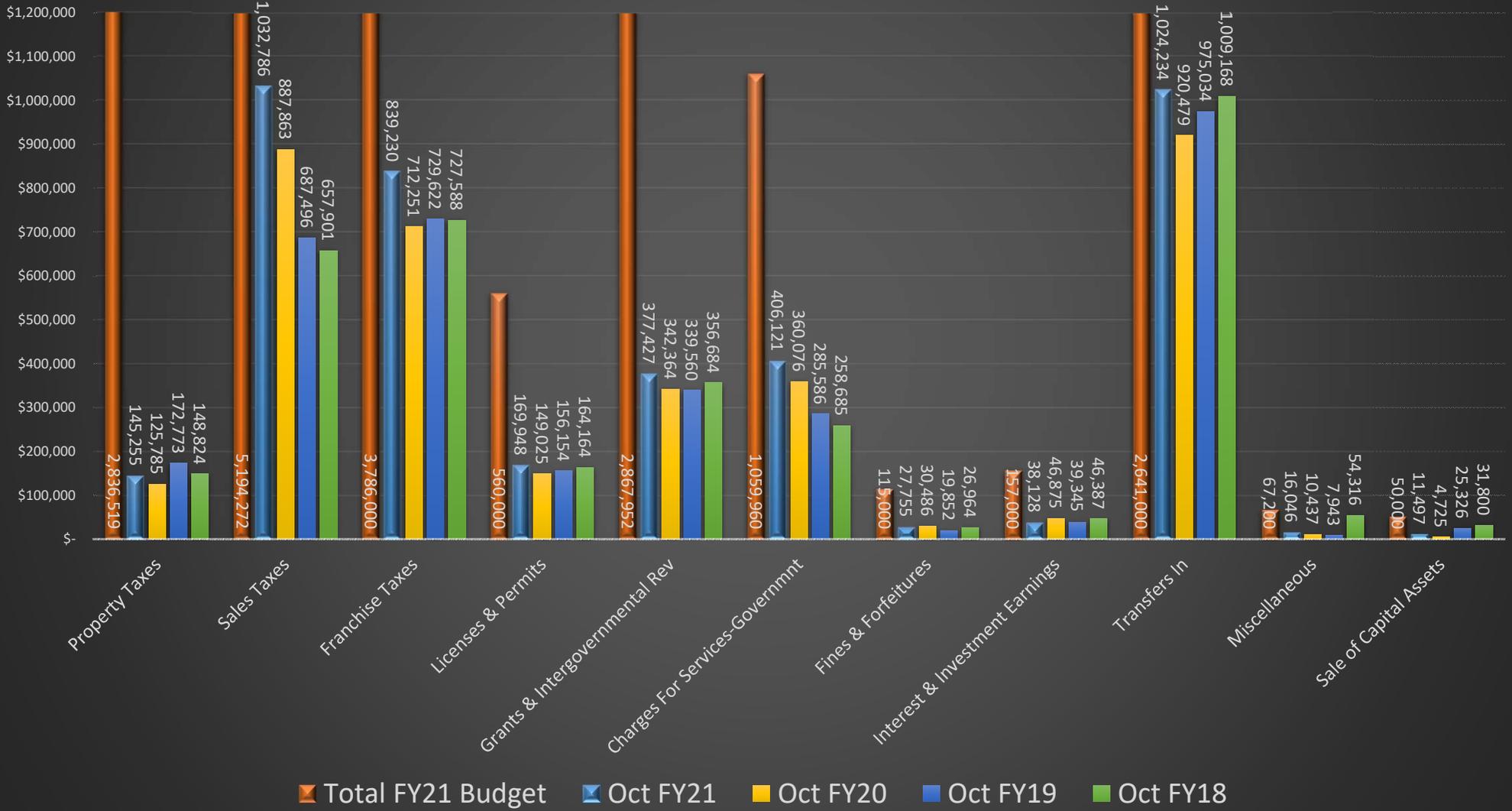
■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of October 33.33% of fiscal year 2021 has expired

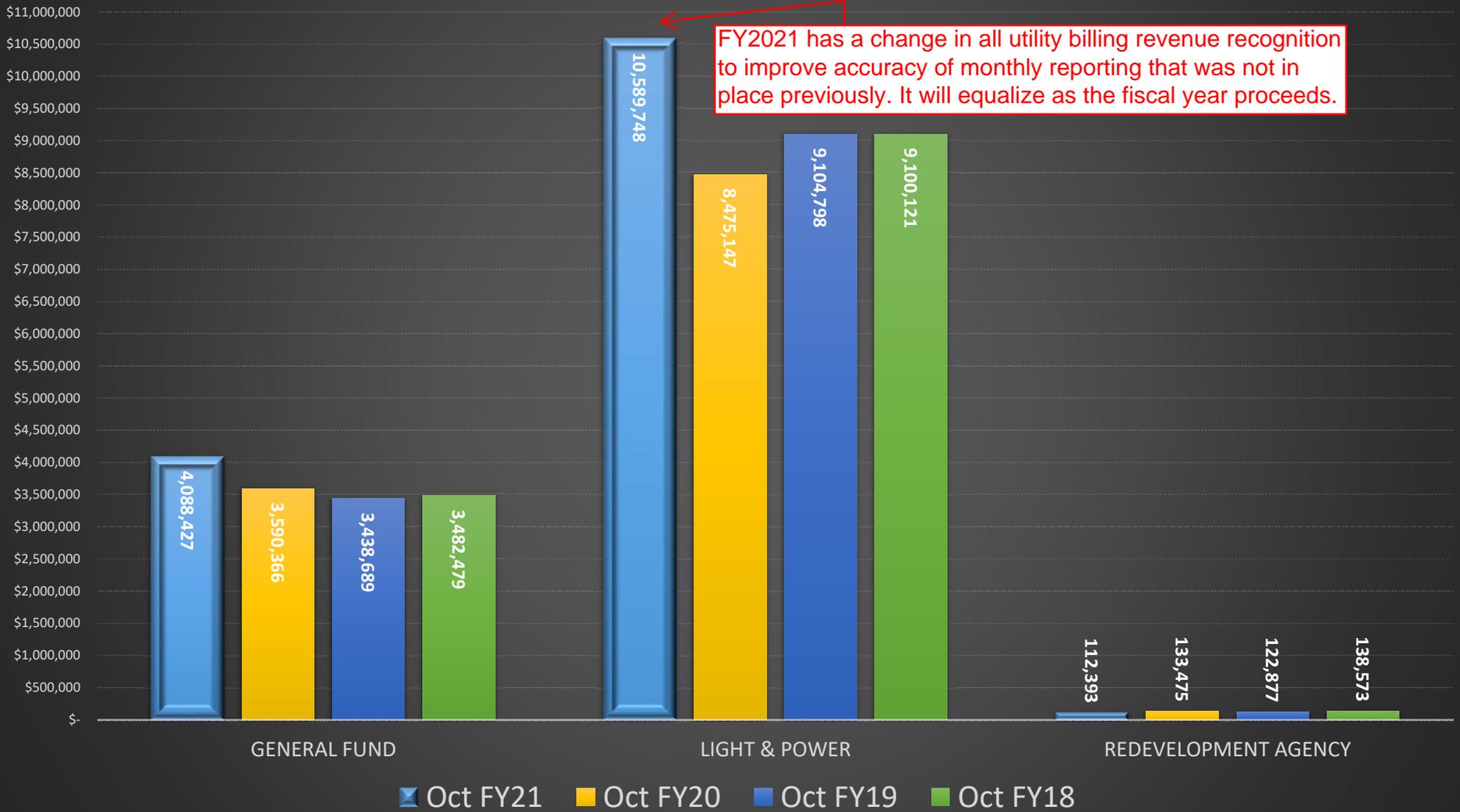


General Fund Detailed Revenues - October 2020

YTD Revenues (Fiscal Year 2021) Compared to the FY2021 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



October 2020 YTD Revenues (Fiscal 2021) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



October 2020 YTD Revenues (Fiscal 2021) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
OCTOBER 2020 YTD REVENUES - FY2021

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FOR 2021 04

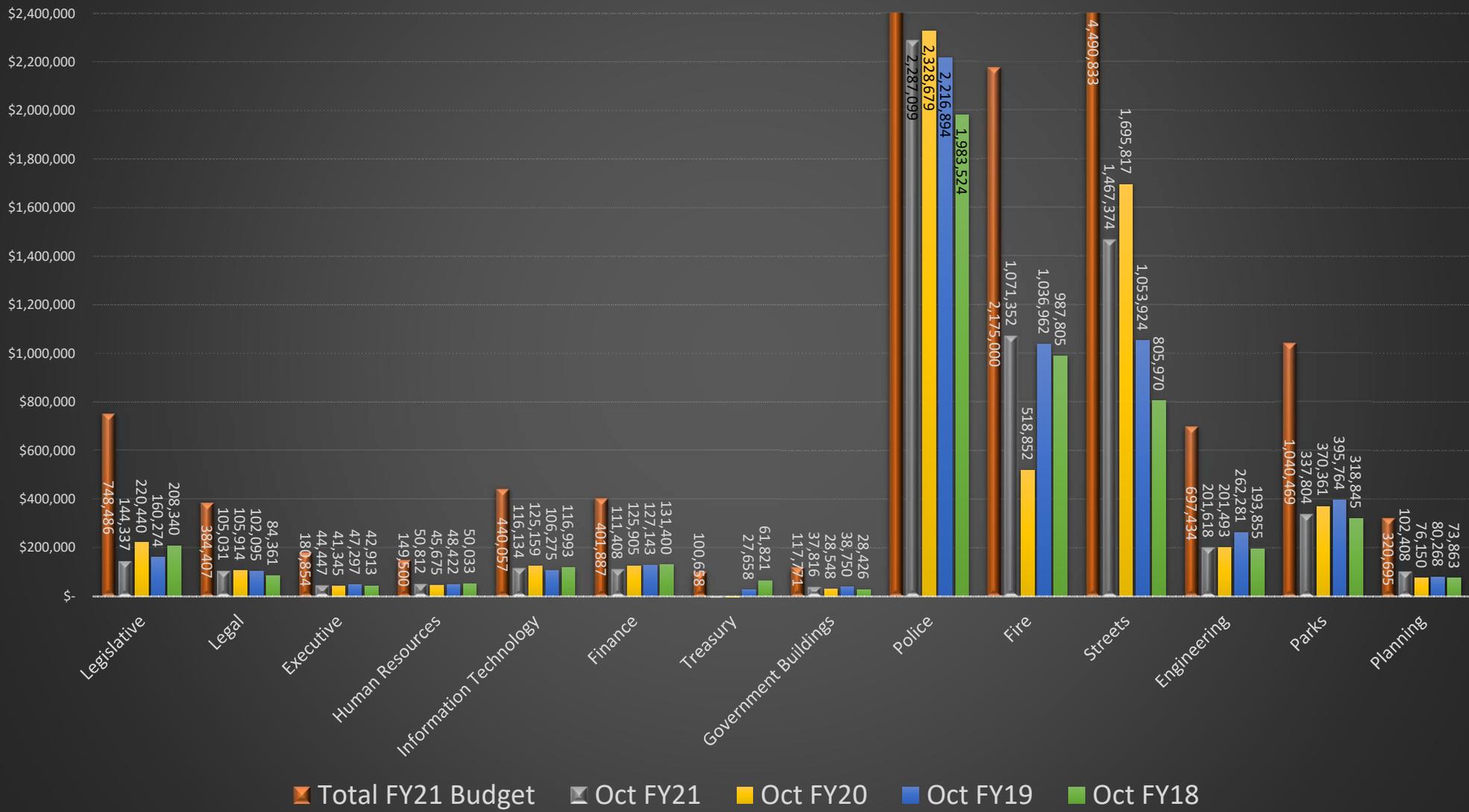
JOURNAL DETAIL 2021 1 TO 2021 5

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-19,404,903	-19,404,903	-4,088,427.43	-1,274,630.90	.00	-15,316,475.57	21.1%
30 DEBT SERVICE	-400	-400	-72.67	-15.31	.00	-327.33	18.2%
44 MUNICIPAL BUILDING AUTHORITY	-6,000	-6,000	-1,266.14	-266.72	.00	-4,733.86	21.1%
45 CAPITAL IMPROVEMENT	-3,110,185	-3,110,185	-512,671.07	-217,648.66	.00	-2,597,513.93	16.5%
48 RECYCLING	-663,256	-663,256	-207,802.22	-64,279.04	.00	-455,453.78	31.3%
49 STORM WATER	-1,802,265	-1,802,265	-576,457.16	-153,177.59	.00	-1,225,807.84	32.0%
51 WATER	-6,238,000	-6,238,000	-5,006,105.19	-486,924.72	.00	-1,231,894.81	80.3%
53 LIGHT & POWER	-28,818,513	-28,818,513	-10,589,747.88	-2,121,114.03	.00	-18,228,765.12	36.7%
55 GOLF COURSE	-1,484,500	-1,484,500	-948,520.40	-184,017.63	.00	-535,979.60	63.9%
57 LANDFILL	-1,854,000	-1,854,000	-742,287.74	-187,251.98	.00	-1,111,712.26	40.0%
58 SANITATION	-1,102,400	-1,102,400	-335,717.18	-90,450.83	.00	-766,682.82	30.5%
59 CEMETERY	-623,300	-623,300	-197,343.47	-54,300.97	.00	-425,956.53	31.7%
61 COMPUTER MAINTENANCE	-54,294	-54,294	-49,422.94	-66.09	.00	-4,871.06	91.0%
63 LIABILITY INSURANCE	-421,915	-421,915	-420,982.06	-1,299.33	.00	-932.94	99.8%
64 WORKERS' COMP INSURANCE	-318,727	-318,727	-92,137.36	-22,486.16	.00	-226,589.64	28.9%
72 RDA REVOLVING LOAN FUND	-284,730	-284,730	-96,010.37	-21,230.74	.00	-188,719.63	33.7%
73 REDEVELOPMENT AGENCY	-1,250,617	-1,250,617	-16,383.05	-4,227.53	.00	-1,234,233.95	1.3%
74 CEMETERY PERPETUAL CARE	-99,000	-99,000	-36,955.22	-10,411.45	.00	-62,044.78	37.3%
78 LANDFILL CLOSURE	-20,000	-20,000	-1,747.55	-390.29	.00	-18,252.45	8.7%
83 RAP TAX	-621,942	-621,942	-105,472.72	-49,427.23	.00	-516,469.28	17.0%
92 OPEB TRUST	0	0	-3,420.36	-536.72	.00	3,420.36	100.0%
99 INVESTMENT	0	0	-210,788.76	18,203.82	.00	210,788.76	100.0%
GRAND TOTAL	-68,178,947	-68,178,947	-24,239,738.94	-4,925,950.10	.00	-43,939,208.06	35.6%

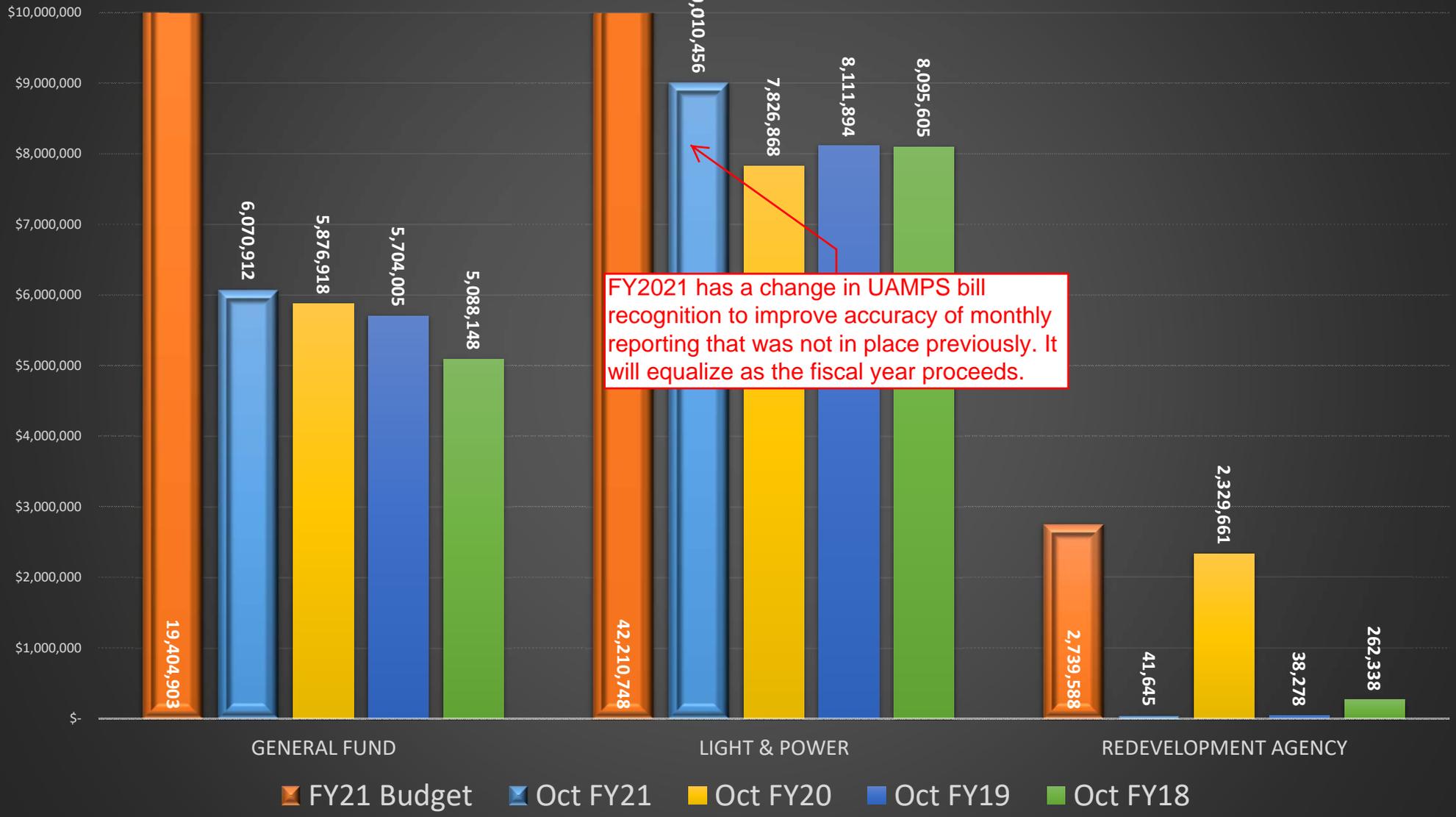
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General Fund Detailed Expenditures - October 2020

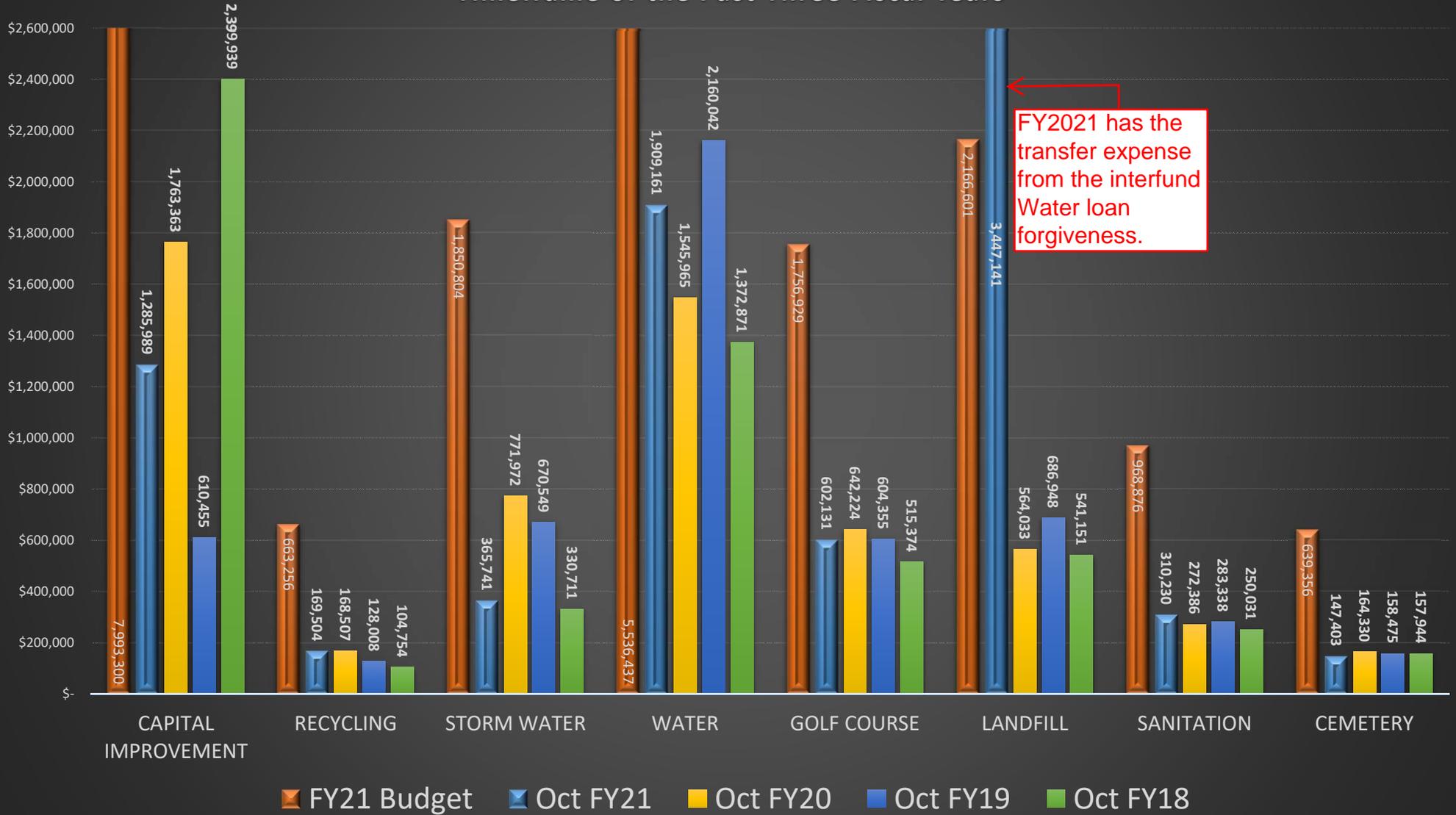
Fiscal 2021 YTD Expenditures Compared to the Fiscal 2021 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



October 2020 YTD (Fiscal 2021) Expenses Compared to the Expenses of the Same Timeframe of the Past Three Fiscal Years



October 2020 YTD (Fiscal 2021) Expenses Compared to the Expenses of the Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
OCTOBER 2020 YTD EXPENSES - FY2021

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FOR 2021 04

JOURNAL DETAIL 2021 1 TO 2021 5

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
10 GENERAL FUND							
4110 Legislative	748,486	748,486	144,336.97	54,687.22	.00	604,149.03	19.3%
4120 Legal	384,407	384,407	105,030.73	29,939.55	.00	279,376.27	27.3%
4130 Executive	180,854	180,854	44,446.53	13,387.27	.00	136,407.47	24.6%
4134 Human Resources	149,500	149,500	50,811.67	9,324.12	.00	98,688.33	34.0%
4136 Information Technology	440,057	440,057	116,134.25	30,672.14	.00	323,922.75	26.4%
4140 Finance	401,887	401,887	111,408.47	26,730.86	.00	290,478.53	27.7%
4143 Treasury	100,658	100,658	-6,727.17	-6,820.75	.00	107,385.17	-6.7%
4160 Government Buildings	117,771	117,771	37,815.99	9,032.51	.00	79,955.01	32.1%
4210 Police	7,004,137	7,004,137	1,957,266.61	512,131.24	.00	5,046,870.39	27.9%
4215 Reserve Officers	10,000	10,000	142.97	.00	.00	9,857.03	1.4%
4216 Crossing Guards	151,049	151,049	22,560.99	11,811.60	.00	128,488.01	14.9%
4217 PROS	360,364	360,364	94,397.33	30,673.90	.00	265,966.67	26.2%
4218 Liquor Control	36,302	36,302	4,581.10	1,789.15	.00	31,720.90	12.6%
4219 Enhanced 911	595,000	595,000	208,149.90	54,681.07	.00	386,850.10	35.0%
4220 Fire	2,175,000	2,175,000	1,071,352.00	.00	.00	1,103,648.00	49.3%
4410 Streets	4,490,833	4,490,833	1,467,374.12	245,661.46	.00	3,023,458.88	32.7%
4450 Engineering	697,434	697,434	201,617.94	52,542.38	.00	495,816.06	28.9%
4510 Parks	1,040,469	1,040,469	337,804.22	60,776.14	.00	702,664.78	32.5%
4610 Planning	320,695	320,695	102,407.76	26,040.28	.00	218,287.24	31.9%
TOTAL GENERAL FUND	19,404,903	19,404,903	6,070,912.38	1,163,060.14	.00	13,333,990.62	31.3%
<hr/>							
30 DEBT SERVICE							
4710 Debt Sevice	25	25	4.60	1.11	.00	20.40	18.4%
TOTAL DEBT SERVICE	25	25	4.60	1.11	.00	20.40	18.4%
<hr/>							
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	253	253	81.86	20.19	.00	171.14	32.4%
TOTAL MUNICIPAL BUILDING AUTHORITY	253	253	81.86	20.19	.00	171.14	32.4%
<hr/>							
45 CAPITAL IMPROVEMENT							

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City of Bountiful, UT
OCTOBER 2020 YTD EXPENSES - FY2021

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FOR 2021 04

JOURNAL DETAIL 2021 1 TO 2021 5

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	3,590,800	3,590,800	665,233.95	51,996.62	.00	2,925,566.05	18.5%
4140	Finance	41,000	41,000	10,504.23	1,544.27	.00	30,495.77	25.6%
4160	Government Buildings	0	0	49,636.00	.00	.00	-49,636.00	100.0%
4210	Police	432,000	432,000	.00	.00	.00	432,000.00	.0%
4410	Streets	3,774,500	3,774,500	560,614.77	.00	.00	3,213,885.23	14.9%
4450	Engineering	20,000	20,000	.00	.00	.00	20,000.00	.0%
4510	Parks	135,000	135,000	.00	.00	.00	135,000.00	.0%
	TOTAL CAPITAL IMPROVEMENT	7,993,300	7,993,300	1,285,988.95	53,540.89	.00	6,707,311.05	16.1%
<hr/>								
48	RECYCLING							
4800	Recycling	663,256	663,256	169,504.33	64,502.56	.00	493,751.67	25.6%
	TOTAL RECYCLING	663,256	663,256	169,504.33	64,502.56	.00	493,751.67	25.6%
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49	STORM WATER							
4900	Storm Water	1,850,804	1,850,804	365,741.48	57,624.89	.00	1,485,062.52	19.8%
	TOTAL STORM WATER	1,850,804	1,850,804	365,741.48	57,624.89	.00	1,485,062.52	19.8%
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51	WATER							
5100	Water	5,536,437	5,536,437	1,909,161.10	430,794.72	.00	3,627,275.90	34.5%
	TOTAL WATER	5,536,437	5,536,437	1,909,161.10	430,794.72	.00	3,627,275.90	34.5%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	42,210,748	42,210,748	9,010,455.82	2,027,608.82	.00	33,200,292.18	21.3%
	TOTAL LIGHT & POWER	42,210,748	42,210,748	9,010,455.82	2,027,608.82	.00	33,200,292.18	21.3%
<hr/>								
55	GOLF COURSE							

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City of Bountiful, UT
OCTOBER 2020 YTD EXPENSES - FY2021

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FOR 2021 04		JOURNAL DETAIL 2021 1 TO 2021 5						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,756,929	1,756,929	602,131.26	193,309.69	.00	1,154,797.74	34.3%
	TOTAL GOLF COURSE	1,756,929	1,756,929	602,131.26	193,309.69	.00	1,154,797.74	34.3%
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57	LANDFILL							
5700	Landfill	2,166,601	2,166,601	3,447,140.60	162,783.39	.00	-1,280,539.60	159.1%
	TOTAL LANDFILL	2,166,601	2,166,601	3,447,140.60	162,783.39	.00	-1,280,539.60	159.1%
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58	SANITATION							
5800	Sanitation	968,876	968,876	310,230.06	90,429.43	.00	658,645.94	32.0%
	TOTAL SANITATION	968,876	968,876	310,230.06	90,429.43	.00	658,645.94	32.0%
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59	CEMETERY							
5900	Cemetery	639,356	639,356	147,402.71	34,080.70	.00	491,953.29	23.1%
	TOTAL CEMETERY	639,356	639,356	147,402.71	34,080.70	.00	491,953.29	23.1%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	72,117	72,117	2,334.06	408.19	.00	69,782.94	3.2%
	TOTAL COMPUTER MAINTENANCE	72,117	72,117	2,334.06	408.19	.00	69,782.94	3.2%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	601,162	601,162	447,676.78	12,181.20	.00	153,485.22	74.5%
	TOTAL LIABILITY INSURANCE	601,162	601,162	447,676.78	12,181.20	.00	153,485.22	74.5%
<hr/>								
64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
OCTOBER 2020 YTD EXPENSES - FY2021

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FOR 2021 04		JOURNAL DETAIL 2021 1 TO 2021 5						
64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	309,038	309,038	183,924.75	53,852.64	.00	125,113.25	59.5%
	TOTAL WORKERS' COMP INSURANCE	309,038	309,038	183,924.75	53,852.64	.00	125,113.25	59.5%
<u>72 RDA REVOLVING LOAN FUND</u>								
7200	RDA Revolving Loans	502,200	502,200	746.61	181.58	.00	501,453.39	.1%
	TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	746.61	181.58	.00	501,453.39	.1%
<u>73 REDEVELOPMENT AGENCY</u>								
7300	Redevelopment Agency	2,237,388	2,237,388	40,898.25	7,289.64	.00	2,196,489.75	1.8%
	TOTAL REDEVELOPMENT AGENCY	2,237,388	2,237,388	40,898.25	7,289.64	.00	2,196,489.75	1.8%
<u>74 CEMETERY PERPETUAL CARE</u>								
7400	Cemetery Perpetual Care	1,390	1,390	496.35	127.26	.00	893.65	35.7%
	TOTAL CEMETERY PERPETUAL CARE	1,390	1,390	496.35	127.26	.00	893.65	35.7%
<u>83 RAP TAX</u>								
8300	RAP Tax	878,451	878,451	57,770.17	133.66	.00	820,680.83	6.6%
	TOTAL RAP TAX	878,451	878,451	57,770.17	133.66	.00	820,680.83	6.6%
<u>92 OPEB TRUST</u>								
9200	OPEB Trust	0	0	11,226.10	5,580.68	.00	-11,226.10	100.0%
	TOTAL OPEB TRUST	0	0	11,226.10	5,580.68	.00	-11,226.10	100.0%
	GRAND TOTAL	87,793,234	87,793,234	24,063,828.22	4,357,511.38	.00	63,729,405.78	27.4%

** END OF REPORT - Generated by Tyson Beck **

City Council Staff Report



Subject: Resolution #2020-21 to approve the UAMPS Steel Power Supply Agreement
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: December 8, 2020

Background

The Power Department has been working to secure a utility size solar power project for several years. The Power Department has an opportunity to purchase 16.15% or 6,459 kilowatts (kW) of the 40 MW output from the “Steel Solar Project” located in Box Elder county in Northern Utah. The developer D.E. Shaw Renewable Investment has more than 350 MW of solar under construction in Utah.

The transmission rights for this project have been secured and the power from this project will be delivered and treated as a network resource under UAMPS’ Transmission Service Operating Agreement (TSOA).

Analysis

This project is comparable to installing an additional 645 systems on roofs in the city.

The term of the power purchase agreement would be 25 years commencing on the commercial operation date (COD) which is anticipated to be December 31, 2022.

The purchase price for the project is competitive with other solar project of the same size and includes both energy and renewable energy credits. D. E. Shaw has asked that the pricing be discussed verbally since they are still in negotiations for the remainder of the project.

Department Review

This has been reviewed by the Staff and the City Manager.

Significant Impacts

This project will allow us to increase our renewable energy portfolio for the entire city. This project will need to be backed up by the existing Power Department’s power plant to provide power to the residents in the afternoons and evenings.

City Council Staff Report
Resolution #2020-21 to approve the UAMPS Steel Power Supply
Agreement December 8, 2020
Page 2 of 2

Recommendation

The Power Commission and Staff recommend approving Resolution 2020-21 and authorize the Mayor to sign Resolution No. 2020-21 Authorizing the Steel Solar Project transaction schedule under the Master Firm Power Supply Agreement with UAMPS.

Attachments

Resolution 2020-21
Firm Power Supply Agreement Transaction Schedule

RESOLUTION NO. 2020 -21

A RESOLUTION AUTHORIZING THE STEEL SOLAR PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

WHEREAS, the City of Bountiful (the “Member”) owns and operates a utility system for the provision of electric energy to its residents and others (the “System”) and is a member of Utah Associated Municipal Power Systems (“UAMPS”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “Joint Action Agreement”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Steel Solar Project, a forty (40) megawatt (MW) solar photovoltaic generation facility to be located in Box Elder County, Utah, on behalf of its members and is now prepared to enter into a twenty-five (25) year power purchase agreement with Steel Solar LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Steel Solar Transaction Schedule (“Transaction Schedule”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Steel Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. *Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this 08 day of December, 2020.

CITY OF BOUNTIFUL

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL].

EXHIBIT A
STEEL SOLAR TRANSACTION SCHEDULE

**STEEL SOLAR PROJECT
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: City of Bountiful

ENTITLEMENT SHARE: 16.15%

SUPPLIER: Steel Solar, LLC (the “Steel Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and Steel Solar, LLC for the Steel Solar Resource (the “PPA”) was approved on November 4, 2020. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions within 90 days of executing the Power Purchase Agreement. The Scheduled Commercial Operation Date (“COD”) is December 31, 2022. The COD may not occur earlier than October 1, 2022 but not later than June 30, 2023.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 6,459 kW and associated Environmental Attributes (“Entitlement Share”)

PRICE:

OTHER
PROVISIONS:

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Steel Solar Resource. The Steel Solar Resource is to be constructed as a 40 MW solar photovoltaic generation facility located in Box Elder County, Utah.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the PPA, UAMPS has the ability to buy the Steel Solar Resource from Steel Solar, LLC at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Steel Solar Resource.

Step-Up Obligation:

- (1) In the event of a default by one of the Purchasers, UAMPS shall immediately allocate all of the defaulting Purchaser's Entitlement Share among the nondefaulting Purchasers, pro rata on the basis of their then-current Entitlement Shares, which shall remain in effect only until the completion of the procedures provided herein. UAMPS shall provide written notice to the nondefaulting Purchasers of the initial allocation of the defaulting Purchaser's Entitlement Share which notice shall (A) set forth the date of the initial allocation, (B) include a revised Schedule I showing the increased Entitlement Shares as a result of such allocation, (C) direct each of the nondefaulting Purchasers to make an election pursuant to subparagraph (2) below, and (D) set forth the date by which each of the nondefaulting Purchasers must notify UAMPS of such election. The initial allocation of the defaulting Purchaser's Entitlement Share and the increased Entitlement Shares of the nondefaulting Purchasers as a result of such allocation (as shown on the revised Schedule I prepared by UAMPS) shall remain in effect until the completion of the procedures provided for herein. During such period, each of the nondefaulting Purchasers shall have all of the rights, benefits, obligations and responsibilities associated with its increased Entitlement Share as a result of such allocation.
- (2) Within sixty days after the initial allocation of the defaulting Purchaser's Entitlement Share, each nondefaulting Purchaser shall notify UAMPS in writing of its election to: (A) retain all of its initial allocation of the defaulting Purchaser's Entitlement Share; or (B) retain none or less than all of such allocation. Any Purchaser that elects to retain all of its initial allocation of the defaulting Purchaser's Entitlement Share shall be deemed to have fully satisfied its step-up obligations and shall not thereafter be required to accept any additional allocation of the defaulting Purchaser's Entitlement Share; *provided* that any such nondefaulting Purchaser may give notice to UAMPS of its request to acquire additional amounts of the defaulting Purchaser's Entitlement Share as may be available.

- (3) Within thirty days after its receipt of the elections of all nondefaulting Purchasers pursuant to subparagraph (2), UAMPS shall determine whether the nondefaulting Purchasers have elected to retain all of the defaulting Purchaser's Entitlement Share. In the event that one or more of the nondefaulting Purchaser's elected to retain less than all of the initial allocations of the defaulting Purchaser's Entitlement Share, UAMPS shall reallocate the remaining amounts of the defaulting Purchaser's Entitlement Share proportionally among those nondefaulting Purchasers that have requested additional amounts of the defaulting Purchaser's Entitlement Share. To the extent that any part of the defaulting Purchaser's Entitlement Share is then unallocated, UAMPS shall next reallocate the remaining portion of the defaulting Purchaser's Entitlement Share proportionally among those Purchasers that did not elect to retain all of their initial allocations of such Entitlement Share. Proportional reallocations shall be based upon the Entitlement Shares of the nondefaulting Purchasers in effect immediately prior to the defaulting Purchaser's default.
- (4) In no event shall the final allocation of a defaulting Purchaser's Entitlement Share pursuant to subparagraph (3) (or the total of all such allocations in the event of multiple Purchasers' defaults) cause any nondefaulting Purchaser's Entitlement Share to increase by more than 25% over its "Adjusted Entitlement Share" without such Purchaser's consent. The "Adjusted Entitlement Share" is the Purchaser's Entitlement Share shown on Schedule I on and as of the Effective Date.
- (5) UAMPS shall deliver, promptly after making the determinations and reallocations required by subparagraphs (1-4), a notice to the nondefaulting Purchasers which notice shall (A) set forth the final allocation of the defaulting Purchaser's Entitlement Share pursuant to subparagraph (3), and the effective date of the final allocation, and (B) include a revised Schedule I showing the revised Entitlement Shares of the nondefaulting Purchasers upon the final allocation pursuant to subparagraph (3). The Entitlement Shares shown on such revised Schedule I shall thereafter be the Entitlement Shares of the nondefaulting Purchasers.
- (6) Any portion of the Entitlement Share of a defaulting Purchaser allocated or reallocated to a nondefaulting Purchaser pursuant to this paragraph (b) shall become a part of and shall be added to the Entitlement Share of the nondefaulting Purchaser, and from and after the date of such transfer the nondefaulting Purchaser shall be obligated to pay for its increased Entitlement Share pursuant to the terms and provisions of this Transaction Schedule. The defaulting Purchaser shall remain liable to UAMPS and the nondefaulting Purchasers for costs incurred and damages suffered by them in connection with the actions taken with respect to the defaulting Purchaser's Entitlement Share provided for herein.

(7) If, as a result of the limitation stated in subparagraph (4) above, any portion of a defaulting Purchaser's Entitlement Share remains unallocated or upon the request of any nondefaulting Purchaser, UAMPS shall use Commercially Reasonable Efforts to sell or dispose of the unallocated or designated Entitlement Share. The defaulting Purchaser shall be liable for the costs, fees and expenses incurred by UAMPS in connection with any such sale, disposition or remedial action.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2020.

CITY OF BOUNTIFUL

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____

Schedule I

MEMBER	KW AMOUNT 40,000	ENTITLEMENT %
Blanding	646	1.62%
Bountiful	6,459	16.15%
Fairview	129	0.32%
Fillmore	388	0.97%
Heber	6,459	16.15%
Hurricane	2,584	6.46%
Hyrum	2,584	6.46%
Lehi	10,000	25.00%
Mt. Pleasant	388	0.97%
Paragonah	50	0.13%
Payson	3,877	9.69%
Price	3,500	8.75%
Santa Clara	1,000	2.50%
SUVESD	646	1.62%
Washington	1,292	3.23%
TOTAL	40,000	100.00%

City Council Staff Report



Subject: Pineview – Accusonic Flow Meter Console Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: December 8, 2020

Background

We have two sets of Accusonic flow meters consoles at our Pineview Hydroelectric power plant. The meters on the upstream side of the plant was installed in 2009, and the set on the downstream side was installed in 2010. These flow meters consoles are both currently functioning. Accusonic has recently informed us that the flow meter consoles which are the electronic controls that are located inside the plant control room have become outdated and are no longer supported by Accusonic. We have used the last of our spare parts and without the new updated flow meter consoles we would not be able to operate the plant if there is an equipment failure. These flow meters control the flow through the Hydro and a meter failure could potentially cause flooding downstream.

Analysis

The cost per console is \$21,170, plus \$8,460 for onsite support, for a total of \$50,800. The delivery for the flow meters is 4 to 6 weeks. We should have plenty of time to receive the new consoles and get them installed before the 2021 generation season.

Department Review

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

Significant Impacts

This will be paid for out of Pineview Hydro maintenance account 535300-448628.

Recommendation

The Power Commission and Staff recommend the approval of the additional \$50,800 for the purchase of two flow meter consoles from Accusonic.

Attachments

None

City Council Staff Report

Subject: Cemetery Urn Burial Fees

Author: Brock Hill

Department: Cemetery

Date: 8 December 2020



Background

Bountiful Cemetery carries a reputation as being well maintained with kind, courteous, and helpful staff. The expectation of timely and respectful services along with maintaining the Cemetery at high levels, where family and friends come to mourn the passing of loved ones, has always been a high priority for City Officials, the cemetery superintendent, and maintenance staff. With the increase in cremations a need for urn burial options is needed.

Over the past few months the Cemetery staff has been researching urn burial fees and options available to residents of south Davis County. Currently, there are limited options and availability. No other cities in Davis County offer urn burial options. Private mortuaries offer memorial services and one other cemetery in Bountiful offers cremation burial options.

Analysis

In response to this need and with approval from the Council, the cemetery has installed an Urn Niche (Columbarium) and is working on the design and installation of a Healing Garden which will offer several other types of urn burial options. The potential options could include in-ground vault niches, natural boulder niches, and seat wall or in-bench niches.

By installing the new niche wall, it is necessary that we amend our current Cemetery Fee schedule by defining pricing for the purchase and services for urn burial options. Prices vary depending upon the type of niche (wall niche, natural boulder, granite niche) and location. Included with this memo is the proposed fee schedule. Fees for other urn burial options may come at a future time.

The prices recommended by the Cemetery staff are comparable to other cemeteries with urn burial services.

Department Review

This Staff Report was completed by the Parks and Cemetery Departments, the Public Works Director and the City Manager.

Significant Impacts

The sale and use of the installed urn niche wall will be delayed until associated fees are approved.

Recommendation

Staff recommends the Council approve the Cemetery fees and charges associated with urn burial options as discussed and outlined in the “Cemetery Fee and Charges” schedule.

Attachments

Cemetery Fee and Charges schedule



Cemetery Fees and Charges FY2020 - Proposed

Description of Fee or Charge	Unit	Fee/Charge	Comments
Urn Burial Charges:			
Resident -			
Traditional Urn Burial Space - In-ground	Each	\$300.00	Requires opening/closing fee
Urn Grave Opening/Closing - In-ground	Each	\$200.00	
Urn Niche Wall	Each	\$600.00	Bottom Level Opening/Closing, Perpetual Care, and 2nd Level Basic Engraving fees (name and date) 3rd Level are included. Overtime charges apply. 4th Level 5th Level 6th Level 7th Level 8th Level
	Each	\$700.00	
	Each	\$800.00	
	Each	\$900.00	
	Each	\$900.00	
	Each	\$800.00	
	Each	\$600.00	
	Each	\$500.00	
Granite Urn Niche	Each	\$600.00	Opening/Closing fee, Perpetual Care, and Basic Engraving Fee (name and date) are included. Overtime charges apply.
Natural Boulder Niche	Single	\$800.00	Opening/Closing fee, Perpetual Care, Bronze Memorial Plate and Cylinder Urn are all included. Overtime charges apply.
Natural Boulder Niche	Companion	\$1,500.00	Opening/Closing fee, Perpetual Care, 2-Bronze Memorial Plates and 2-Cylinder Urns are all included. Overtime charges apply.
Non-Resident -			
Traditional Urn Burial Space - In-ground	Each	\$550.00	Requires opening/closing fee
Urn Grave Opening/Closing - In-ground	Each	\$450.00	
Urn Niche Wall	Each	\$1,200.00	Bottom Level Opening/Closing, Perpetual Care, and 2nd Level Basic Engraving fees (name and date) 3rd Level are included. Overtime charges apply. 4th Level 5th Level 6th Level 7th Level 8th Level
	Each	\$1,400.00	
	Each	\$1,600.00	
	Each	\$1,800.00	
	Each	\$1,800.00	
	Each	\$1,600.00	
	Each	\$1,200.00	
	Each	\$1,000.00	
Granite Urn Niche	Each	\$1,200.00	Opening/Closing fee, Perpetual Care, and Basic Engraving Fee (name and date) are included. Overtime charges apply.
Natural Boulder Niche	Single	\$1,600.00	Opening/Closing fee, Perpetual Care, Bronze Memorial Plate and Cylinder Urn are all included. Overtime charges apply.
Natural Boulder Niche	Companion	\$3,000.00	Opening/Closing fee, Perpetual Care, 2-Bronze Memorial Plates and 2-Cylinder Urns are all included. Overtime charges apply.
Overtime Charges:			
<i>Apply to Saturdays, Legal Holidays & after 4 p.m.</i>			
Saturday 1-Time Charge - Overtime charges apply starting 4:01 p.m.	Each	\$350.00	
Overtime Charge (Resident - Non-Resident) Overtime Charge	Per Hour	\$250.00	
Each hour after 4:00 (Note: First hour starts at 4:01 p.m., Second hour starts at 5:01, etc)			

Provide 24 hours advance notice to Cemetery for burials.

City Council Staff Report



Subject: Proposed Land Use Code Text Amendment to § 14-4-105(J) Regarding Accessory Structures in the Single-Family Residential Zone
Authors: Francisco Astorga, AICP, Planning Director
Department: Planning
Date: December 8, 2020

Background

The Planning Department recommends that the City Council review the proposed Land Use Code text amendment, hold a public hearing, and consider approving the draft Ordinance.

During the October 20, 2020 Planning Commission meeting, the Commission deliberated the proposed text amendment. The Planning Commission considered comments from the public, deliberated the amendment, and continued the item to the November 17, 2020 with direction given to Staff provide additional information at the next meeting. The October 20, 2020 Planning Commission Staff Report is found [here](#) and the drafted meeting minutes are found [here](#).

During the November 17, 2020 Planning Commission meeting, the Commission considered Staff's updated recommendation. The Planning Commission once again considered comments from the public as the public hearing was re-opened, deliberated the amendment, made changes, and forwarded a positive recommendation to the City Council (5-1 vote). The November 17, 2020 Planning Commission Staff Report is found [here](#), and the drafted meeting minutes are found [here](#).

Analysis

A recent Administrative Law Judge (ALJ) decision (explained in detail in the October 20, 2020 Planning Commission [Staff Report](#)) has dramatically affected the legality of accessory structures in the City. Staff recommends that the Code be amended to be consistent with the current and historical interpretation of the Code. The minimum setback requirements for Single Family Residential Zones are as follows:

- Front yard: 25 feet
- Rear yard: 20 feet
- Side yard: 8 feet (R-F requires a combined total of 20 feet)
- Corner side yard: 20 feet

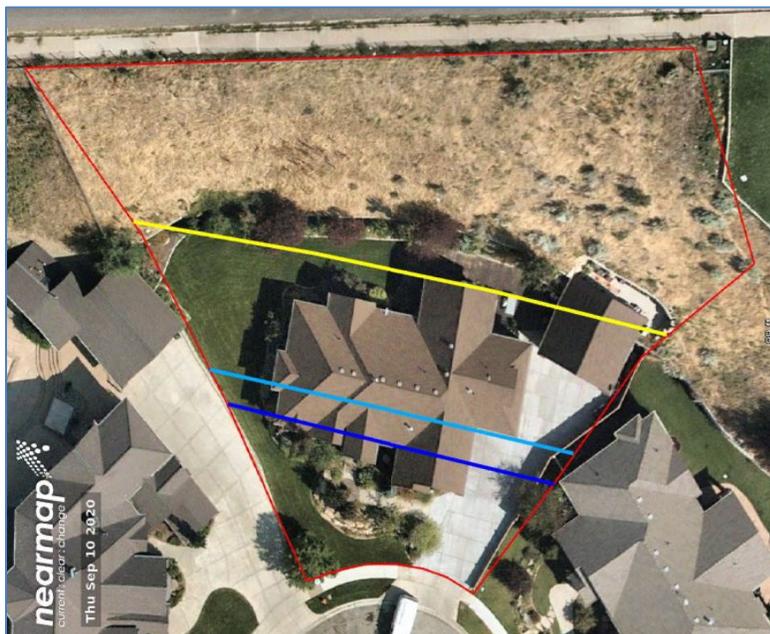
The October 20, 2020 Planning Commission Staff Report identified dozens of sites potentially affected by the ALJ's interpretation. Additional examples were presented and analyzed during the November 17, 2020 Planning Commission meeting which would now be considered illegal.

Attachment 2 has been prepared to show a sample of identified sites negatively affected by the recent ALJ interpretation. Each example is depicted in a street view photograph and an aerial photograph. When viewed from the street it is difficult to determine if there is a violation; however, the aerial photographs clearly show that these structures are now considered illegal. These photographs demonstrate that the City's current and historical interpretation has been consistent. They also show the extent of the impact of the ALJ's interpretation. Each aerial photograph contains the following approximate lines:

- Rear building line – shown in yellow
- Front building line with a 10-foot setback – shown in dark blue
- Front building line with a 20-foot setback – shown in light blue

Here are some samples:

338 East Maxine Court



462 East Jeri Drive



In the October 20, 2020 Planning Commission meeting, Staff presented the following amendment to solve the dilemma caused by the ALJ's interpretation:

An accessory structure shall meet all of the setbacks of a primary structure, or it shall be located behind the ~~front~~^{rear} building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.

Staff's Original Recommendation 10.20.2020

During the October 20, 2020 meeting, the Commission expressed concern about accessory structures being level with the primary structure. In response to those concerns, Staff recommended the following amendment at the meeting on 11-17-2020:

An accessory structure shall meet all of the setbacks of a primary structure, or it shall be located behind the rear ~~setback at least ten (10) feet behind the front~~ building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.

Staff's Revised Recommendation 11.17.2020

This recommendation by Staff was intended to address the Planning Commission's concerns and still brought most, if not all structures back into compliance. Ultimately, the Planning Commission preferred more separation between the front of the building and any accessory structure and has recommended the following with a 5-1 vote:

An accessory structure shall meet all of the setbacks of a primary structure, or it shall be ~~located behind the rear~~ setback at least twenty (20) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.

Planning Commission's Final Recommendation 11.17.2020

Currently, the Planning Dept. recommends Staff's Revised Recommendation (bolded above) dated November 17, 2020 consisting of the ten-foot (10') setback from the front building line rather than the Commission's recommendation consisting of twenty feet (20'), based on the fact that more identified accessory structures would be able to comply with the amendment based on the ALJ's current interpretation of the code creating a burden for each identified property owner and the City regarding future physical changes to these identified sites.

While reviewing the impacts of the ALJ's decision, Staff learned that such an interpretation would also prevent or severely limit many structures in the City from expanding. The neighborhood shown below provides a sample of how the ALJ's interpretation of the Code prohibits the expansion/addition towards the rear of each primary dwelling based on the placement of an accessory structure found already on each site:



Department Review

This staff report was written and prepared by the Planning Department.

Significant Impacts

The ALJ's ruling impacts dozens, maybe even hundreds, of properties throughout the City. If the ALJ's interpretation were applied these properties would now be illegal. Amending the Code to be consistent with the City's historical and current interpretation of the code brings clarity, consistency, and compliance for these properties and the citizenry. The closer the building line is to the front of the house, the more accessory structures will be brought back into compliance.

Recommendation

The City Council should review the proposed Land Use Code Text Amendment and approve the draft Ordinance, with the amendments recommended by City Staff on November 17, 2020. This is Staff's recommendation.

Alternatively, the Council could approve the ordinance with the 20-foot setback recommended by the Planning Commission, or continue the discussion and direct sSaff to return with a new ordinance altogether.

Attachments

1. Drafted Ordinance with Proposed Land Use Code Text Amendment
2. Sample of Affected Sites

MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

BOUNTIFUL

Bountiful City

DRAFT Ordinance No. 2020-11

An Ordinance amending Section 14-4-105(J) of the Land Use Code related to accessory structures in the Single-Family Residential (R) Zone. Specifically, amending setbacks provisions to be consistent with current interpretation.

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. The City, Planning Department, requests that amendments related to accessory structures in the Single-Family Residential Zone be considered; and
3. Amending the Land Use Code will bring consistency with the City's historical interpretation and application, and brings clarity to the Code; and
4. After receiving and considering public comment at a public hearing on October 20, 2020 the Bountiful City Planning Commission continued the item to the November 17, 2020 meeting; and
5. The Bountiful City Planning Commission reviewed this item during the November 17, 2020 Commission meeting, and forward a positive recommendation to the City Council; and
6. The Bountiful City Council held a public hearing on this Ordinance on December 8, 2020, and after receiving and considering input from Staff, the Planning Commission, and the public, the Council finds it in the best interests of the health, safety and welfare of the City to adopt the amendment.

NOW THEREFORE, be it ordained by the City Council of Bountiful, Utah:

SECTION 1. Section 14-4-105(J) of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

14-4-105 YARD AND SETBACK REQUIREMENTS

[...]

J. Accessory Structure Primary Use Required – An accessory structure shall not be permitted on any lot or parcel of land unless a primary structure is first constructed on the site. If the primary structure is removed and not immediately replaced, any accessory structure must also be removed. A lot or parcel shall not be subdivided such that an accessory structure is located on a lot or parcel without a primary structure.

1. Accessory Structure, Permitted Use – An accessory structure allowed as a permitted use shall meet all of the following:

- a. The total footprint of any and all accessory structures shall not exceed ten percent (10%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.
- b. An accessory structure shall meet all of the setbacks of a primary structure, or it shall be setback at least ten (10) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line.
- c. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys and any other protrusion on either the accessory building or the primary structure.
- d. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any primary dwelling on an adjacent property.
- e. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- f. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- g. An accessory structure shall meet all applicable provisions of the International Building Code.
- h. An accessory structure shall not encroach on any easements, recorded or otherwise.
- i. The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet or similar feature.

- j. The height of an accessory structure shall not exceed twenty (20) feet.
 - k. Accessory structures used or designed for vehicle parking shall be connected to the street by a paved driveway.
2. Accessory Structure, Conditional Use – An accessory structure may be allowed as a conditional use in accordance with the following:
- a. The approval body shall consider the following when reviewing the proposed accessory structure:
 - i. The extent that sunlight, air and view sheds are obstructed/disturbed,
 - ii. The proximity to adjoining structures,
 - iii. The contour of the land, both existing and proposed,
 - iv. Features peculiar to the site and the immediately adjoining properties.
 - v. The location of windows, doors, balconies and other openings that may intrude on the privacy of adjoining property owners,
 - vi. The proposed and potential uses based on the size, configuration and other aspects of the structure.
 - b. The total building footprint of any and all accessory structures shall not exceed fifteen percent (15%) of the entire lot or parcel area, and no lot or parcel shall be reduced in area after the construction of an accessory building, such that it is in violation of this provision.
 - c. An accessory structure shall meet all of the setbacks of a primary structure, or it shall be setback at least ten (10) feet behind the front building line of a primary structure, and shall be setback at least three (3) feet from a rear or interior side property line, and at least twenty (20) feet from a street side yard property line. The approving body may require an increased setback based on the criteria of 14-4-106(C.)(1).
 - d. An accessory structure shall be located at least five (5) feet from a primary structure, including eaves, bay windows, chimneys and any other protrusion on either the accessory building or the primary structure.
 - e. No part of an accessory structure, excluding the eaves, shall be closer than twelve (12) feet to any dwelling on an adjacent property.

- f. The eaves of an accessory structure shall be setback at least one (1) foot from any property line.
- g. An accessory structure shall be designed and constructed so as to prevent roof runoff from impacting an adjacent property.
- h. An accessory structure shall meet all applicable provisions of the International Building Code.
- i. An accessory structure shall not encroach on any easements, recorded or otherwise.
- j. The sidewall of an accessory structure shall not exceed fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet or similar feature.
- k. The height of an accessory structure shall not exceed twenty (20) feet.
- l. Accessory structures used or designed for vehicle parking shall be connected to the street by a paved driveway.

SECTION 2. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 8th day of December 2020.

Randy C. Lewis, Mayor

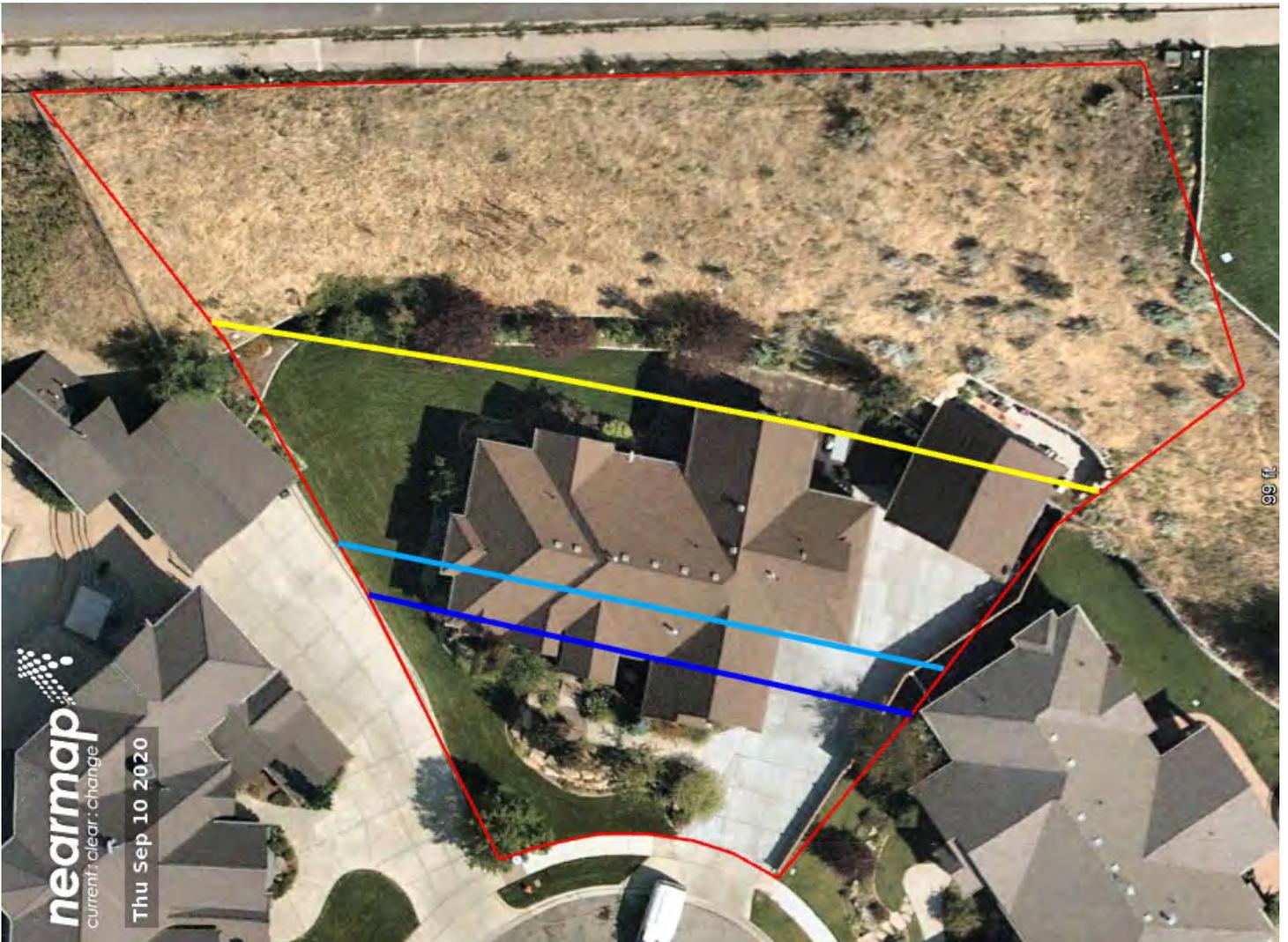
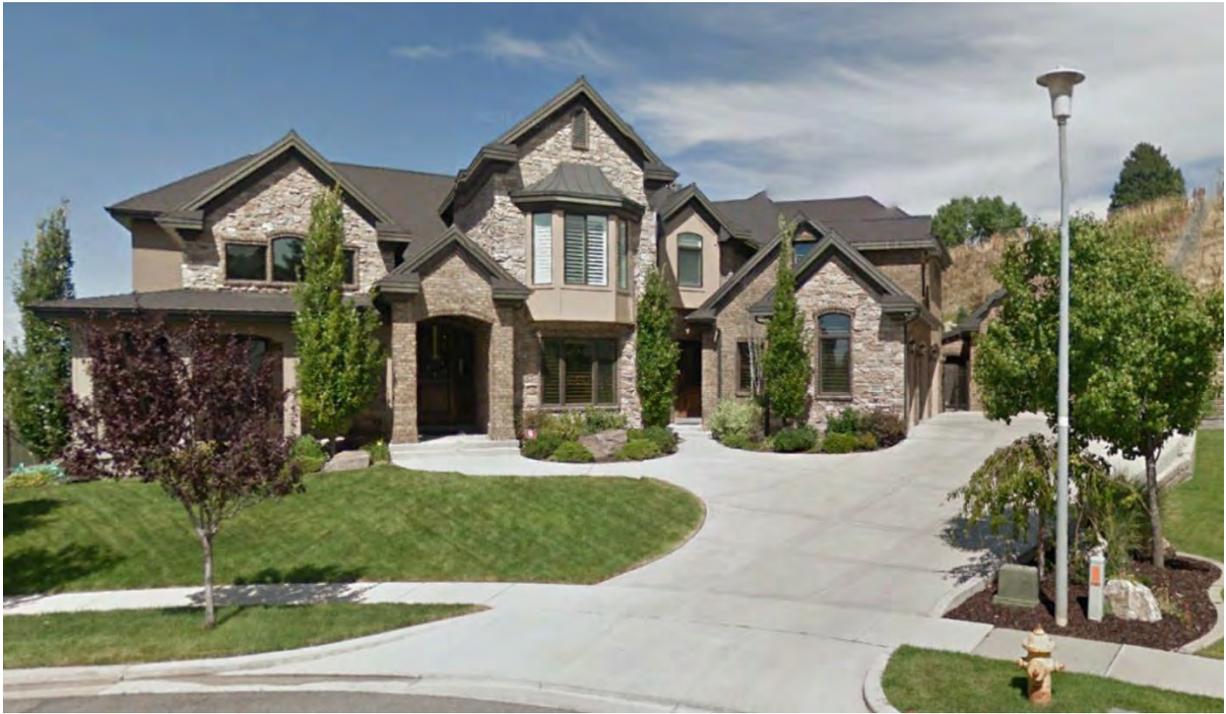
ATTEST:

Shawna Andrus, City Recorder

48 East North Canyon Road (2006)



338 East Maxine Court (2007)



331 East Maxine Court (2008)

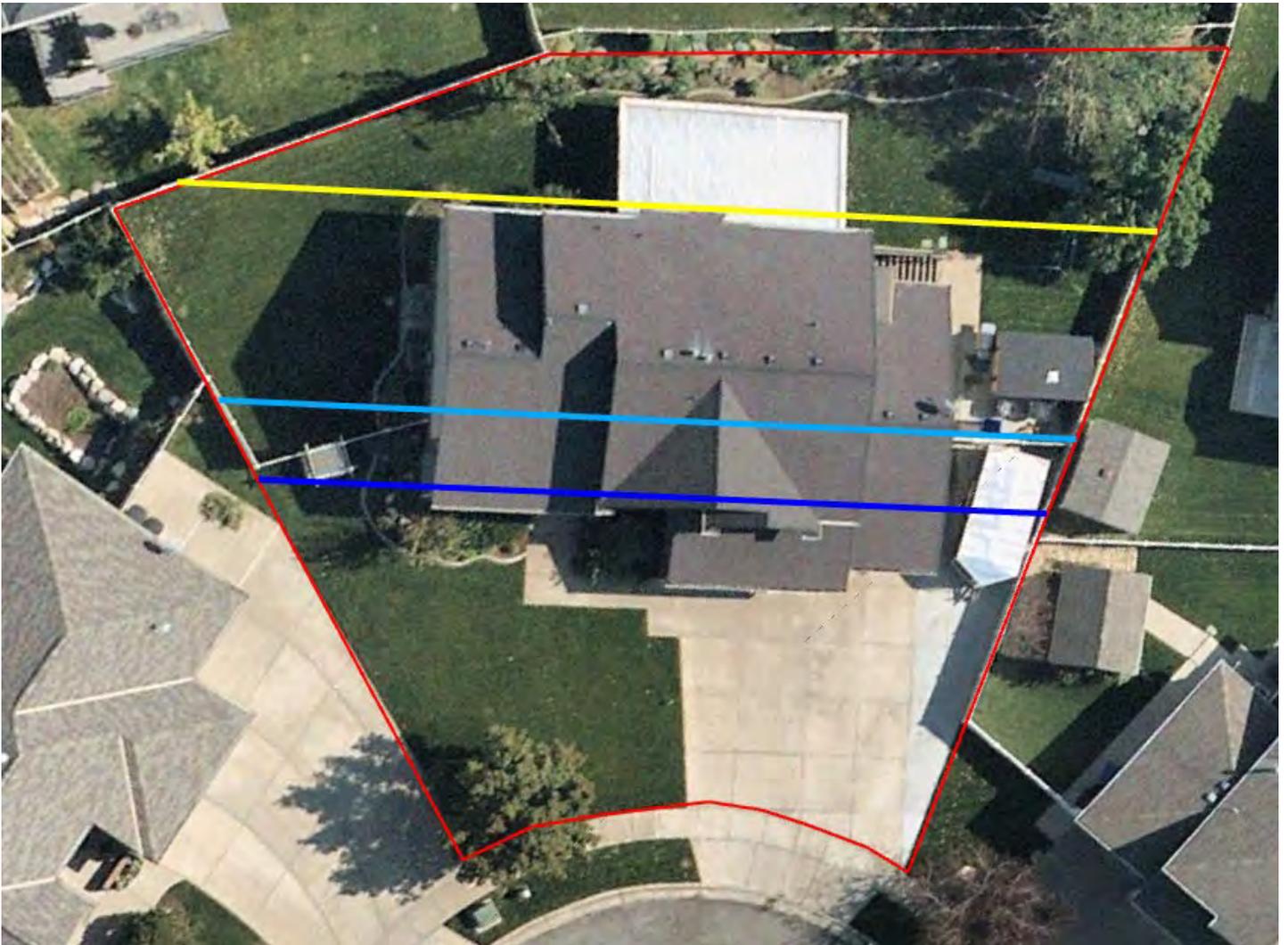


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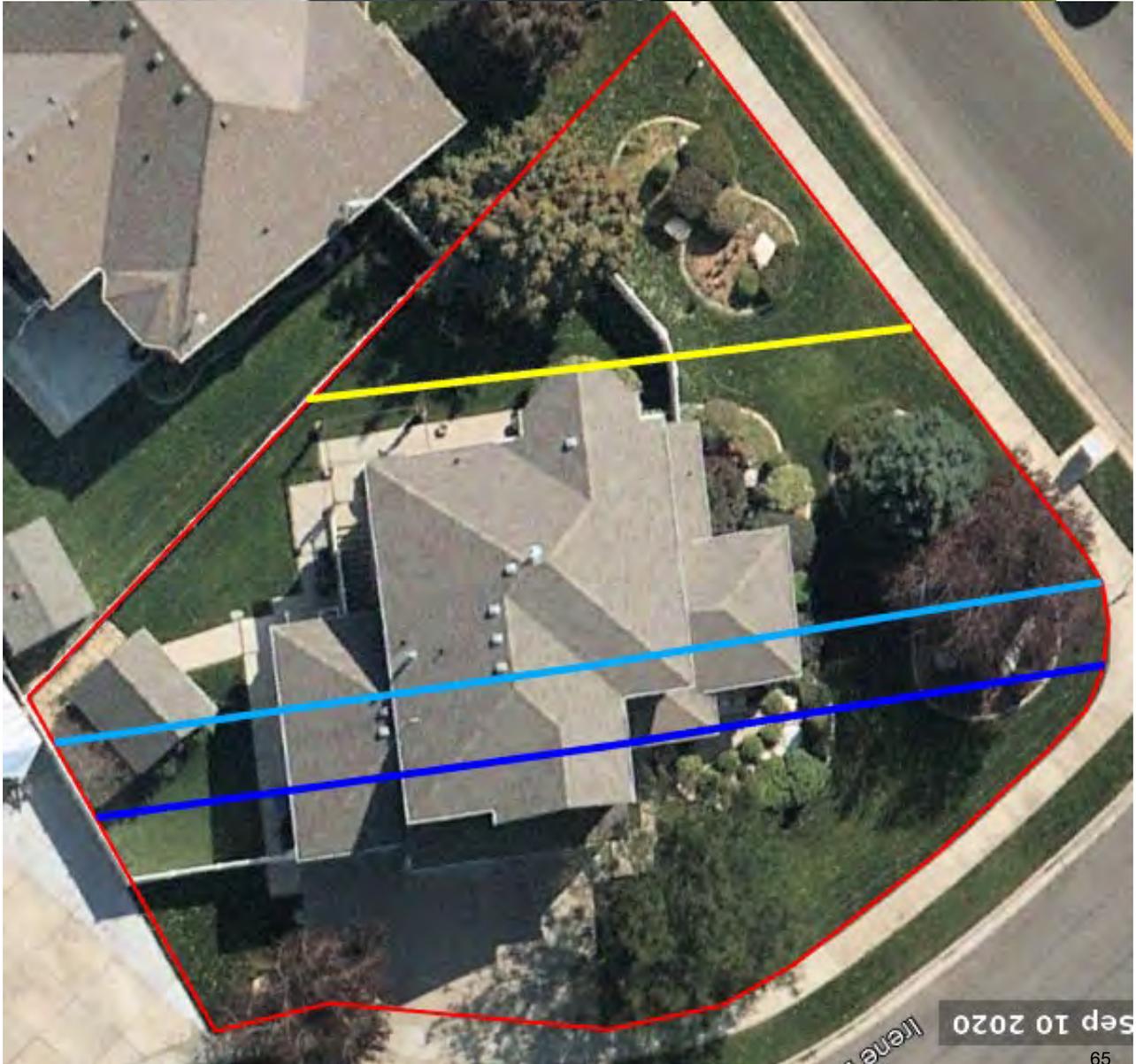
Thu Sep 10 2020



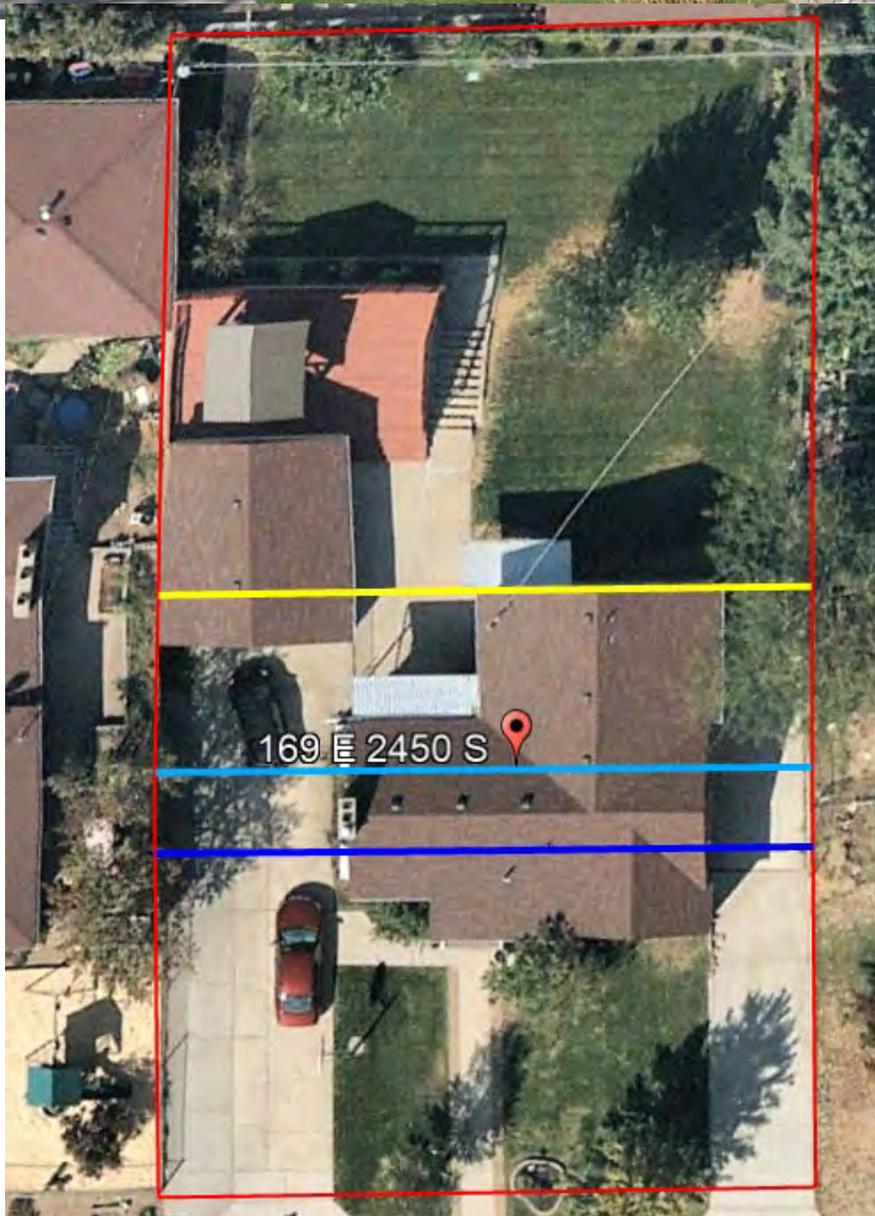
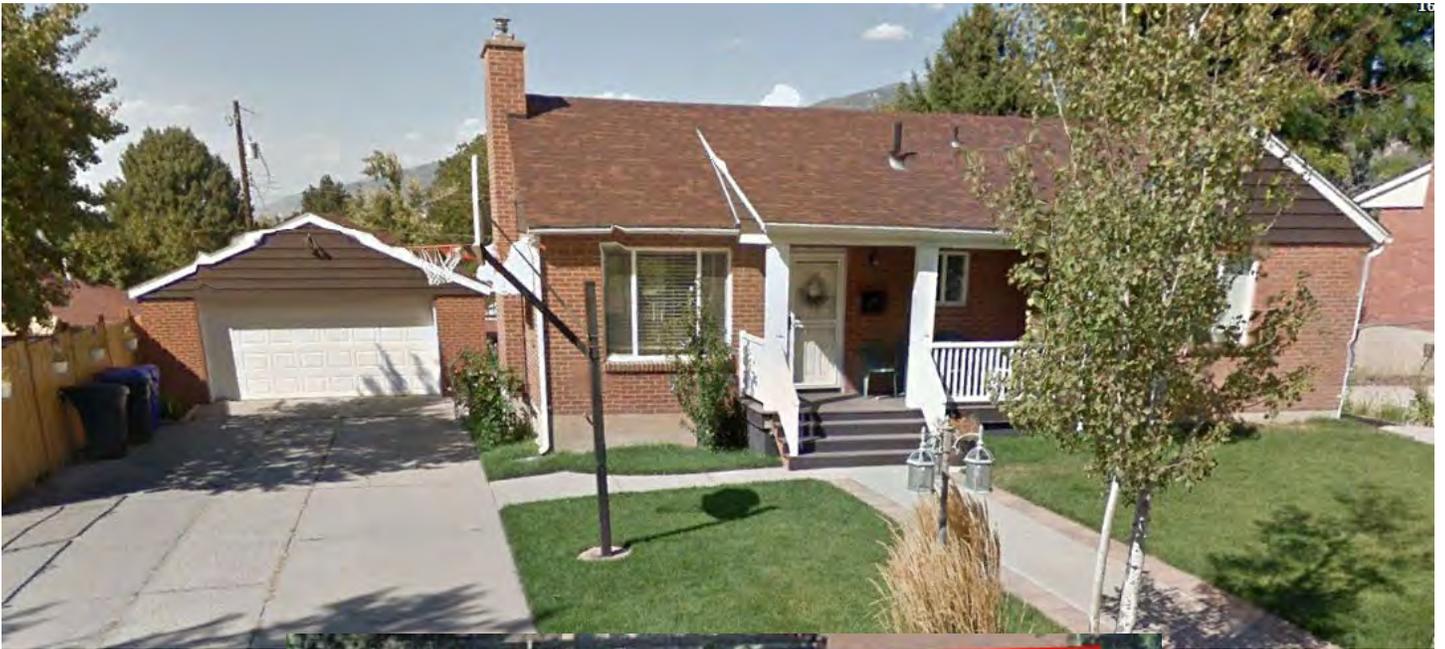
2767 South Irene Drive (2001)



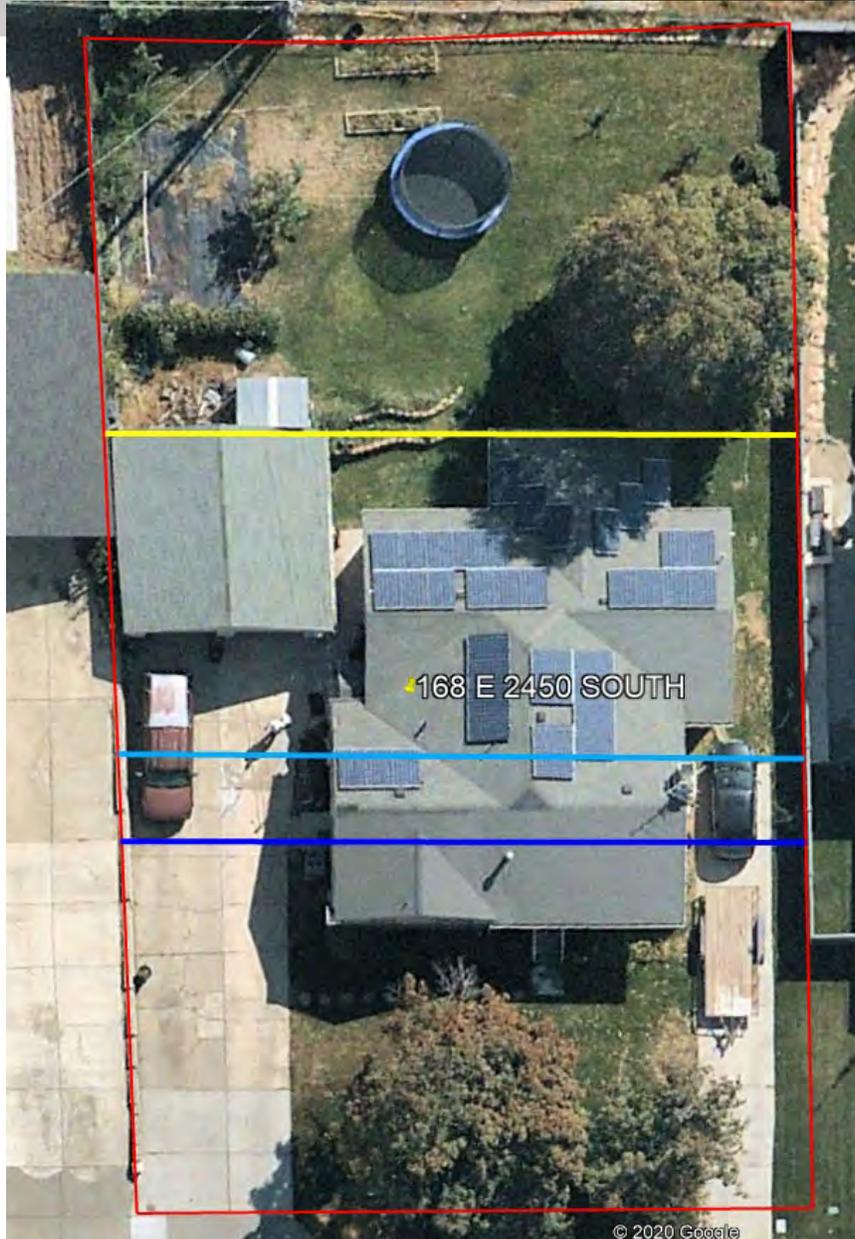
2783 South Irene Drive (2001)



169 East 2450 South (1955)



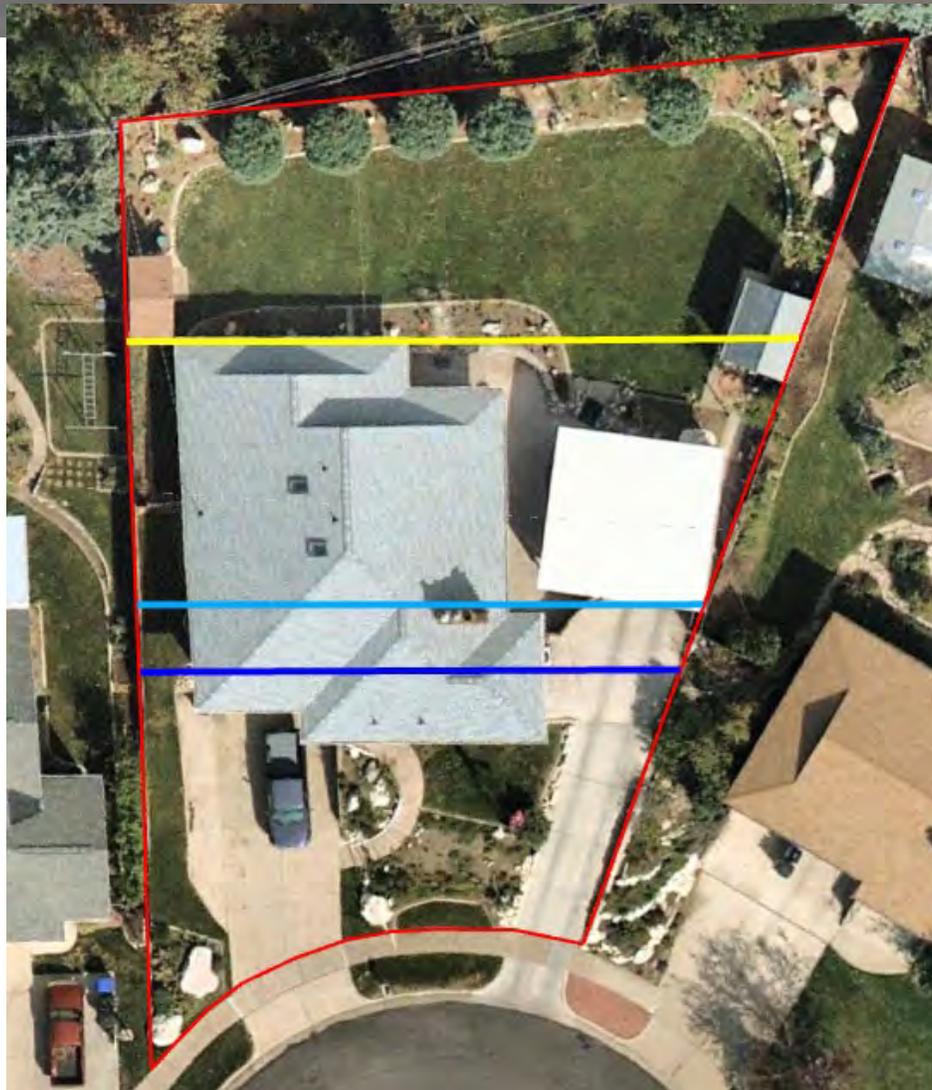
168 East 2450 South (1955)



96 North 1050 East (1964)

nearmap
current : clear : change

Fri Sep 11 2020



3002 South 400 West (1957)



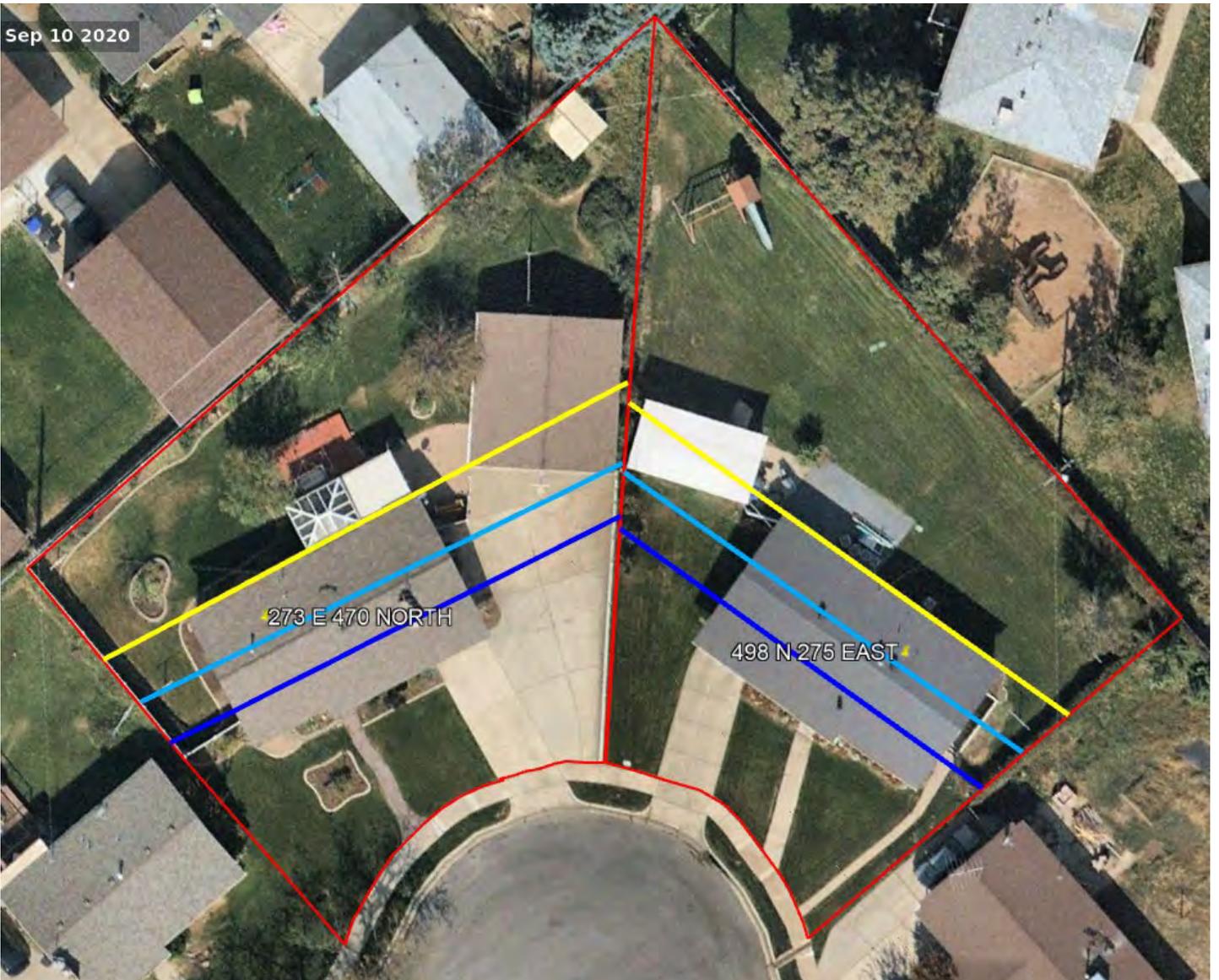
3003 South 400 West (1950)



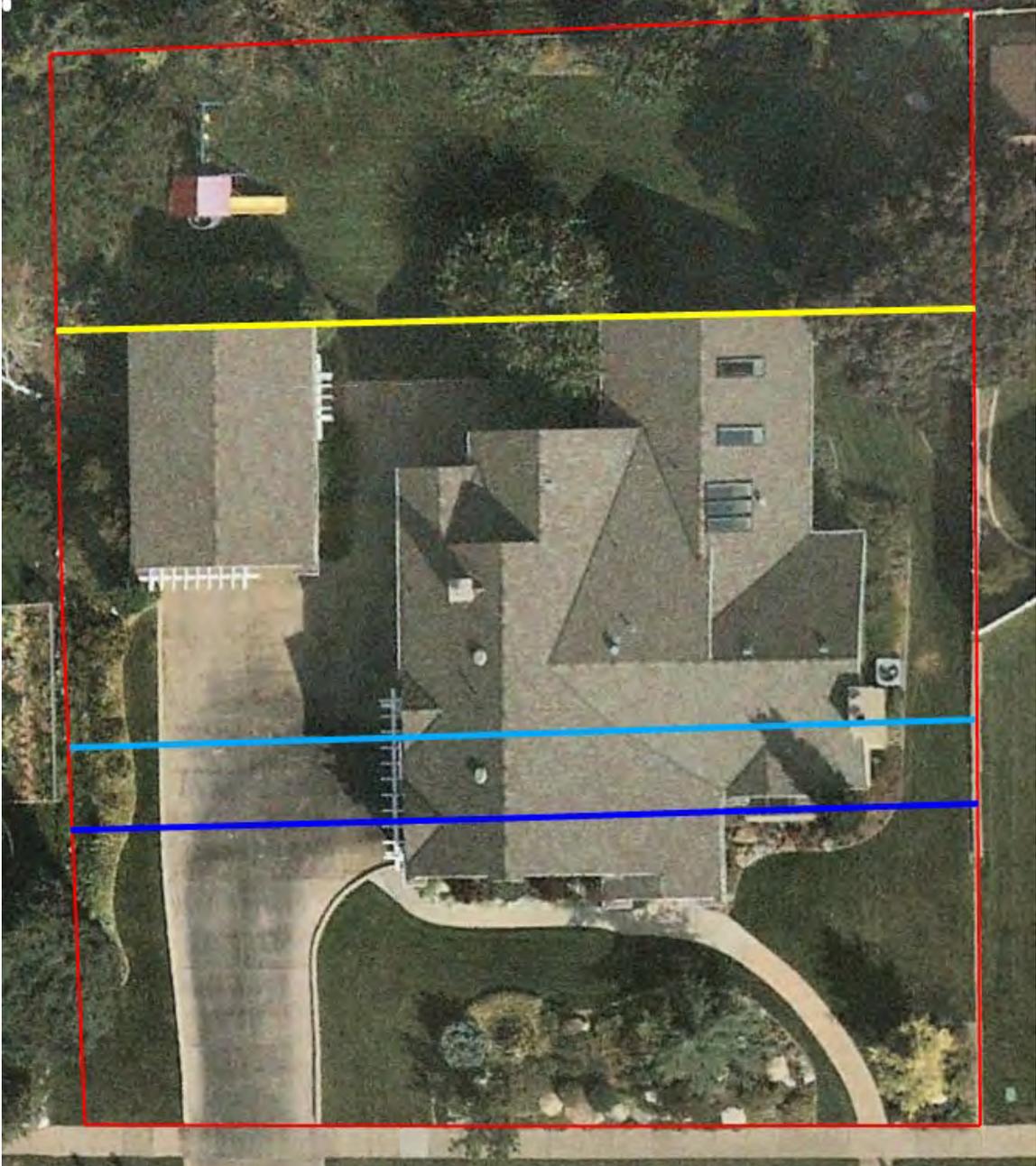
3033 South 400 West (1951)



273 East 470 North (1963) and 498 North 275 East (1963)



631 South Indian Trail Road (1974)



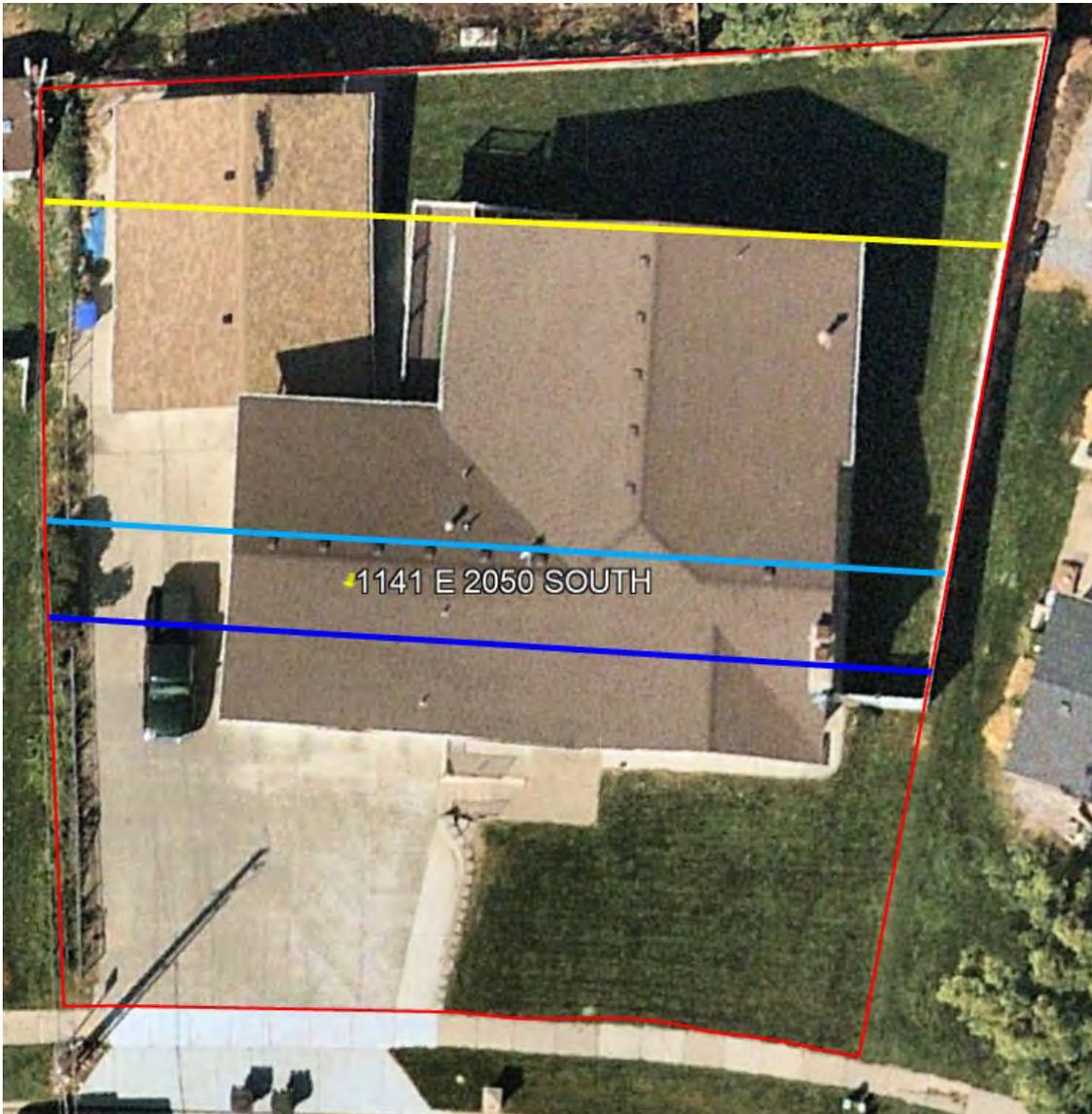
1247 and 1259 North 850 East (both 1955)



945 East 550 North (1941)



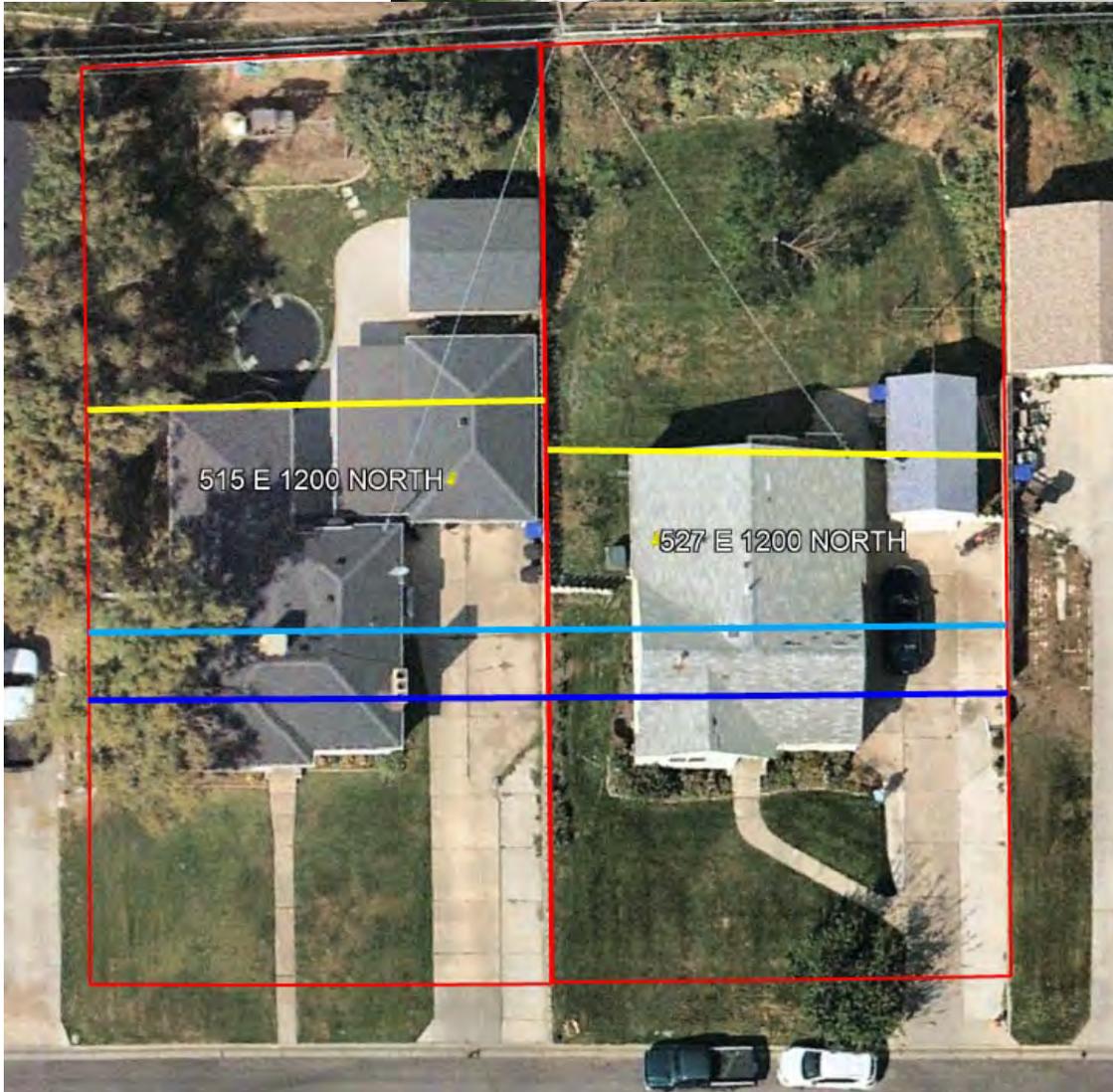
1141 East 2050 South (1974)



1160 East Sunset Hollow Drive (1997)



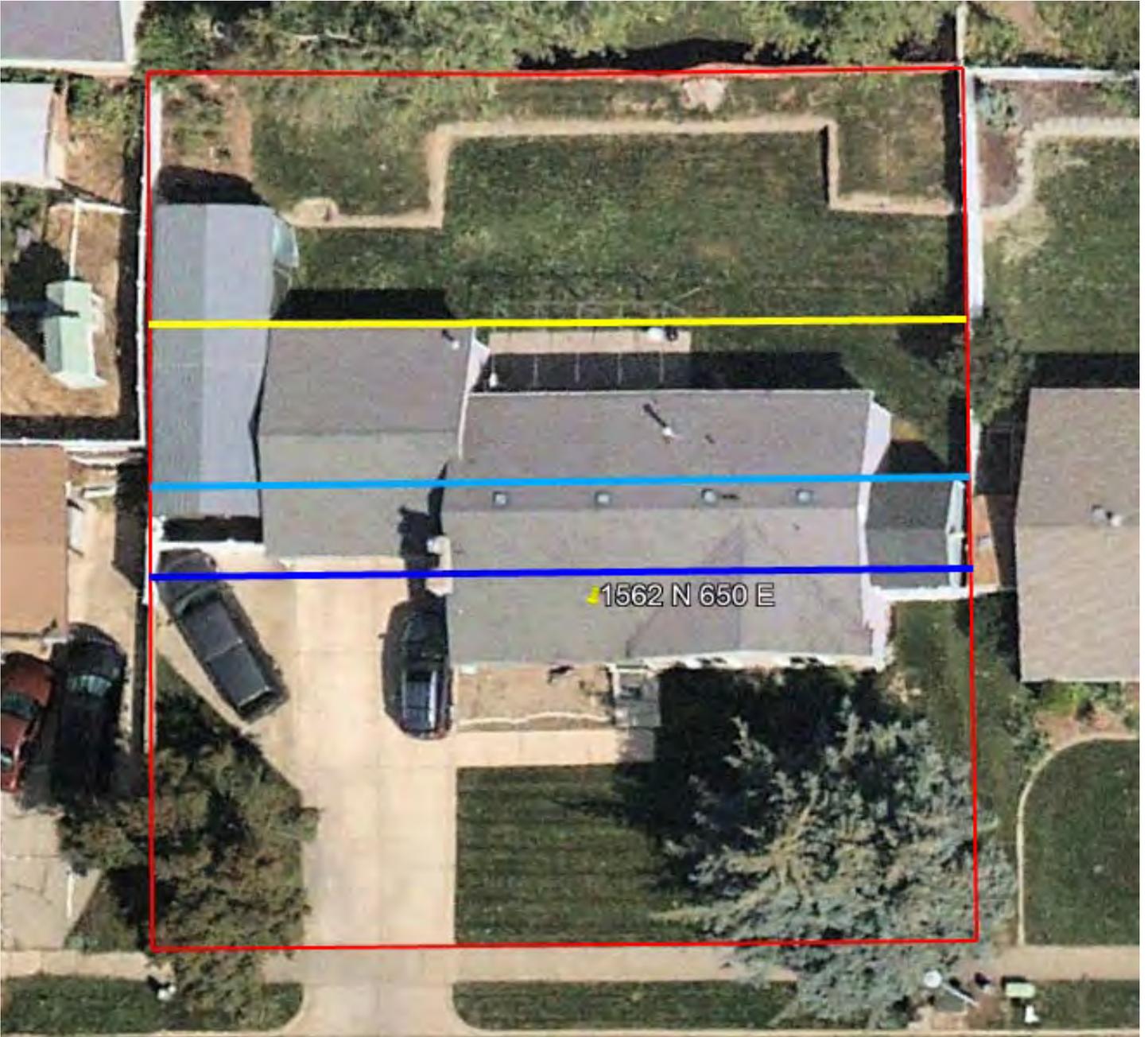
515 and 527 East 1200 North (1950)



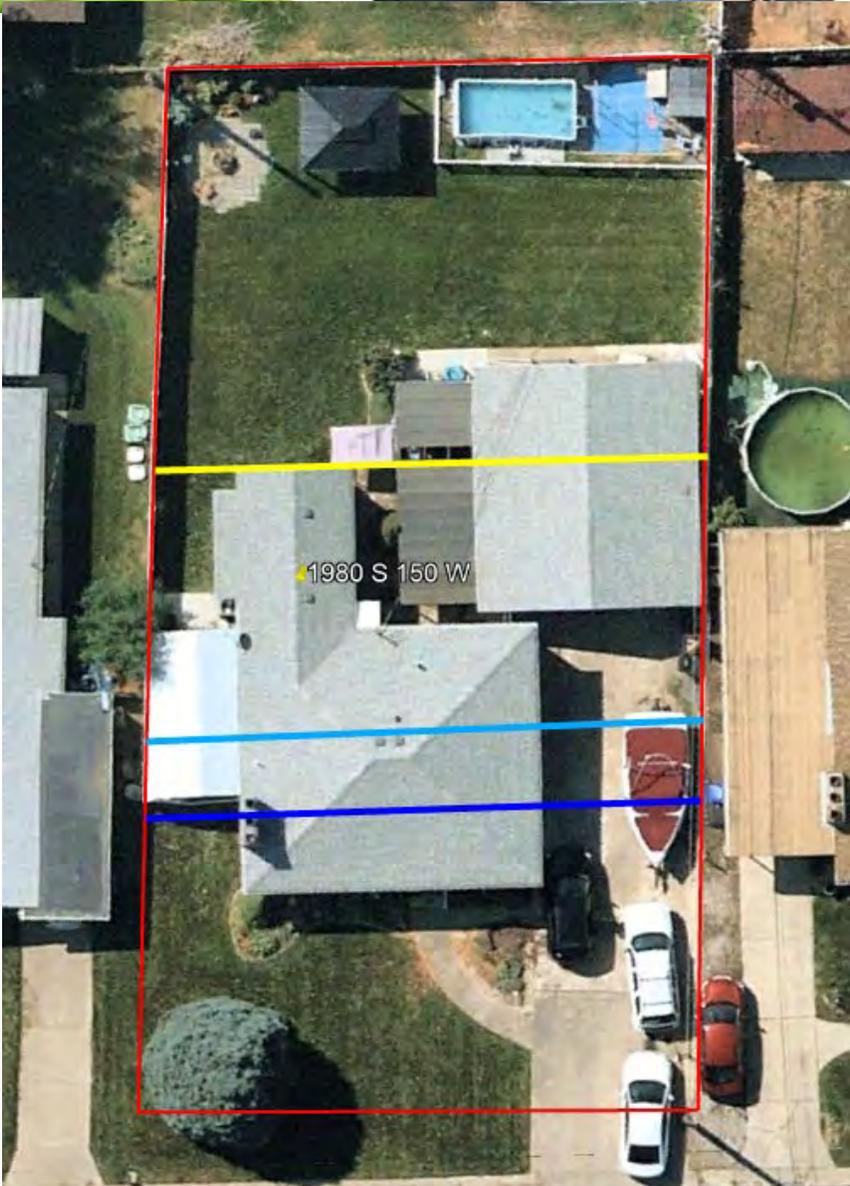
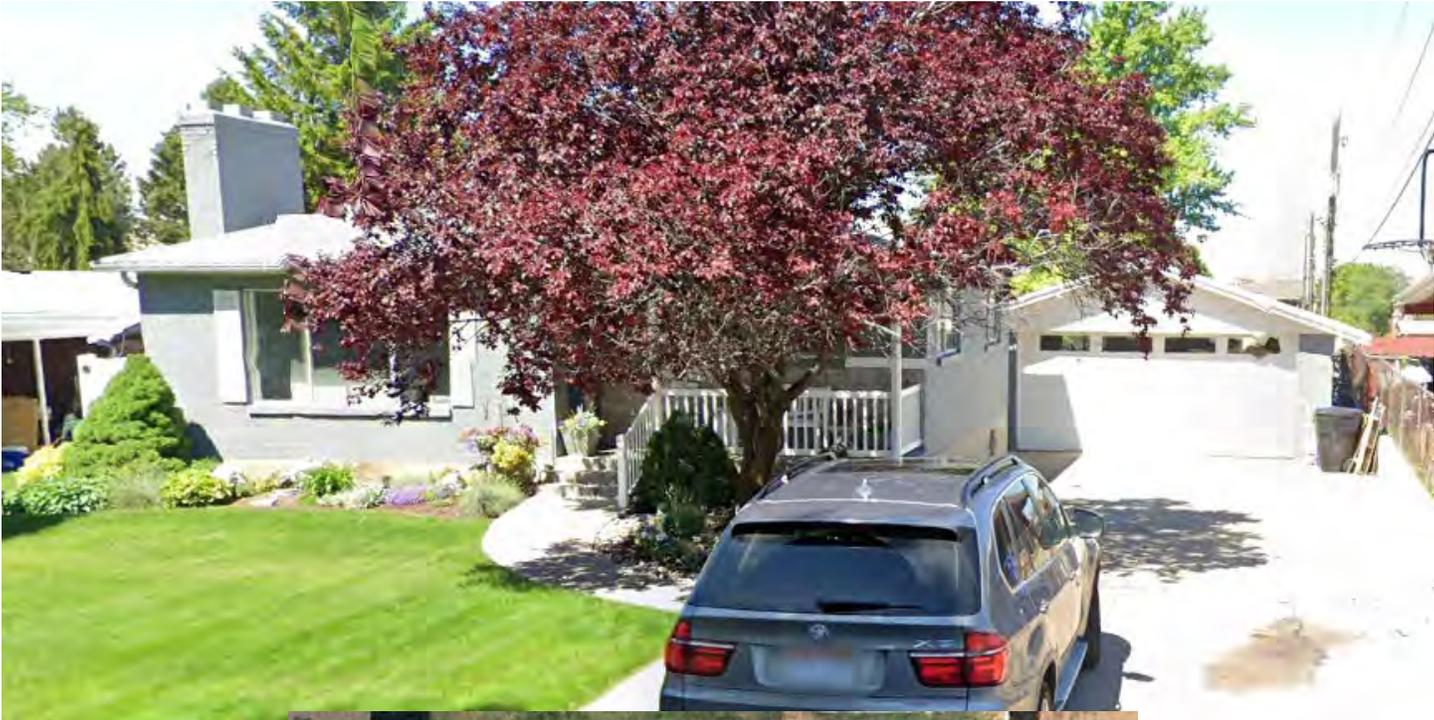
458 East 1200 North (1949)



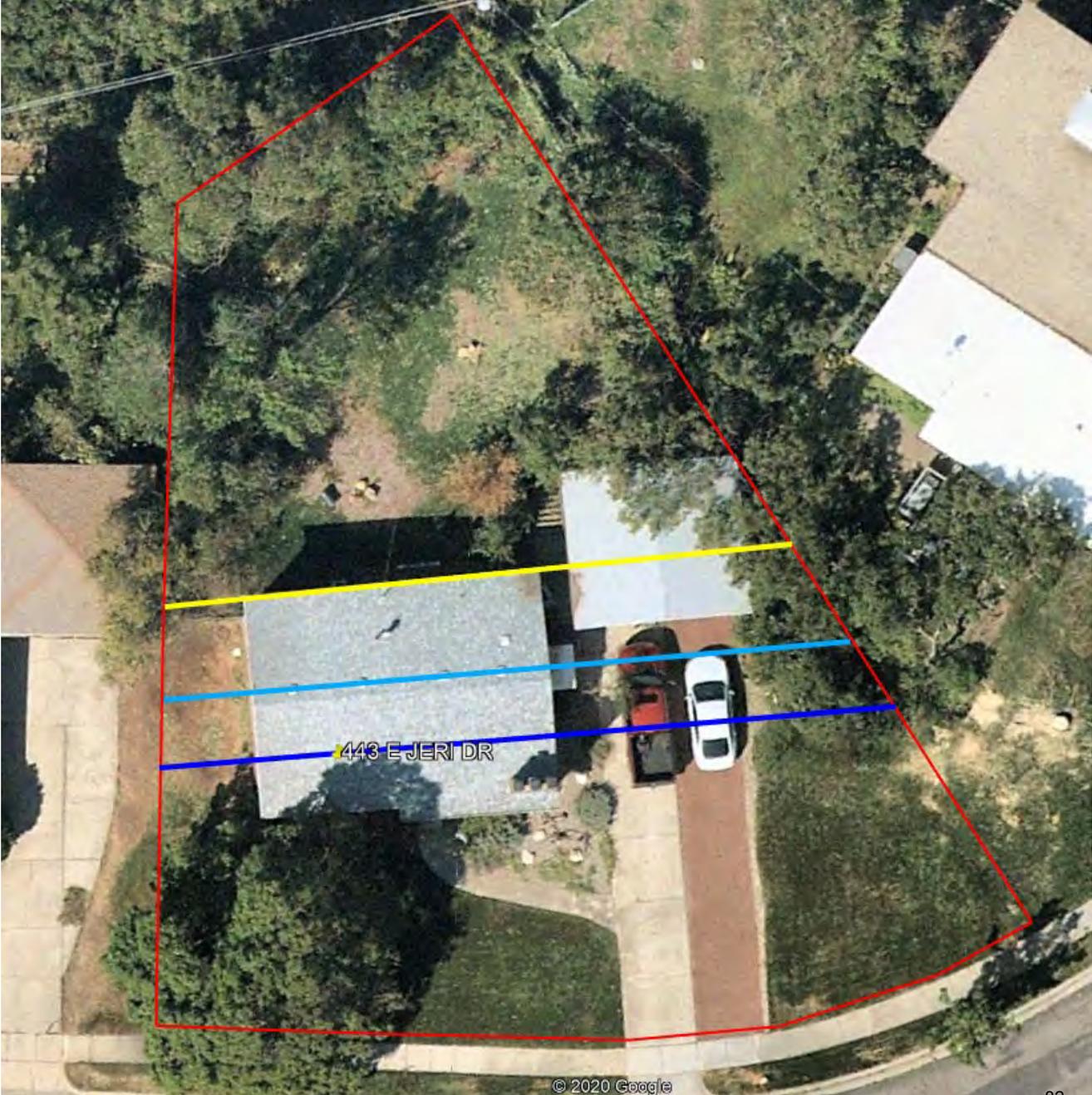
1562 North 650 East (1975)



1980 South 150 West (1954)



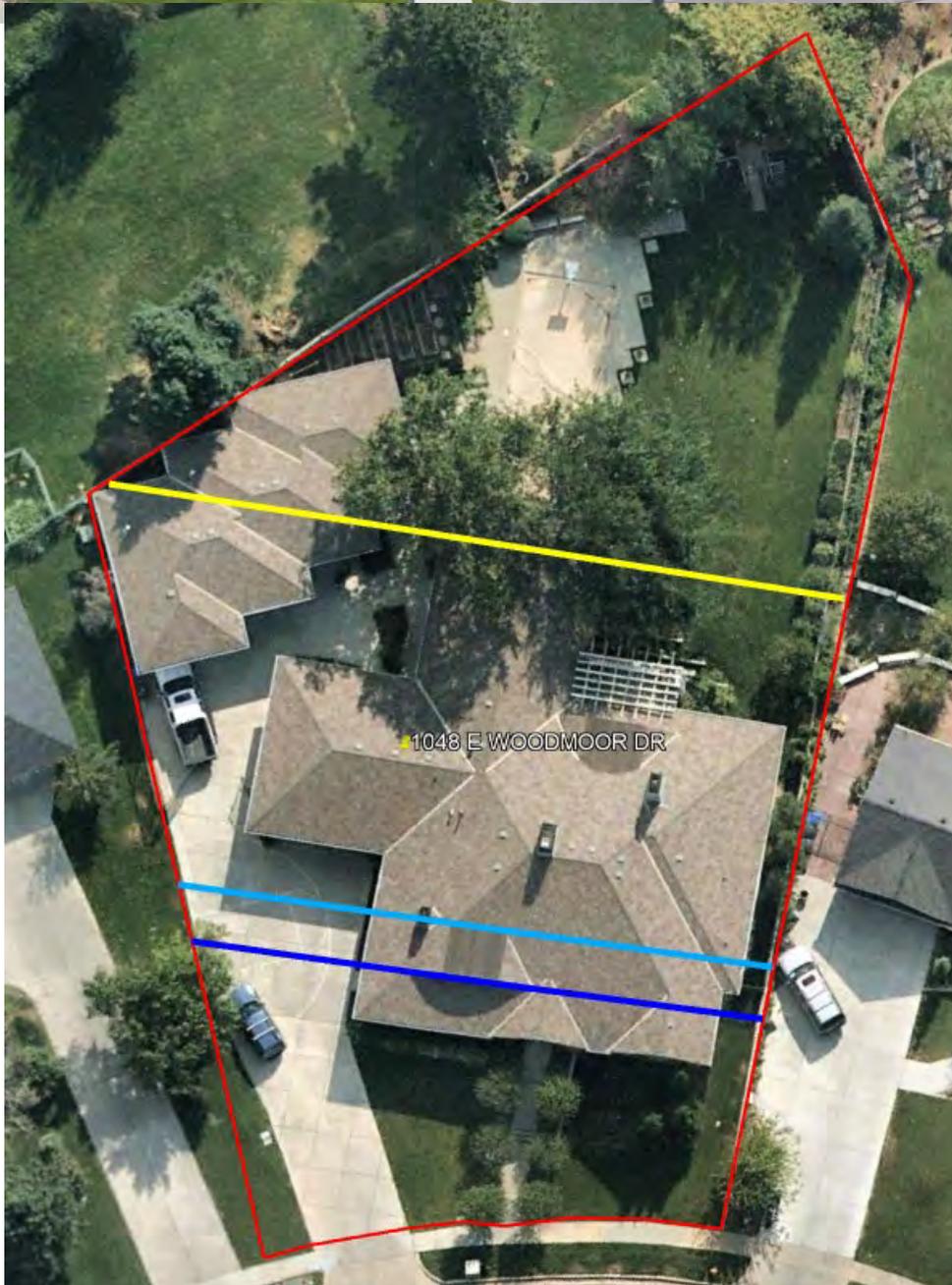
443 East Jeri Drive (1958)



462 East Jeri Drive (1958)



1048 E Woodmoor Dr (2007)



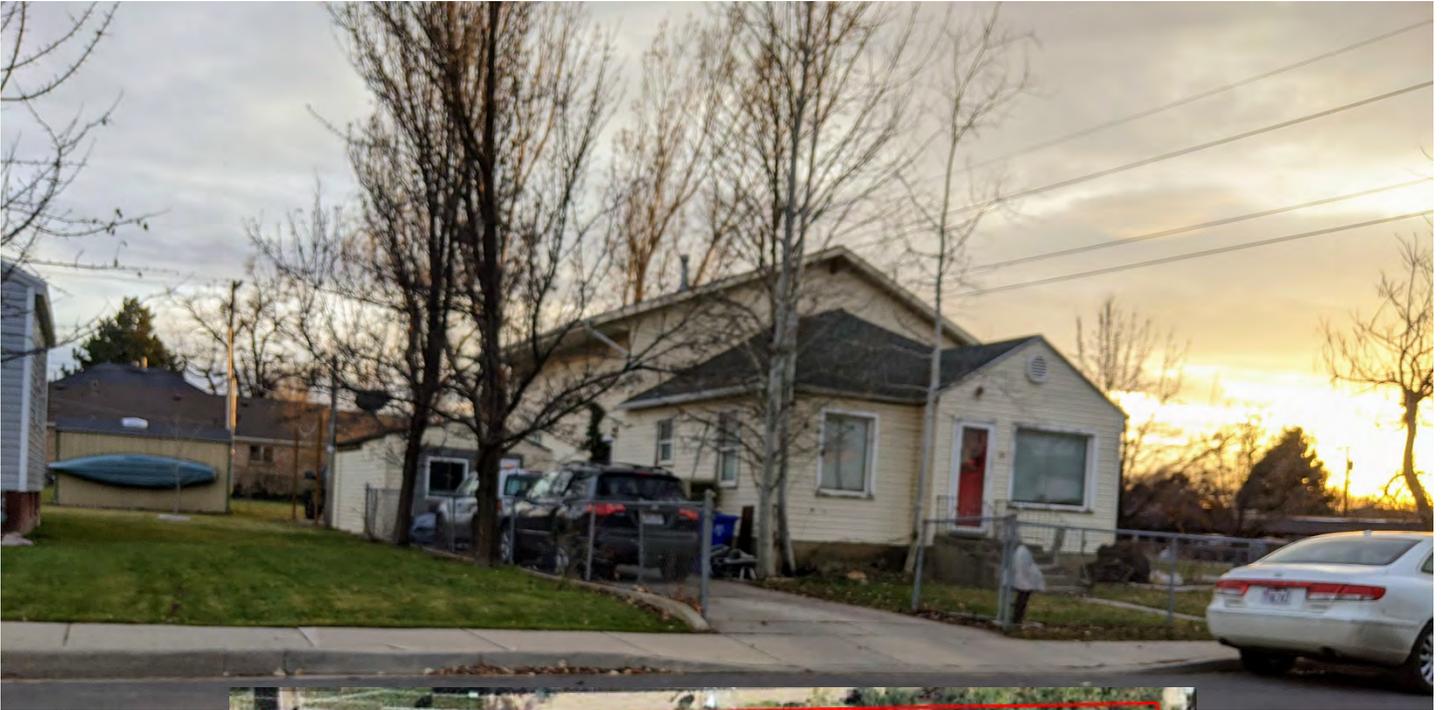
2544 South 150 East (2013)



175 West 200 North (1950)



195 West 200 North (1946)



City Council Staff Report



Subject: Amendment to the Land Use Code to Permit Temporary Sales Offices in Trailers located in Residential Zones
Author: Curtis Poole, City Planner
Department: Planning
Date: December 8, 2020

Background

The Applicant, Shawn Poor on behalf of Brighton Homes, has submitted an application to amend the Land Use Code to permit temporary sales offices in trailers in residential zones. The Applicant has built and is currently constructing townhomes in the City. As this is an applicant-initiated text amendment, once an application is deemed complete the City is required to place the item on the next regularly scheduled Planning Commission agenda and issue public notices regarding the necessary public hearings.

The Planning Commission reviewed the application at its December 1, 2020 meeting. The Commission opened a public hearing; however, there were no comments from the public on this amendment. The Applicant indicated the sales trailer they would use resembles a tiny home instead of a typical construction trailer. The Commission noted that although the Applicant may provide a more visually appealing trailer, other developers could provide whatever they wanted.

It was pointed out by the City Engineer that on large parcels temporary sales trailers may have less of an impact; however, introducing another trailer and additional vehicles to a smaller project that is already filled with construction materials and vehicles would not be advisable. The result would be vehicles from construction workers and construction debris tracking even further onto City streets.

The Applicant indicated the purpose of the text amendment would allow their products to be sold prior to a model home being constructed. The Commission stated a code change should not be made to benefit the sales practices of a business and the benefits and potential negative consequences to the City and its residents should be fully understood. The Planning Commission voted 4-3 to forward a negative recommendation of approval to the City Council.

Analysis

The Bountiful Land Use Code currently prohibits temporary sales offices in trailers within residential zones. Staff has reviewed codes from neighboring cities within South Davis County, including Layton, and the cities of Draper, Murray, Logan and Salt Lake as part of this analysis. These cities are similar to Bountiful City in proximity, land use, size or

geography. Except for Farmington City, which also prohibits temporary sales offices in trailers, none of these cities mention this use within their codes.

The Applicant has submitted codes from three (3) cities which permit temporary sales offices in trailers as either a conditional or permitted use. These cities are Bluffdale, West Jordan and Herriman. It should be noted that each of these cities are in areas of Salt Lake County where development is occurring at a faster rate and are not appropriate comparisons to the conditions found in Bountiful City.

The Applicant argues the existence of a temporary trailer for a sales office will reduce construction times as it allows developers to pre-sale homes on-site. The Applicant further suggests the impact on surrounding residents would be minimal as there would be only 4-5 people on average per week visiting the office. Staff could find no data indicating whether an on-site temporary sales office has any impact on construction times and would agree with the Applicant regarding the impact to surrounding property owners based on the information provided.

The Applicant is proposing the following text language as an amendment to 14-17-114 Uses, Specific Standards and Time Limits, section A, 3:

3. Temporary sales office in trailers. Temporary sales offices incidental to a specific residential project may be located on the site of such a project. The trailer may remain for the duration of the project and shall be removed within thirty (30) days after substantial completion of the project.

The current code states the following:

3. Temporary sales offices in trailers. Temporary sales offices located in a trailer or other portable structure for the sale or lease of property in a subdivision, an apartment complex or planned unit development is prohibited.

The purpose of Chapter 17, "Temporary, Seasonal, and Home Occupation Uses," of the Land Use Code is to, "establish standards regulating the time, place, and manner in which temporary, seasonal, and home occupation uses may occur." Staff finds the current code permitting on-site temporary sales offices, such as a model home, to be adequate. The impacts of a temporary sales trailer can detract from completion of the development as the trailer/portable structure would most likely take an area intended to be landscaped. Current trends also allow sales and conversations to be conducted remotely or electronically. Staff does not find any applicable reasons to amend the Code to provide for a prohibited use.

Of the city codes reviewed by Staff it is interesting to note that the only mention of temporary offices in trailers in residential zones is to expressly prohibit them. The current code prohibiting sales offices in trailers has been written in City Code since at least 1993. Any potential reasons from past City Councils prohibiting this use could not be located.

Department Review

This proposal has been reviewed by the Engineering and Planning Departments and City Attorney.

Significant Impacts

The text amendment proposed by the Applicant is creating a specific use which is currently prohibited in residential zones. While individual temporary sales offices in trailers may not have a significant impact on the City or its residents, this request would represent a policy shift which should be carefully considered as this would apply to all future developments in residential zones.

Recommendation

The Planning Commission has forwarded a negative recommendation of approval to the City Council for an amendment to the Land Use Code to allow temporary sales offices in trailers within residential zones.

Attachments

1. 14-17-114 – Uses, Specific Standards and Time Limits
2. Applicant's Application and Narrative

Attachment 1

14-17-114 USES, SPECIFIC STANDARDS AND TIME LIMITS

- A. Residential Zones. Temporary uses in single-family and multiple-family residential zones shall comply with the general standards, and are limited to the uses specified below:
1. Hours of operation shall be limited to the hours between 8:00 a.m. and 8:00 p.m.
 2. Temporary sales offices shall be located in the subdivision where lots are being sold or in the apartment complex or planned unit development where units are being sold or leased.
 3. Temporary sales offices in trailers. Temporary sales offices located in a trailer or other portable structure for the sale or lease of property in a subdivision, an apartment complex or planned unit development is prohibited.
 4. Temporary sales offices in a model home or unit for the sale or lease of property in a subdivision, apartment complex, or planned unit development may be used until the last lot or unit in the development is sold and closed. If the office is located in the area of the home intended for a garage, any alterations made to accommodate the office shall be removed, and the space shall be converted to the function as a garage upon termination of the temporary office.
 5. Construction trailers incidental to a specific construction project may be located on the site of such a project. The trailer may remain for the duration of the project and shall be removed within thirty (30) days after substantial completion of the project. Storage of construction and related material and debris shall not be permitted in the public right-of-way. Temporary offices housed within construction trailers wherein a business or service for others is transacted are prohibited. Examples of such uses are Accountant, Architect, Insurance Sales, Medical and Dental, Real Estate Sales, etc.
 6. Fairs, carnivals, rodeos, live entertainment and other major public gatherings and fund-raising events or promotional events may be permitted for up to three (3) consecutive days at a site with an existing public or quasi-public use. Two such events per sponsor may be permitted per calendar year.



For Office Use Only

Date Rec'd 10-23-2020
Application \$ 75000
Zone Single Family

ZONING MAP AND ORDINANCE AMENDMENT APPLICATION 20784

Date of Submittal: 11/11/2020

Property Address: 520 South Orchard Drive

Applicant Name: Brighton Homes (Shawn Poor)

Applicant Address: 215 N. Redwood Rd, Suite 103
North Salt Lake, UT 84054

Applicant Phone #: 801-839-6321

Applicant E-Mail: shawn@buildwithbrighton

Authorization (Owner Signature): [Signature]

(If applicant is not owner, applicant must submit notarized authorization from all property owners)

Project Name and Description: Text amendment to code 14-17-114,3
See Attached text

Check Item that applies:

- Amend the text of the Land Use Ordinance
- Amend the Zoning Map by rezoning property from the _____ Zone to the _____ Zone.

Fees:

Rezones: \$450.00 + \$100.00 per acre (max \$1000.00)
Text Amendments: \$550.00

Items to be completed that shall be included with any Zoning Amendment Application:

015494-0003 Darlene 11/19/2020 10:58AM
Permits / Inspection - 207861040 - 2020
Payment Amounts
Transaction Amounts
Department of Planning and Economic Development
Phone 801.298.6190
CHECK: 0022404
750.00

- Bountiful City will prepare labels and mail out the notice to all property owners within five hundred feet (500') of the subject property boundaries based on the most recent Davis County Tax Assessment records.

****The fee for the preparation and mailing of notices has been added to the application fee. Do not get labels from Davis County Records office, if you do, you will still be charged the entire fee on page 1.**

- For rezones, two (2) 24 x 36, and one (1) 11x17 copy or one (1) .PDF file, of the preliminary development plan drawn at 1:10 scale or as required by the City Engineer or City Planner. A development plan shall include:
 - A north arrow, the scale of the drawing, and the date of the drawing.
 - Street names and addresses.
 - Property lines with dimensions.
 - All sidewalks, driveways, curbs and gutter, and parking areas.
 - All existing easements, rights-of-way, and any other restrictions on the use of the property.
 - Existing buildings and other significant features on the site.
 - Existing buildings and significant features located on adjacent properties within 50 feet (50') of the subject property boundaries.
 - When required by the City Planner or City Engineer, a survey including both existing and proposed contours of the land at intervals of two feet (2') or better.
- For text amendments, a .doc or .wpd file of the proposed text amendment and one (1) hard copy.
- Typed responses to the following questions:
 - List the complete legal description of the property (or submit a separate survey):
 - What is intended to be done on or with the property?
 - Why is the intended zone change necessary at this particular location to provide a service to the community?
 - Explain how the intended zone change will not be detrimental to the health, general welfare or safety of persons working or residing in the vicinity, or injurious to property or improvements in the vicinity.
 - Explain fully the timetable for development as well as financing available.

Processing Procedure:

- Bountiful Planning Staff will review application first.
- A completed application will be placed on the first available Planning Commission agenda.
- The Planning Commission will discuss the application at its regular meeting and make a recommendation to the City Council. The applicant will be notified of the time and place of this meeting. The applicant or a representative for the applicant must be present at this meeting for the item to be heard by the Planning Commission.
- The application will be sent to the City Council along with the Planning Commission's recommendation to have a public hearing set. If an unfavorable recommendation is received from the Planning Commission and there is concurrence by the City Council with that unfavorable recommendation, no public hearing shall be held. If the recommendation from the Planning Commission is favorable, or if the City Council determines a hearing is desirable despite an unfavorable recommendation, the City Council shall set a public hearing date.
- The public hearing must be advertised in the local newspaper ten (10) days prior to the public hearing date not counting the date of the publication and the date of the hearing. For a rezone, notice will be sent to all the property owners within five hundred feet (500'), fourteen (14) days prior to the Public Hearing along with a sign posted on the property provided by the Planning Department.
- At the public hearing, the City Council may accept the recommendation of the Planning Commission, or may elect to make recommendations of its own. The applicant or agent is required to attend the public hearing. Any other interested parties are invited to attend. The City Council may take action at the public hearing or may take the application under advisement to make a decision at a later time.

14-17-114 USES, SPECIFIC STANDARDS AND TIME LIMITS

A. Residential Zones. Temporary uses in single-family and multiple-family residential zones shall comply with the general standards, and are limited to the uses specified below:

Existing Code Text

3. Temporary sales offices in trailers. Temporary sales offices located in a trailer or other portable structure for the sale or lease of property in a subdivision, an apartment complex or planned unit development is prohibited.

Proposed Code Text

3. Temporary sales offices in trailers. Temporary sales offices incidental to a specific residential project may be located on the site of such a project. The trailer may remain for the duration of the project and shall be removed within thirty (30) days after substantial completion of the project.

West Jordan

TEMPORARY DEVELOPMENT/CONSTRUCTION OFFICE: A temporary structure, such as a modular unit or trailer used as a temporary office facility. Purposes for temporary offices are restricted to the following uses: construction supervision offices on a construction site and temporary on site real estate offices for a development project.

Use	R-1	R-2	R-3	R-R	R-E	R-M
Modern home	P	P	P	P	P	P
Nursing home		C	C			
Public park	P	P	P	P	P	P
Residential substance abuse treatment home, large			C			
Residential substance abuse treatment home, small			AC			
Schools, K - 12	C	C	C	C	C	C
Temporary office for real estate sales and preleasing only	P	P	P	P	P	P
Transitional home, large			C			
Transitional home, small			AC			

Bluffdale

Construction Trailers Or Sales Offices: Temporary structures used as construction trailers or residential sales offices shall obtain approval by the Zoning Administrator before the structure is placed on site and shall be removed upon termination of said permit approval.

Herriman

Uses ¹	Zones																			
	A-.25	A-.5	A-1	R-1-10	R-1-15	R-1-21	R-1-43	R-2-10	R-2-15	R-M	FR ²	RC	OP	C-1	C-2	M-1	T-M	MU	MU-2	
Shopping center																				
Temporary building ³⁸	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C	C	P
Transportation service															C	C	P		C ³⁹	
Vehicle and equipment rental																C	P			C
Vehicle and equipment repair, general																C	P		C	
Vehicle repair, limited															C	C				

City Council Staff Report



Subject: The Brooks Final Architectural and Site Plan Review for a Mixed-Use Residential and Commercial Development
Author: Curtis Poole, City Planner
Department: Planning
Address: 220 North Main Street
Date: December 8, 2020

Background

The Applicants, Justin Atwater and Phil Holland representing Pembridge Heathrow Holdings, LLC, request final architectural and site plan review for a mixed-use residential and commercial development, located at 220 North Main Street. The property is in the DN (Downtown) Zone.

The proposed plans show a mixed-use multi-family residential and commercial development consisting of two (2) commercial buildings with 2,600 square feet of leasable commercial/office space fronting Main Street with multi-family residential units above and three (3) additional multi-family residential buildings fronting 200 North and behind the commercial buildings. Final plans show there will be twenty (20) multi-family residential units broken down to nine (9) 1-bedroom units, ten (10) 2-bedroom units and one (1) 3-bedroom unit. The Applicants are proposing to demolish the existing buildings on the property which include the old Brooks Fabric building.

The Planning Commission reviewed the final architectural and site plan proposal at its December 1, 2020 meeting and forwarded a positive recommendation to the City Council with a 7-0 vote. The Applicants confirmed the wall which lies between Building A and B will be contiguous and in architectural harmony with the development as noted in the variance previously granted by the Commission. The City Council previously reviewed and approved the preliminary architectural and site plan at its April 14, 2020 meeting with a 5-0 vote. The Applicants appeared before the Planning Commission for a work session on October 22, 2020 to present and receive feedback before submitting for final architectural and site plan review.

Analysis

This property has a prominent location on Main Street at the corner of 200 North. IHC Health Services owns and operates the property to the North and East, a commercial development is located to the south across 200 North and a vacant car lot is located across Main Street to the west. The proposed development is located on multiple parcels approximately 0.68 acres (29,795 square feet) which will be combined into one (1) parcel.

A unique feature of this development is the existence of Barton Creek which runs through the middle of the property. The creek in addition to the standards of the DN Zone constrain how this property can develop. Standards in the DN Zone require properties with frontage along Main Street to have parking located entirely behind buildings. The Applicants cannot construct a building over the creek easement and requested a variance which was reviewed and granted by the Planning Commission at its September 17, 2019 meeting with a 4-2 vote. Conditions of granting the variance were to build an architecturally compatible wall with a pedestrian opening to screen the parking from Main Street. This wall has been incorporated into the plans.

Properties developing along Main Street in the DN Zone must have a commercial presence at ground level and be given a high level of consideration in the development process to preserve the character of the downtown area. Design and architectural elements should be thoughtfully placed throughout the development, especially on prominent locations such as intersections.

Plans indicate there will be multiple office/retail spaces located at ground level with entrances facing Main Street. The Applicants have submitted architectural renderings which show a thoughtful placement of required features, such as, recesses, extensions, roof off-sets, canopies, balconies and recessed entrances. The office/retail spaces will have large windows facing Main Street and 200 North. The proposal shows a larger use of brick for the two (2) mixed-use buildings which provide for a more pleasing streetscape from Main Street. The heavy use of brick compliments other projects on Main Street such as the corner where Vito's and the Bun Basket are located. Other buildings within the development have an appropriate mix of brick and stucco, especially those visible from Main Street and 200 North. The development meets the building standards in the DN Zone, such as setbacks and height.

Plans show fifteen (15) on-site parking stalls in addition to twenty-three (23) covered spaces (garages and carports) for a total of thirty-eight (38) parking spaces. The Applicants have submitted a parking study which indicates parking under a "worst-case scenario" would use a total of thirty-four (34) spaces. Based on comments from the Planning Commission and Staff, the Applicants eliminated three (3) parking stalls along 200 North which were showing on the preliminary site plan. This permitted additional landscaping to be added and eliminated a second drive access on 200 North. The proposed development will be accessed by one (1) drive approach on 200 North. The existing drive approaches along Main Street will be removed and replaced with landscaping and curb, gutter, and sidewalk, which would increase public parking along Main Street and 200 North.

Landscape coverage for the development is seventeen percent (17%) which exceeds the ten percent (10%) standard for the DN Zone. The Applicant is adding additional street trees along Main Street and along 200 North and will provide more on-site trees than required by code. By eliminating some of the parking along 200 North the Applicants are providing additional open space for the development.

Department Review

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

Significant Impacts

The development is occurring in an area with urban levels of infrastructure already in place. With this proposed development occurring at the intersection of Main Street and 200 North it will greatly impact the aesthetics of the Downtown area.

Recommendation

The Planning Commission has forwarded a positive recommendation to the City Council to review and approve the final architectural and site plan for the mixed-use residential and commercial development subject to the following conditions:

1. Complete any and all redline corrections.
2. Prior to issuance of the building permit, resolve any concerns with Bountiful City Light and Power regarding connections to the property.
3. Receive and submit to the City necessary approvals from Davis County and FEMA regarding the easements of the creek and development of the property.
4. Prior to the issuance of the building permit parcels shall be consolidated and any proposed property boundary adjustments be completed.
5. Each future tenant of the commercial spaces shall apply separately for signage.
6. Pay fees and post and acceptable bond in the amount determined by the City Engineer.
7. Sign a Public Improvement Development Agreement.

Attachments

1. Aerial photo
2. Site Plan
3. Floorplans
4. Building elevations
5. Landscape Plan
6. Parking Study

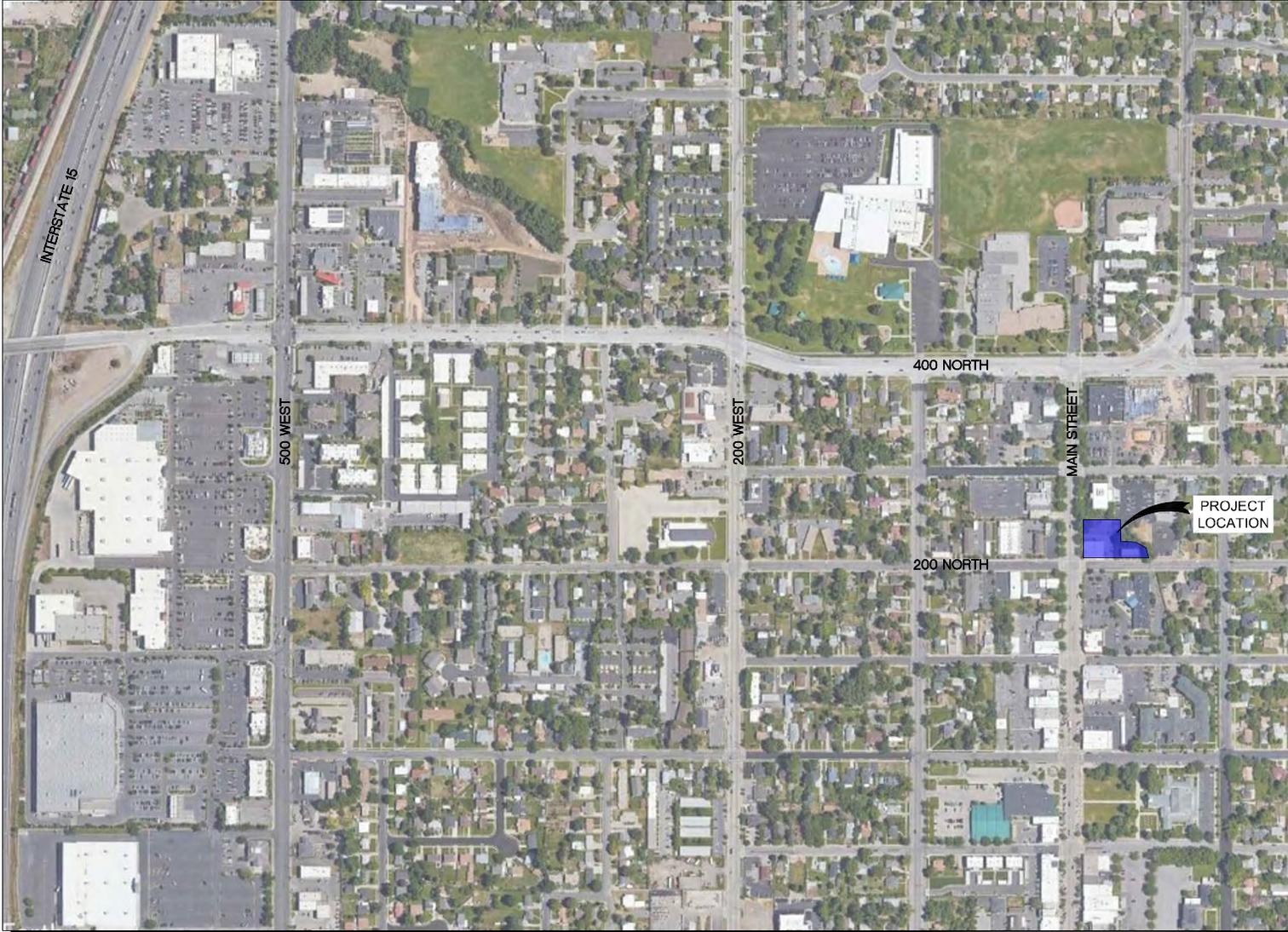
Aerial Photo



2ND AND MAIN DEVELOPMENT

BEING A PART OF LOT 2, BLOCK 45, PLAT A, BOUNTIFUL TOWNSITE
SURVEY IN DAVIS COUNTY, UTAH

NOVEMBER 8, 2020



DEVELOPER:
THE HOLLAND GROUP
1082 WEST DUTCH LANE
KAYSVILLE, UTAH
PHIL HOLLAND
801-668-1565

ENGINEERING:
MEA
MC FARLAND ENGINEERING
& ASSOCIATES, INC.

MC FARLAND ENGINEERING
860 EAST 350 SOUTH
KAYSVILLE, UTAH 84037
SCOTT MCFARLAND, PE
801-726-6797

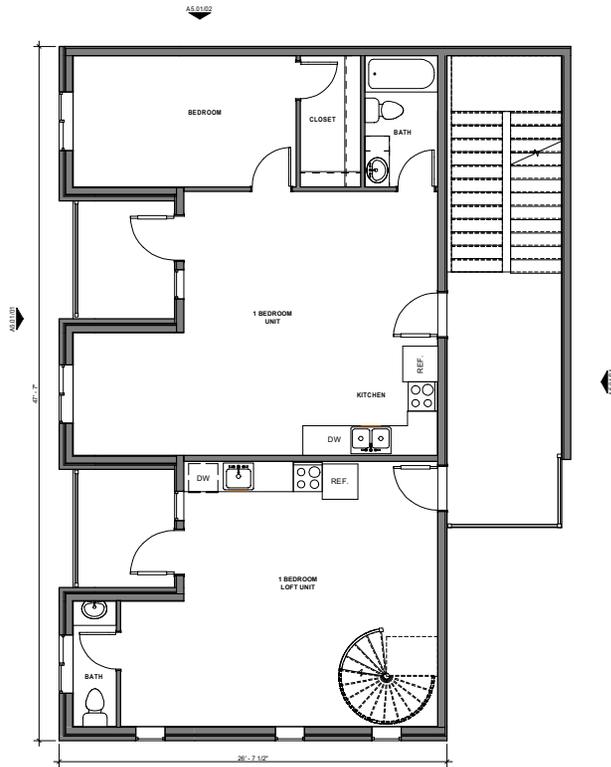


DRAWING INDEX		
DRAWING TITLE	SHEET NO.	REV
COVER SHEET	C1	
GENERAL NOTES	GN1	
OVERALL SITE PLAN	SP1	
OVERALL UTILITY PLAN	UT1	
OVERALL GRADING PLAN	GD1	
OVERALL EROSION CONTROL PLAN	EC1	
OVERALL EROSION CONTROL DETAILS	EC2	

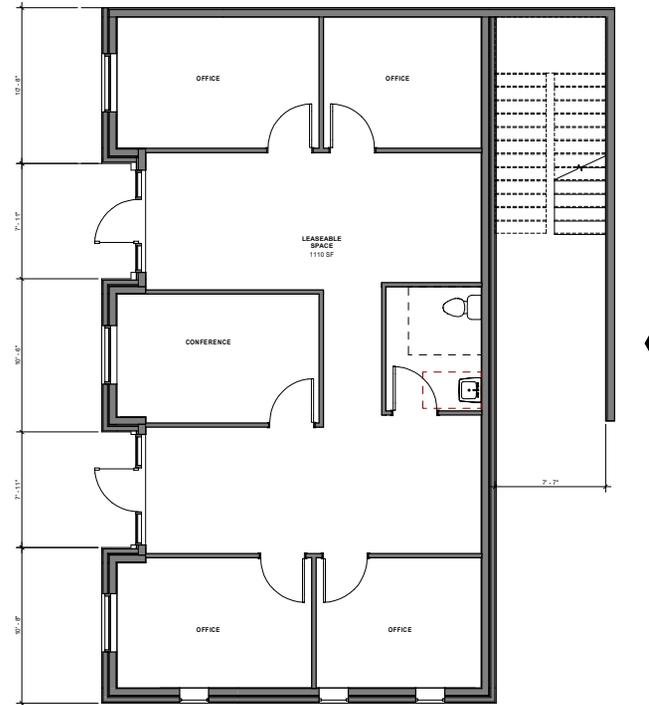
VICINITY MAP
SCALE: NTS

C1

Building A



02 NW BUILDING - SECOND LEVEL
1/4" = 1'-0"



01 NW BUILDING - MAIN LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 500 WEST
DURAND, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

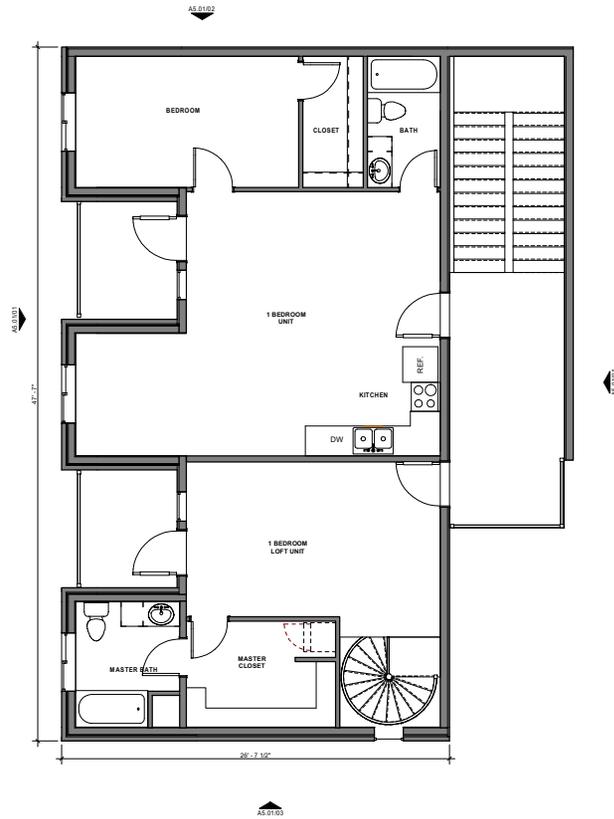
REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING A -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.01

Building A



01 NW BUILDING - THIRD LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 500 WEST
DURHAM, UT 84005

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

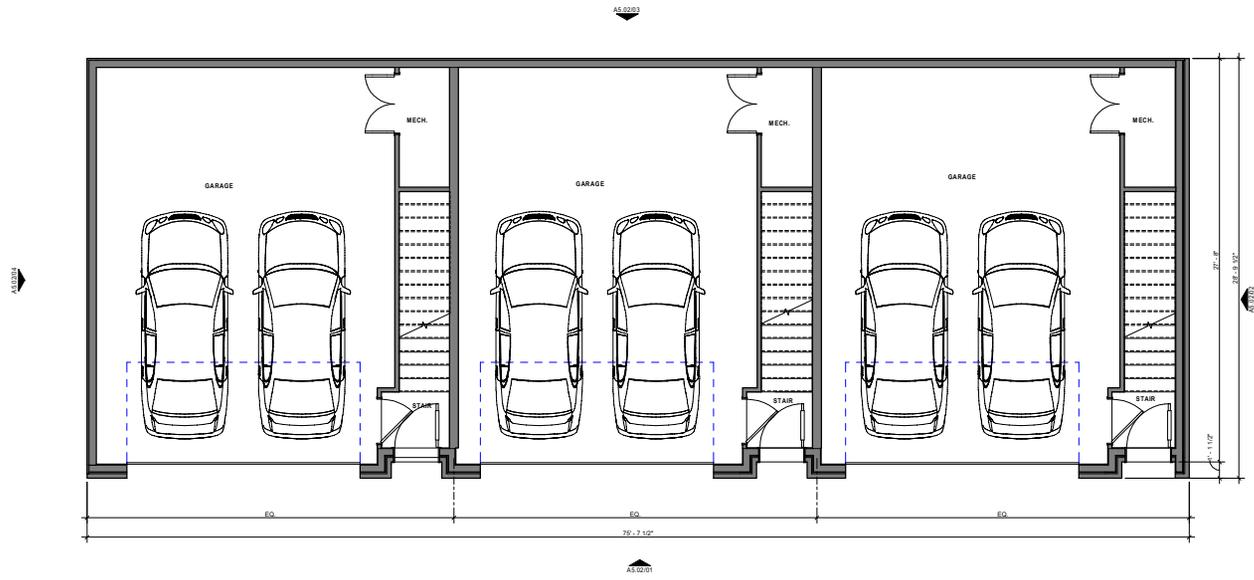
REVISION NO. DESCRIPTION DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING A -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.02

Building C



01 GROUND LEVEL NORTH BUILDING
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 880 WEST
DURHAM, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

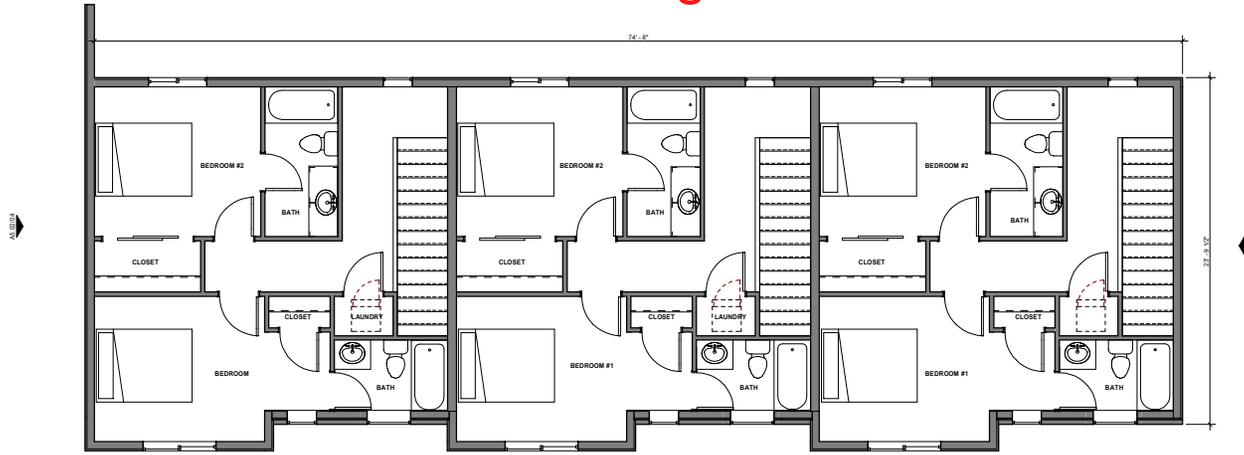
REVISION NO.	DESCRIPTION	DATE

DATE
10/13/2020
ISSUE

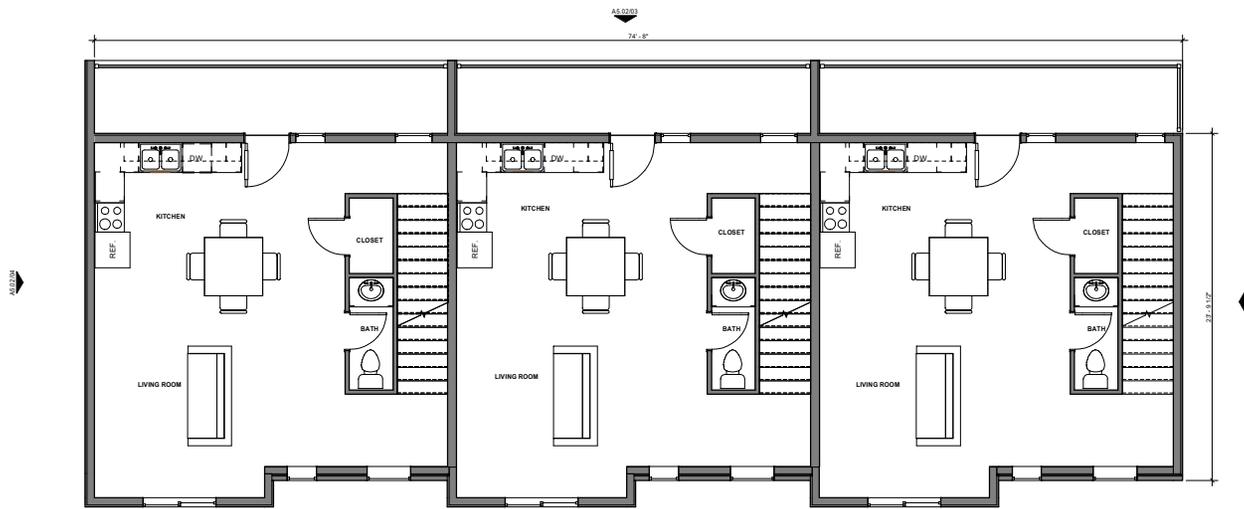
SHEET TITLE
**BUILDING B -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.03

Building C



02 THIRD LEVEL
1/4" = 1'-0"



01 SECOND LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
218 SOUTH 88 WEST
DURHAM, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

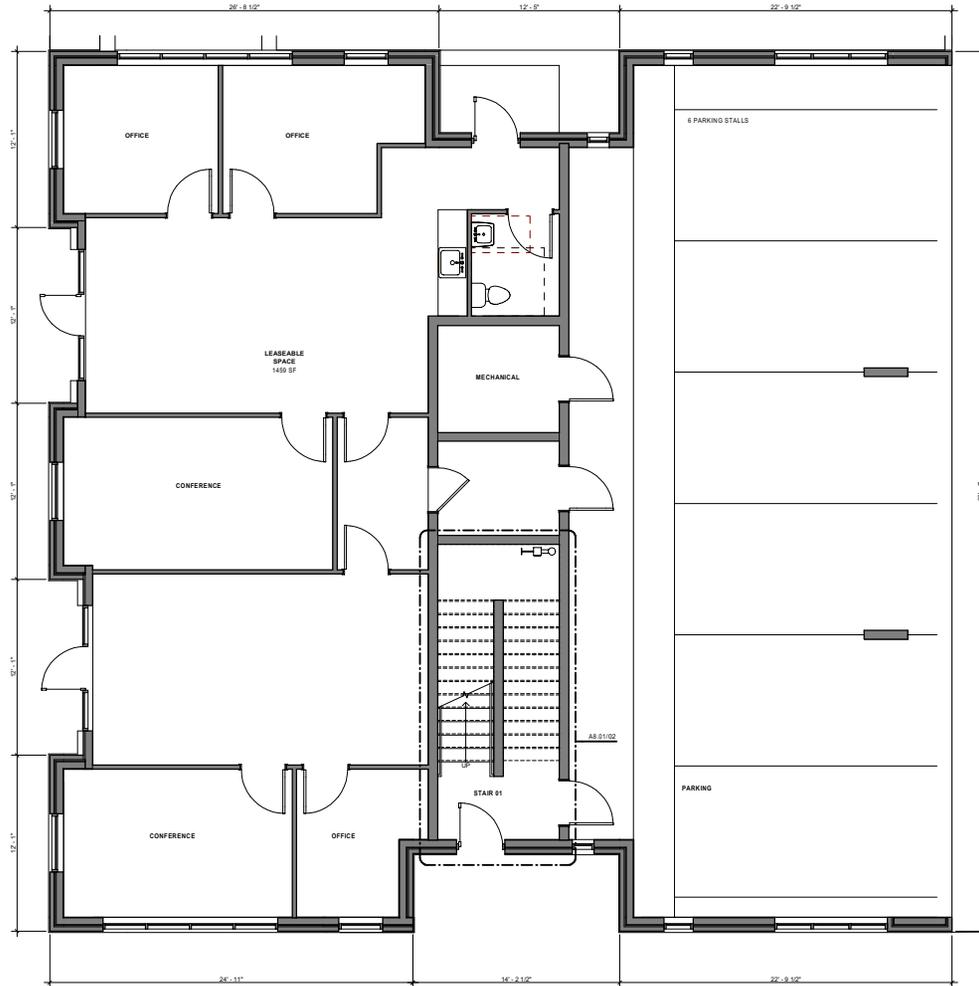
REVISION NO.	DESCRIPTION	DATE

DATE
10/13/2020
ISSUE

SHEET TITLE
**BUILDING B -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.04

Building B



01 MAIN LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 880 WEST
DYRHOUSE, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

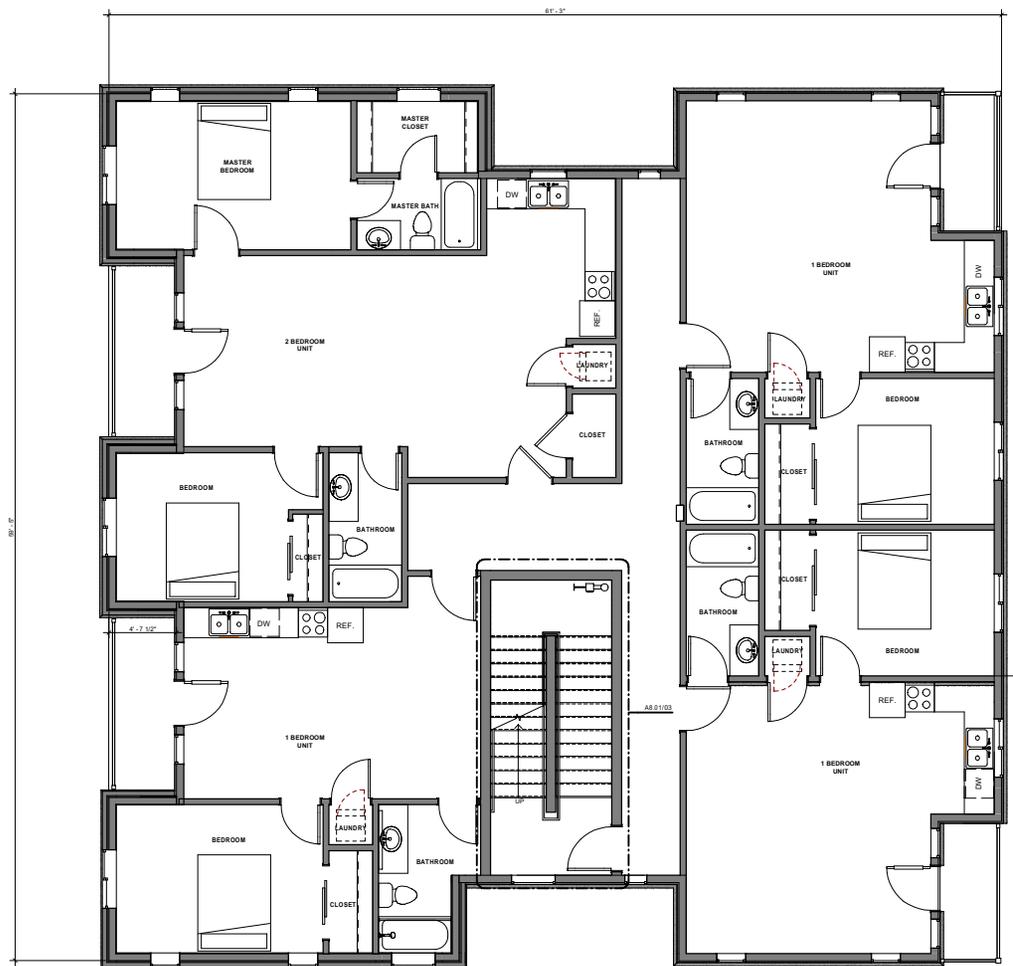
REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING C -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.05

Building B



01 SECOND LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 800 WEST
DURHAM, UT 84305

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

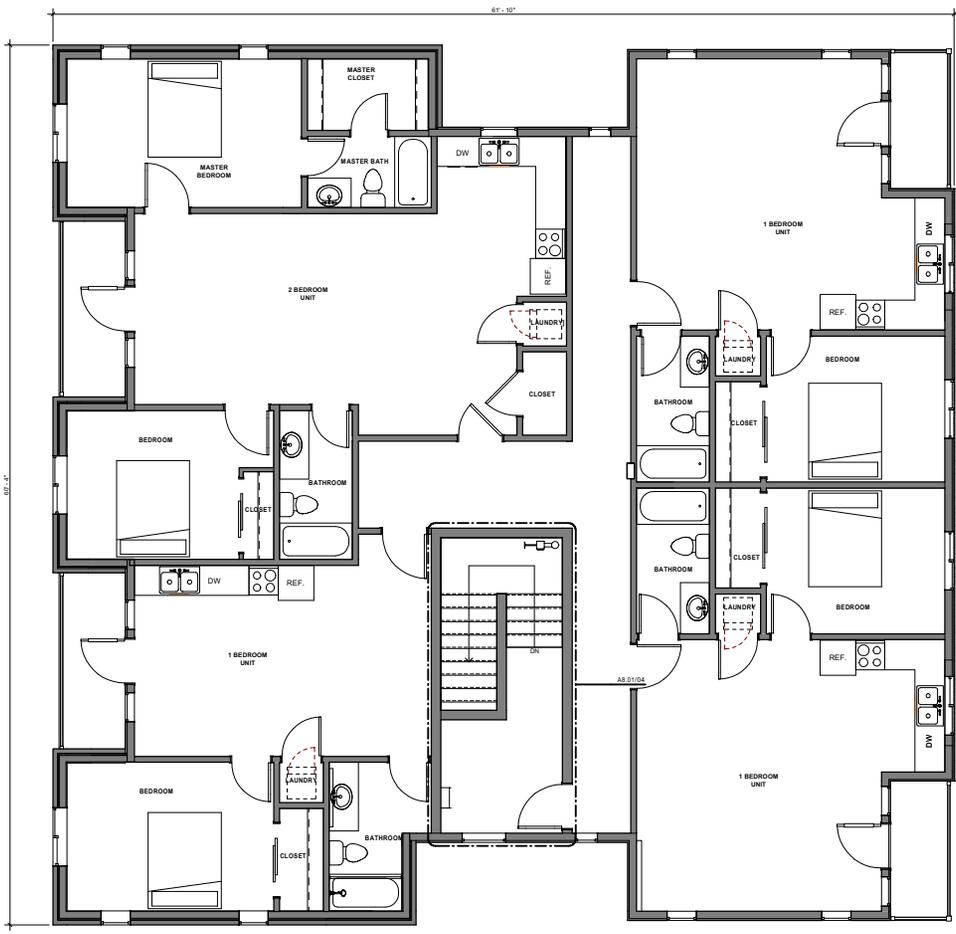
REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING C -
OVERALL
PLANS**
SHEET NO.

A2.06

Building B



01 THIRD LEVEL
1/4" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 500 WEST
DURANGO, UT 84005

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING C -
OVERALL
FLOOR PLANS**
SHEET NO.

A2.07

Building D

Building E



ARCHITECT
JSF LLC
2148 SOUTH 88 WEST
DURHAM, UT 84075

2ND & MAIN
DEVELOPMENT
220 NORTH MAIN STREET
BOUNTIFUL, UT

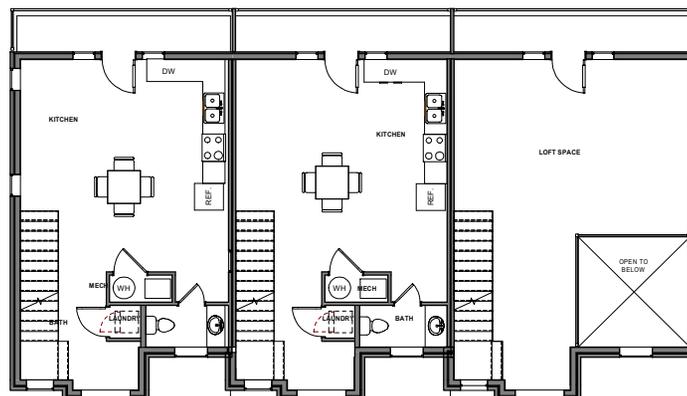
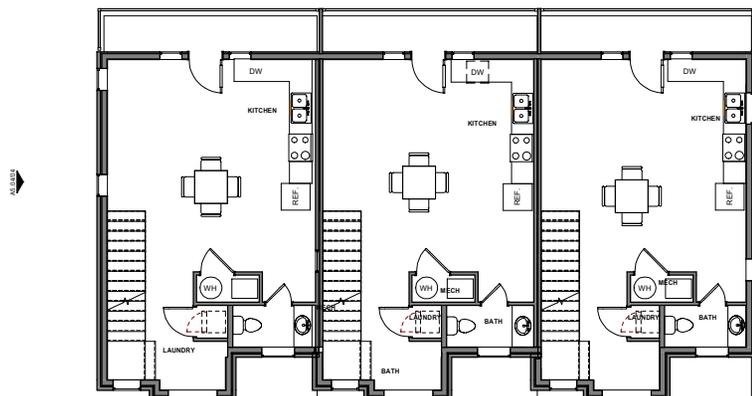
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REVISION
NO. DESCRIPTION DATE

DATE
11/17/2020
ISSUE

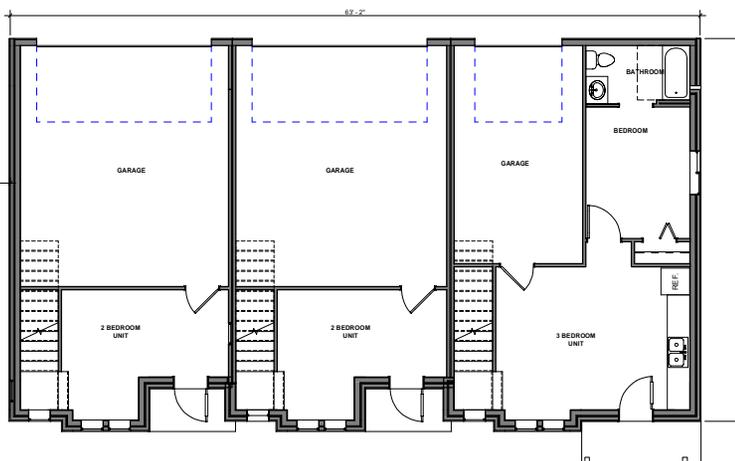
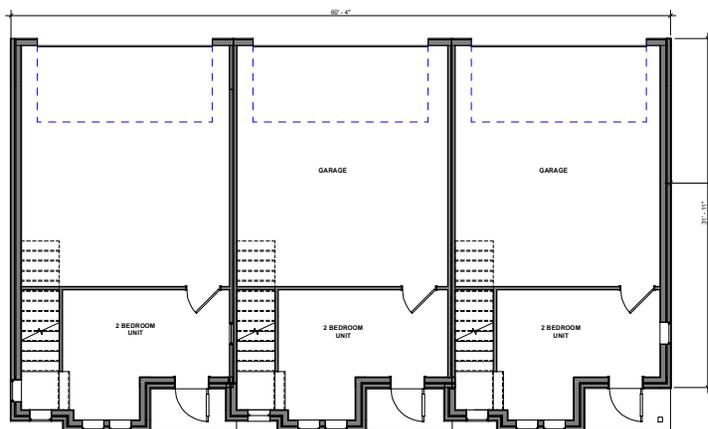
SHEET TITLE
BUILDINGS D &
E OVERALL
FLOOR PLANS
SHEET NO.

A2.08



02 BUILDINGS D & E - SECOND LEVEL
3/16" = 1'-0"

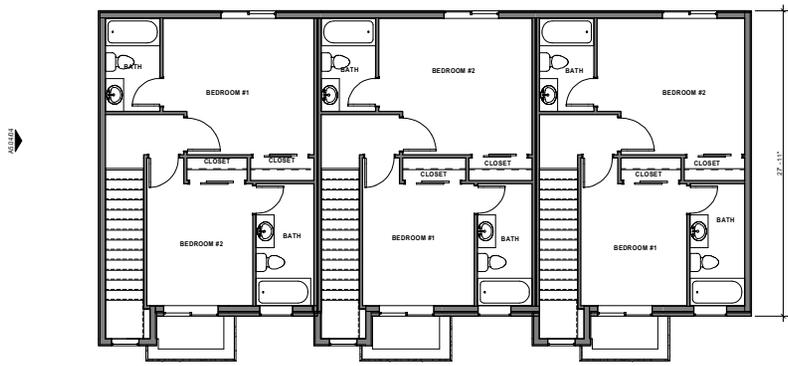
AS/WD1



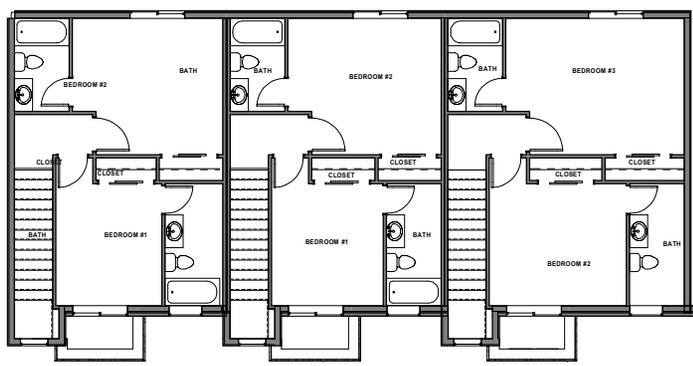
01 BUILDINGS D & E - MAIN LEVEL
3/16" = 1'-0"

Building D

Building E



AS 0400



AS 0401

01 BUILDING E & D - THIRD LEVEL
3/16" = 1'-0"



ARCHITECT
JSF LLC
2146 SOUTH 500 WEST
DURANGO, UT 84005

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
10/13/2020
ISSUE

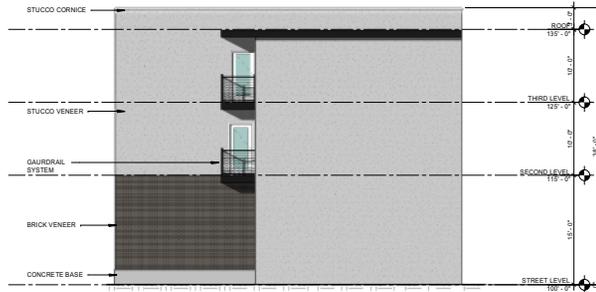
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SHEET NO.

A2.09

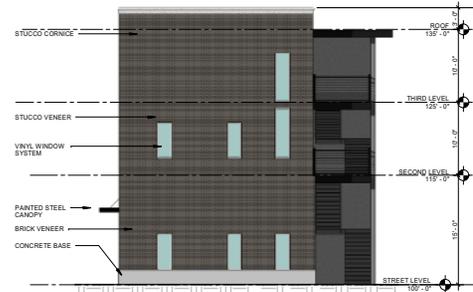
Building A



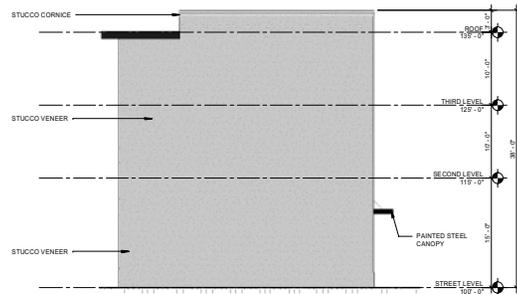
05 PERSPECTIVE VIEW



04 EAST ELEVATION
1/8" = 1'-0"



03 SOUTH ELEVATION
1/8" = 1'-0"



02 NORTH ELEVATION
1/8" = 1'-0"



01 WEST ELEVATION
1/8" = 1'-0"



ARCHITECT
JSF LLC
2140 SOUTH 500 WEST
SRYAHOUSE, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING A -
EXTERIOR
ELEVATIONS**

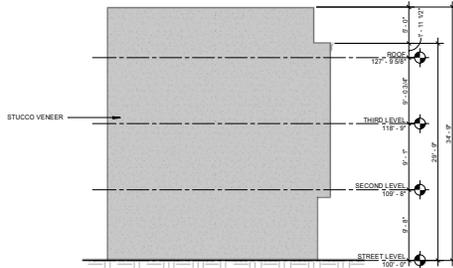
SHEET NO.
A5.01

Building C

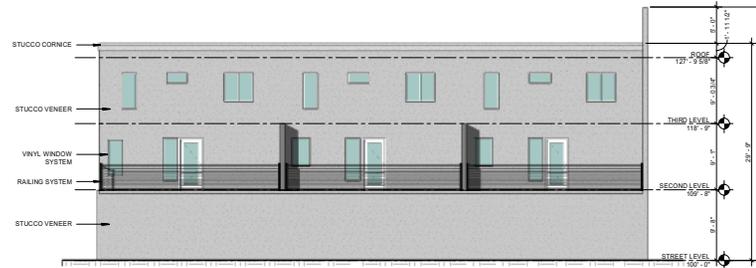


05 PERSPECTIVE VIEW

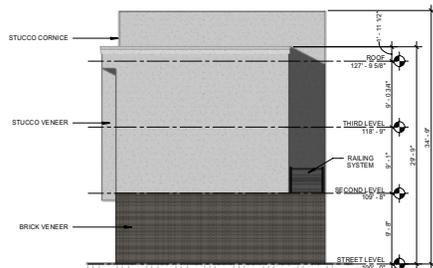
ELEVATION GENERAL NOTES	
1.	REFER TO ELECTRICAL PLANS FOR EXTERIOR LIGHTING LOCATIONS
2.	3/8" SLOPE EXTERIOR FINISH GRADE AWAY FROM PERIMETER OF BUILDING FOR PROPER DRAINAGE, TYP.
3.	REFER TO SHEETS AS-18 FOR DOOR AND WINDOW SCHEDULES AND CONSIDERATIONS
4.	REFER TO MECHANICAL DRAWINGS FOR GAS METER LOCATIONS AND CONSIDERATIONS
5.	REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL METER LOCATIONS AND CONSIDERATIONS
6.	ALL EXTERIOR RAILINGS TO BE 42" HIGH BALLASTERS @ 4 O.C. PER CODE, REFER TO DETAIL 01A7.03
7.	ALL BALCONY SOFFITS TO BE ALUM SOFFIT MATERIAL
8.	REFER TO WALL SECTION FOR WINDOW FINISH OPENING DIMENSIONS
→ ARROW INDICATES OPERABLE PANEL OF SLIDING WINDOW AND DOOR. COORDINATE OPERABLE PANELS WITH MECHANICAL EQUIPMENT	
ELEVATION FINISH MATERIALS	
	CORRUGATED METAL (26 GAUGE) STYLE: T2 PANEL COLOR: GALVALUME MANUFACTURER: MSCI
	STUCCO - LAHABRA COLOR: A4T5 WE20 PRODUCT: FERMA FLEX TEXTURE: SMOOTH/LIGHT BASE COLOR TO BE APPROVED BY ARCHITECT
	STUCCO - LAHABRA COLOR: A18 SILVER GRAY PRODUCT: FERMA FLEX TEXTURE: SMOOTH/LIGHT BASE COLOR TO BE APPROVED BY ARCHITECT
	HORIZONTAL CEMENT BOARD SIDING SIZE: 3"x7" COLOR: SHERWIN WILLIAMS - NEEDLEPOINT NAVY (SW520) TEXTURE: SMOOTH MANUFACTURER: JAMES HARDIE OR EQUAL
	ALUMINUM STOREFRONT SYSTEM ALUMINUM MULLIONS COLOR: ANODIZED ALUM. MANUFACTURER: MANKO OR EQUAL
	GLAZING (GL-01) MANUFACTURER: NBI GLASS TYPE: 1" O.A. CLEAR LOW E 8MM 6227 LOW E
	BALCONY SOFFIT/FASCIA MANUFACTURER: FIRESTONE - UC-001 FINISH: KYNAR 500 / HYLAR 500 FLUOROCARBON STEEL COLOR: TO BE APPROVED BY ARCHITECT STYLE: FLUSH ALUMINUM PANELS
	RAILINGS MATERIAL: STEEL (SEE DETAIL 01A7.03) MANUFACTURER: EN CUSTOM RAILINGS COLOR: SILVER TEXT



04 WEST ELEVATION
1/8" = 1'-0"



03 NORTH ELEVATION
1/8" = 1'-0"



02 EAST ELEVATION
1/8" = 1'-0"



01 SOUTH ELEVATION
1/8" = 1'-0"



ARCHITECT
JSF LLC
2148 SOUTH 500 WEST
SRYADUSE, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

REVISION NO. DESCRIPTION DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**BUILDING B -
EXTERIOR
ELEVATIONS**

SHEET NO.
A5.02

Building B



05 PERSPECTIVE VIEW



04 SW BUILDING - NORTH ELEVATION
1/8" = 1'-0"



03 SW BUILDING - EAST ELEVATION
1/8" = 1'-0"



02 SW BUILDING - SOUTH ELEVATION
1/8" = 1'-0"



01 SW BUILDING - WEST ELEVATION
1/8" = 1'-0"



ARCHITECT
JSF LLC
2142 SOUTH 200 WEST
DURHAM, UT 84075

**2ND & MAIN
DEVELOPMENT**
220 NORTH MAIN STREET
BOUNTIFUL, UT

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

SHEET TITLE
**EXTERIOR
ELEVATIONS
SW BUILDING**
SHEET NO.

A5.03

REVISION NO.	DESCRIPTION	DATE

DATE
11/17/2020
ISSUE

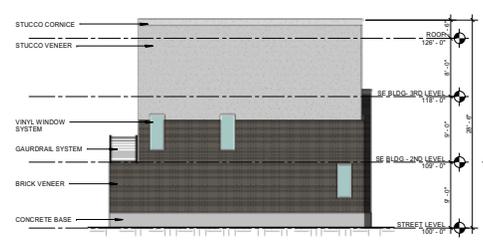
SHEET TITLE
EXTERIOR ELEVATIONS SE BUILDING
SHEET NO.

A5.04

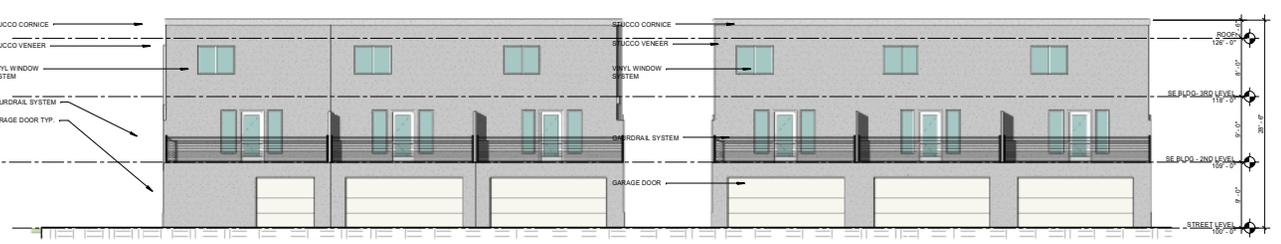
Buildings D and E



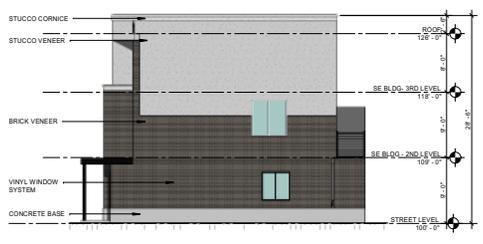
05 PERSPECTIVE VIEW



04 SE BUILDING - WEST ELEVATION
1/8" = 1'-0"



03 SE BUILDING - NORTH ELEVATION
1/8" = 1'-0"



02 SE BUILDING - EAST ELEVATION
1/8" = 1'-0"



01 SE BUILDING - SOUTH ELEVATION
1/8" = 1'-0"

MEMORANDUM

To: Bountiful City
From: Jason Watson, PE, PTOE
FOCUS Engineering & Surveying, LLC
File: 200 North & Main Street
Date: **UPDATED** October 27, 2020

Reference: 200 North and Main Street Development Parking Generation Statement

INTRODUCTION

FOCUS Engineering and Surveying, LLC (FOCUS) has been retained to complete a Parking Generation Statement for the addition of a new Commercial/Retail and Residential Development located on the northeast corner of 200 North and Main Street in Bountiful, Utah. The purpose of this Parking Generation Statement is to project the number of parking stalls that will be needed on the proposed site with the planned land uses. This Statement will also compare the parking demand percentages between the residential land uses and the commercial/retail land uses. This will help determine the peak time periods for parking on site and how the parking stalls can be shared between the two land uses.

The proposed development will access onto 200 North. The site currently consists of existing commercial/retail units and residential units. Exhibit 1 illustrates the vicinity map of the proposed project site.

Exhibit 1 – Project Vicinity Map



EXISTING CONDITIONS

Surrounding Land Uses and Roadways

This Mixed-Use Development is bordered to the north and west by the Bountiful IHC Health Clinic, 200 North to the south, and Main Street to the east. The proposed site for the new Mixed-Use Development currently consists of an existing commercial/retail building and residential units.

SR-106 (400 North) is a major roadway that connects to Interstate 15 and is located to the north of the proposed development.

Roadways

Main Street: currently consists of one lane in each direction with on-street parking, curb and gutter. Currently along Main Street there is no two-way left turn lane for vehicles to access the many development along this roadway. There is a major bus route that runs along Main Street and provides access into Salt Lake and connection to Light Rail. The posted speed limit is 25 mph.

200 North: currently consists of one lane in each direction and runs east and west along the south frontage of the proposed development. On-street parking is allowed along 200 North although there are no marked parking stalls. There are no pavement markings along 200 North to delineate the travel lanes. The posted speed limit is 25 mph.

PROPOSED SITE CONDITIONS

The proposed Mixed-Use Development located on 200 North and Main Street will consist of 2,438 SF of Commercial/Retail units and nine (9) 1-bedroom units, ten (10) 2-bedroom units, and one (1) 3-bedroom unit. All traffic exiting and entering the proposed site will access to and from 200 North. The proposed site plan has been designed to provide 41 parking stalls represented in Exhibit 2 with the “red dot”. Refer to Exhibit 2 for the proposed site plan of this Mixed-Use Development. It should also be noted that parking along Main Street and 200 North is legal and there are painted parking stalls along Main Street, although these parking stalls are not counted toward the overall number of parking stalls provided for this site.

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

Exhibit 2 – 200 North & Main Street Site Plan



PARKING GENERATION

Using the *Institute of Transportation Engineer's (ITE) Parking Generation Manual 5th Edition*, the proposed number of parking stalls needed for this Mixed-Use Development were generated. Land Use Code 220 – Multifamily (Low-Rise) and Land Use Code 712 – Small Office Building were used to generate the number of parking stalls. The description of Land Use Code 220 – Multifamily (Low-Rise) states “multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with one or two levels (floors) of residence”. This proposed layout of this Mixed-Use Development will have one to two levels of residential units. The description of Land Use Code 712 – Small Office Building states, “A small office building typically houses a single tenant and is less than or equal to 5,000 gross square

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

feet in size.” The commercial/retail associated with this Mixed-Use Development will be a total of 2,438 SF. Within the Land Uses in the *Parking Generation Manual*, there are also different settings/locations depending on where the development is located. There are Urban/Suburban settings to Dense Multi-Use Urban settings. Depending if the development is located near rail transit or not, there are also different calculations. For purposes of this Mixed-Use Development, the General Urban/Suburban settings and not near rail transit were used. Refer to the appendix of this statement for the full description and parking generation research from the *ITE Parking Generation Manual*. Table 1 illustrates the number of parking stalls needed for this development using the average rates from the manual.

Table 1 – Parking Generation for Mixed-Use Development

ITE Land Use Code	Land Use Description	Size	Weekday Ave. Rate	Parking Stalls	Saturday Ave. Rate	Parking Stalls	Sunday Ave. Rate	Parking Stalls
220	Multifamily Units	20 DU	1.21	25	1.31	27	1.66	34
712	Small Office	2,438 SF	2.56	7	-	-	-	-

As can be seen in Table 1, the number of parking stalls needed for this Mixed-Use Development varies from a typical weekday (Monday – Friday) to a typical Saturday and Sunday. The proposed Mixed-Use Development will need 32 parking stalls during a typical weekday, 27 stalls on a typical Saturday and 34 stalls on a typical Sunday. These calculations are assuming full occupancy of both the Commercial/Retail and the Residential units. The proposed layout of the site plan as seen in Figure 2, shows that there is a total of 41 parking stalls planned for this development. This is more than the calculated number of stalls per the *ITE Parking Generation Manual* under the worst-case scenario, which would be on a Sunday with 34 parking stalls.

The *ITE Parking Generation Manual* also provides the “Percent of Weekday Peak Parking Demand” tables. These table provide an average percentage of the number of stalls that are used throughout the day based on that land use. These tables can be found in the appendix of this Statement. The peak demand for parking for a Commercial/Retail land use is typically between the 8:00am to 5:00pm hours. Where the peak demand for parking for a Multifamily Housing (Low-Rise) is between 6:00pm to 7:00am, which is opposite from the Commercial/Retail land use. This shows that many of the parking stalls within the proposed development can be shared between the two land uses, even

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

though there are sufficient stalls provided if they were on the same peak times. Table 2 illustrates the parking demand percentages and number of stalls needed for different times of the day based on the parking generation numbers from the *ITE Parking Generation Manual* listed in Table 1.

Table 2 – Weekday Parking Demand Percentages based on ITE

Hour Beginning	ITE Land use: 220: (%)	Parking Stalls	ITE Land Use 712: (%)	Parking Stalls	Total Parking Stalls
12:00-4:00 a.m.	100%	25	0%	0	25
5:00 a.m.	97%	24	0%	0	24
6:00 a.m.	90%	23	0%	0	23
7:00 a.m.	77%	19	0%	0	19
8:00 a.m.	56%	14	27%	2	16
9:00 a.m.	45%	11	69%	5	16
10:00 a.m.	40%	10	88%	6	16
11:00 a.m.	37%	9	100%	7	16
12:00 p.m.	36%	9	81%	6	15
1:00 p.m.	36%	9	81%	6	15
2:00 p.m.	37%	9	84%	6	15
3:00 p.m.	43%	11	86%	6	17
4:00 p.m.	45%	11	92%	6	17
5:00 p.m.	55%	14	85%	6	20
6:00 p.m.	66%	17	4%	0	17
7:00 p.m.	73%	18	0%	0	18
8:00 p.m.	77%	19	0%	0	19
9:00 p.m.	86%	22	0%	0	22
10:00 p.m.	92%	23	0%	0	23
11:00 p.m.	97%	24	0%	0	24

The Bountiful City Land Use Ordinances, Chapter 18 Off-Street Parking Ord. 2018-13, section 14-18-107 provides the required parking spaces within the City for various land uses. Multiple Family Dwellings is broken out as follows:

- 1 bedroom requires 1.5 spaces per unit and 0.25 visitor spaces per unit.
- 2 bedrooms requires 2.0 spaces per unit and 0.25 visitor spaces per unit.

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

- 3 or more bedrooms requires 2.5 spaces per unit and 0.25 spaces per unit.
- Offices not Providing Customer Services of Sales on Premises one (1) parking space for each 300 square feet of floor area.

Using these numbers from the City's ordinances, the number of parking stalls required for nine (9) 1-bedroom units, ten (10) 2-bedroom units and one (1) 3-bedroom unit would be 41 parking stalls. The number of parking stalls required for the 2,438 Commercial/Retail space would be 9 parking stalls. When using the "Percent of Weekday Peak Parking Demand" tables from the *ITE Parking Generations Manuals*, the number of parking stalls that would be needed per hour based on the City Land Use Ordinance for parking is illustrated in Table 3. It provides the percentages for each land use at every hour of the day. ITE Land Use 220 being the residential units and Land Use 712 being the commercial/retail units. The parking stall demand totals were calculated with the 41 residential parking stalls and the 9 commercial parking stalls previously calculated based off of the Bountiful City Land Use Ordinances. The peak demand for parking for a multifamily residential land use is between the hours of 6:00pm to 7:00am, where the peak demand for commercial/retail is between the hours of 8:00am to 5:00pm. The calculated totals for each of the land uses percentages (shown in Table 3) do not exceed 41 at any point of the peak demand times. These calculations were also done with (1) parking space for each 200 square feet of floor area and came to the same conclusions. The amount of commercial parking stalls would have been increased to 13. Using the same percentages as found in Table 3, the total demand of each land use still would not exceed 41 parking stalls.

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

Table 3 – Weekday Parking Demand Percentages

Hour Beginning	ITE Land use: 220: (%)	Parking Stalls	ITE Land Use 712: (%)	Parking Stalls	Total Parking Stalls
12:00-4:00 a.m.	100%	41	0%	0	41
5:00 a.m.	97%	40	0%	0	40
6:00 a.m.	90%	37	0%	0	37
7:00 a.m.	77%	32	0%	0	32
8:00 a.m.	56%	23	27%	2	25
9:00 a.m.	45%	18	69%	6	24
10:00 a.m.	40%	16	88%	8	24
11:00 a.m.	37%	15	100%	9	24
12:00 p.m.	36%	15	81%	7	22
1:00 p.m.	36%	15	81%	7	22
2:00 p.m.	37%	15	84%	8	23
3:00 p.m.	43%	18	86%	8	26
4:00 p.m.	45%	18	92%	8	26
5:00 p.m.	55%	23	85%	8	31
6:00 p.m.	66%	27	4%	0	27
7:00 p.m.	73%	30	0%	0	30
8:00 p.m.	77%	32	0%	0	32
9:00 p.m.	86%	35	0%	0	35
10:00 p.m.	92%	38	0%	0	38
11:00 p.m.	97%	40	0%	0	40

CONCLUSION

Based on the provided site plan, the Mixed-Use Development will consist of 20 multifamily residential units and 2,438 SF of Commercial/Retail space. The proposed layout of the development will provide for 41 parking stalls on site. Using the *ITE Parking Generation Manual*, the calculated number of parking stalls for these land uses will range from 32 parking stalls during a typical weekday, 27 stalls on a typical Saturday and 34 stalls on a typical Sunday. The proposed site plan will provide more parking stalls than are recommended by the *ITE Parking Generation Manual*. These calculated numbers are assuming both land uses, multifamily and commercial/retail, are using 100% of the recommended number of parking stalls at the same time.

Reference: 200 North & Main Street Parking Generation Statement – UPDATE 10/28/2020

As can be seen in the *Percent of Peak Parking Demand Tables* from the *ITE Parking Generation Manual*, these two land uses will not overlap with their peak demands for parking on typical weekday. The peak demand for parking for a multifamily residential land use is between the hours of 6:00pm to 7:00am, where the peak demand for commercial/retail is between the hours of 8:00am to 5:00pm.

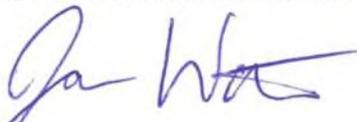
Using the Parking Generation calculations from the City Ordinances will require 50 parking stalls if both land uses are using 100% of their required stalls. Using the percentages from the *Peak Parking Demand Tables* from the *ITE Parking Generation Manual*, during a typical day, the highest number of parking stalls needed would be 41 stalls, which satisfies the 41 stalls provided by the site plan.

Therefore, it is concluded that the proposed site plan for the Mixed-Use Development on 200 North and Main Street in Bountiful will provide adequate number of parking stalls, 41, compared to the number of parking stalls calculated per the *ITE Parking Generation Manual* and also from the calculations using the City's Ordinances along with the *Peak Parking Demand Percentage Tables*.

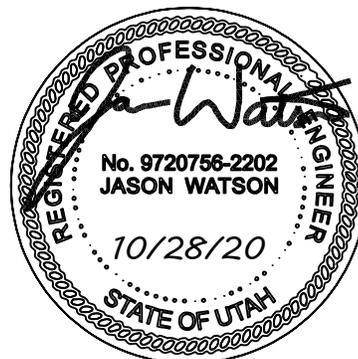
Please feel free to contact me with any questions or comments.

Sincerely,

FOCUS ENGINEERING & SURVEYING, LLC



Jason Watson, PE, PTOE
Transportation Department Manager
801.352.0075
jwatson@focusutah.com



Land Use: 220 Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with one or two levels (floors) of residence. Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand (1) on a weekday (10 study sites) and a Saturday (11 study sites) in a general urban/suburban setting and (2) on a weekday (three study sites) and a Saturday (three study sites) in a dense multi-use urban setting.

Hour Beginning	Percent of Peak Parking Demand			
	General Urban/Suburban		Dense Multi-Use Urban	
	Weekday	Saturday	Weekday	Saturday
12:00–4:00 a.m.	100	93	86	100
5:00 a.m.	97	100	100	94
6:00 a.m.	90	98	94	91
7:00 a.m.	77	96	81	85
8:00 a.m.	56	92	58	79
9:00 a.m.	45	80	56	76
10:00 a.m.	40	78	53	71
11:00 a.m.	37	71	58	74
12:00 p.m.	36	68	56	68
1:00 p.m.	36	66	53	68
2:00 p.m.	37	65	47	68
3:00 p.m.	43	68	56	56
4:00 p.m.	45	70	53	59
5:00 p.m.	55	73	61	53
6:00 p.m.	66	77	81	50
7:00 p.m.	73	81	67	56
8:00 p.m.	77	82	61	65
9:00 p.m.	86	86	64	74
10:00 p.m.	92	87	75	85
11:00 p.m.	97	92	86	91

Multifamily Housing (Low-Rise) (220)

Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban (no nearby rail transit)

Peak Period of Parking Demand: 11:00 p.m. - 6:00 a.m.

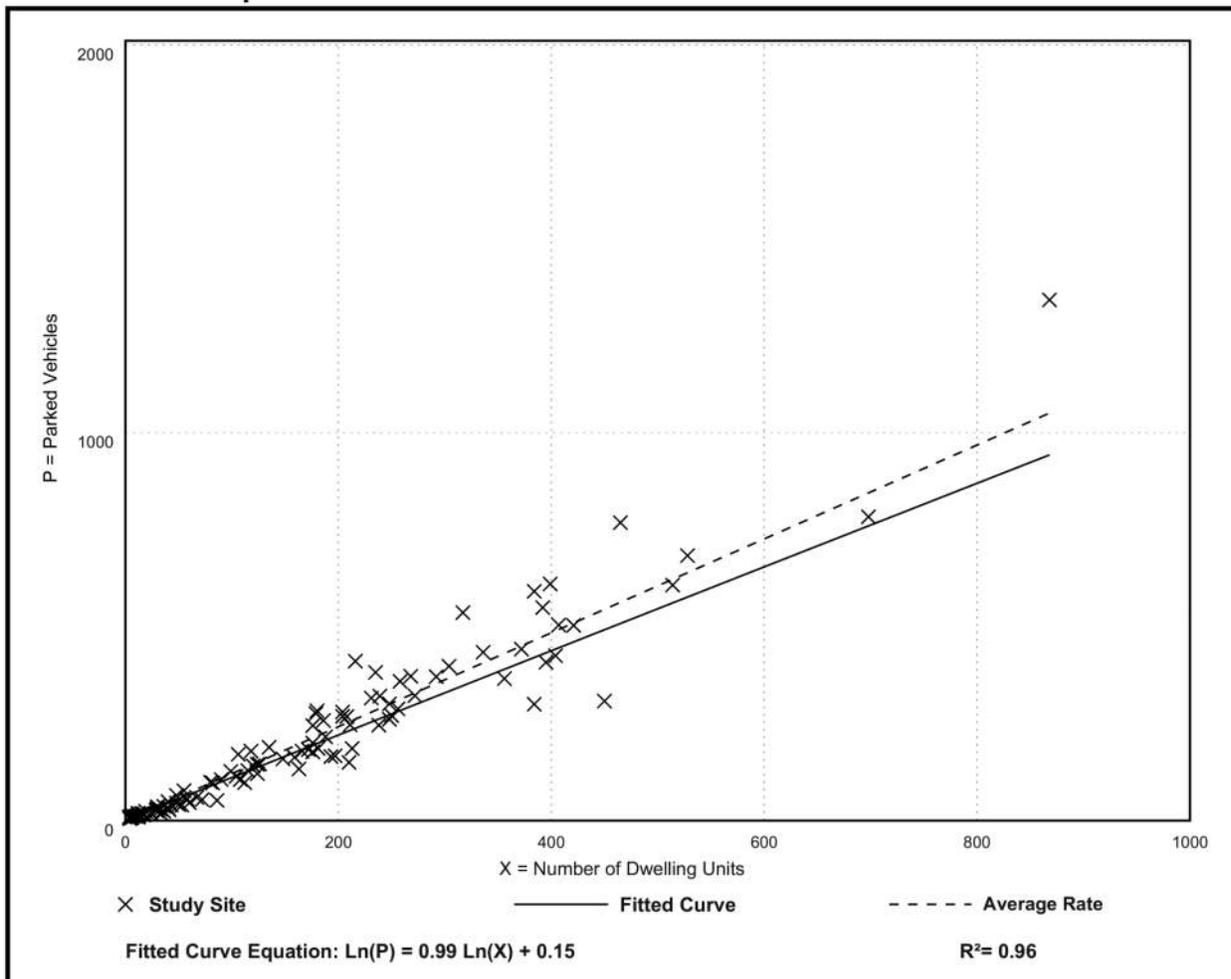
Number of Studies: 119

Avg. Num. of Dwelling Units: 156

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.21	0.58 - 2.50	1.03 / 1.52	1.16 - 1.26	0.27 (22%)

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

Peak Period Parking Demand vs: Dwelling Units

On a: **Saturday**

Setting/Location: **General Urban/Suburban (no nearby rail transit)**

Peak Period of Parking Demand: 11:00 p.m. - 7:00 a.m.

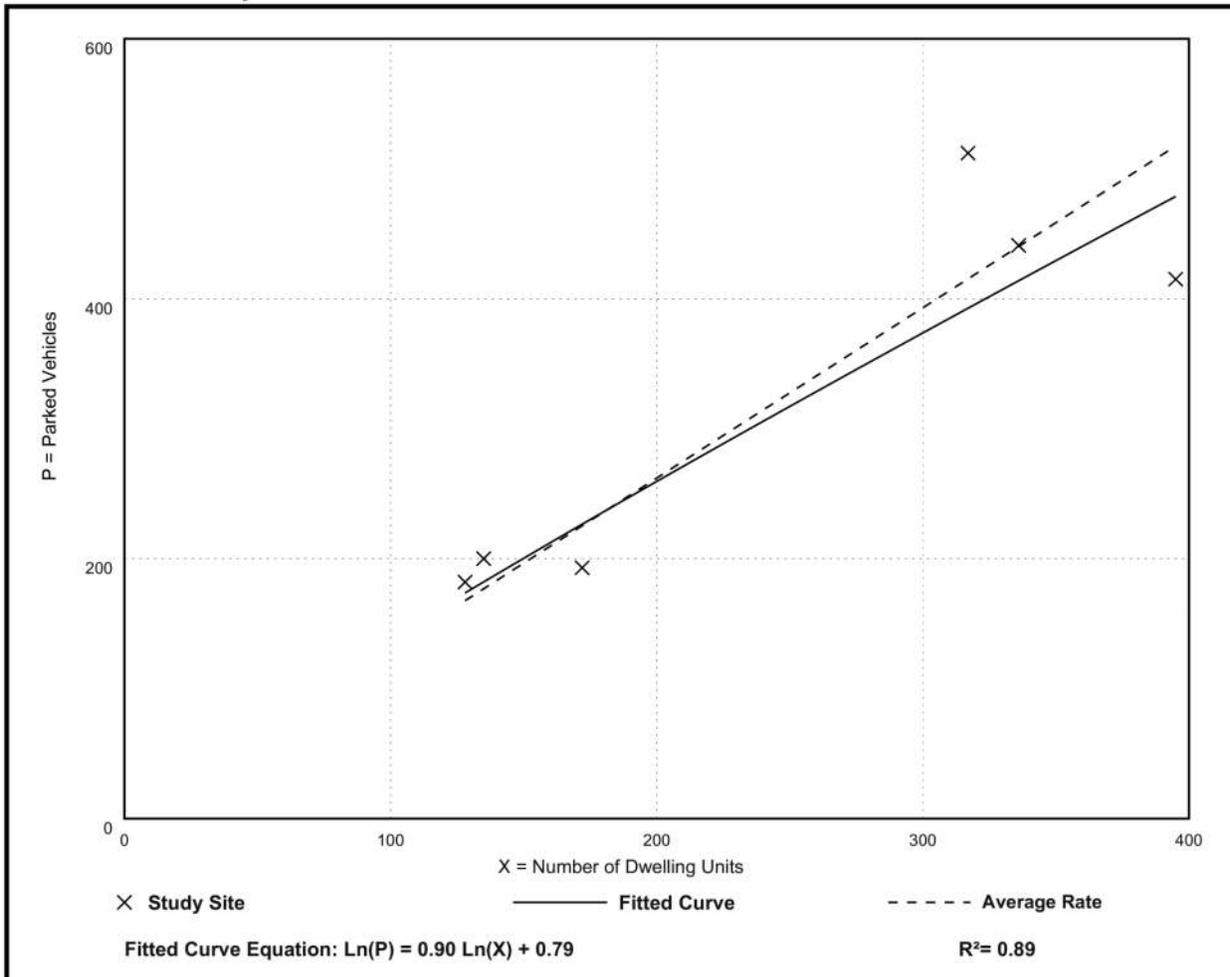
Number of Studies: 6

Avg. Num. of Dwelling Units: 247

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	1.05 - 1.62	1.18 / 1.61	***	0.23 (18%)

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

Peak Period Parking Demand vs: Dwelling Units

On a: **Sunday**

Setting/Location: **General Urban/Suburban (no nearby rail transit)**

Peak Period of Parking Demand: 11:00 p.m. - 7:00 a.m.

Number of Studies: 1

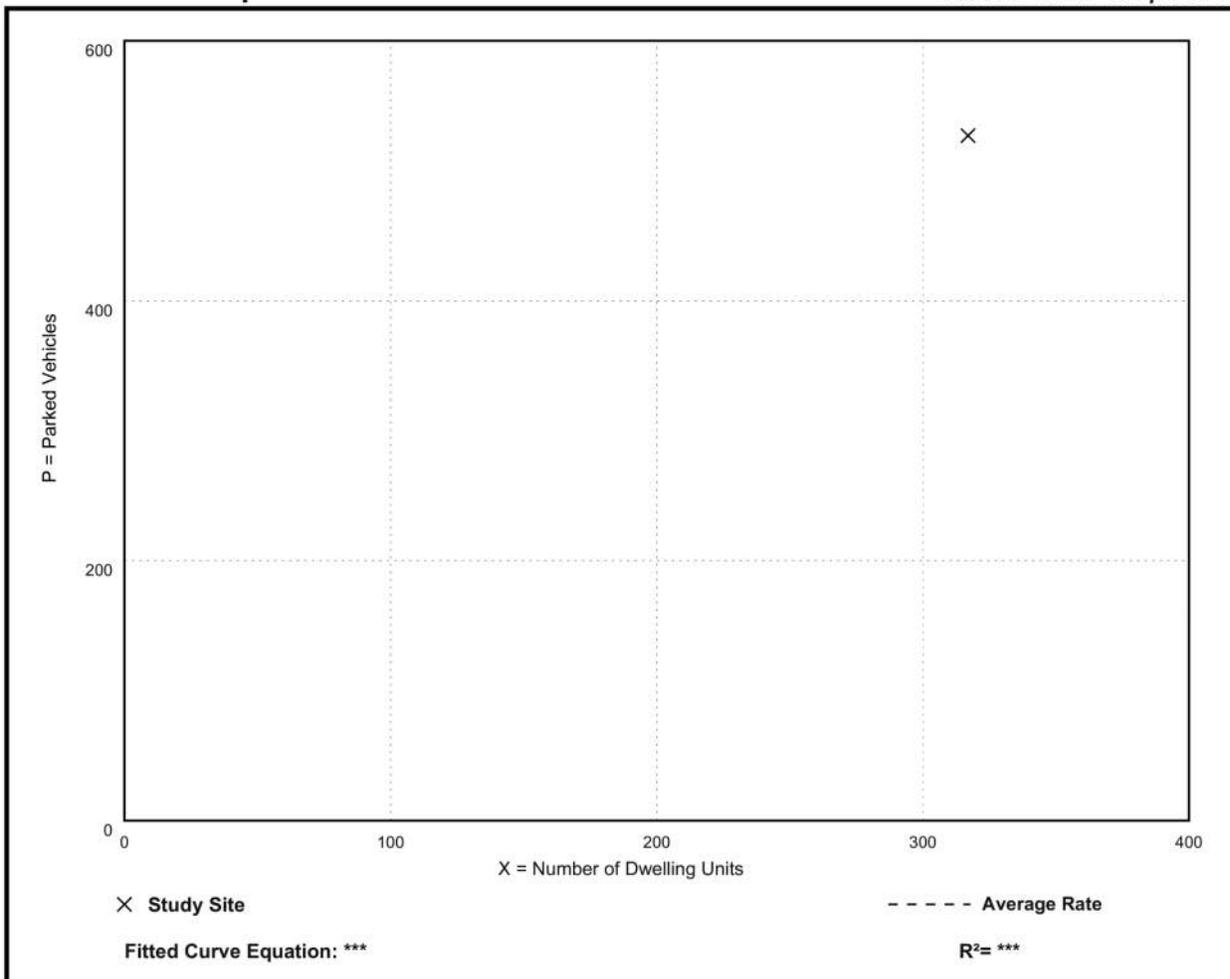
Avg. Num. of Dwelling Units: 317

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.66	1.66 - 1.66	*** / ***	***	*** (***)

Data Plot and Equation

Caution – Small Sample Size



Land Use: 712 Small Office Building

Description

A small office building typically houses a single tenant and is less than or equal to 5,000 gross square feet in size. It is a location where affairs of a business, commercial or industrial organization, or professional person or firm are conducted. General office building (Land Use 710) is a related use.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday at 16 study sites in a general urban/suburban setting and one study site in a dense multi-use urban setting.

Hour Beginning	Percent of Weekday Peak Parking Demand	
	General Urban/Suburban	Dense Multi-Use Urban
12:00–4:00 a.m.	–	–
5:00 a.m.	–	–
6:00 a.m.	–	–
7:00 a.m.	0	8
8:00 a.m.	27	17
9:00 a.m.	69	17
10:00 a.m.	88	75
11:00 a.m.	100	67
12:00 p.m.	81	75
1:00 p.m.	81	75
2:00 p.m.	84	92
3:00 p.m.	86	100
4:00 p.m.	92	67
5:00 p.m.	85	83
6:00 p.m.	4	50
7:00 p.m.	0	0
8:00 p.m.	–	–
9:00 p.m.	–	–
10:00 p.m.	–	–
11:00 p.m.	–	–

Small Office Building (712)

Peak Period Parking Demand vs: 1000 Sq. Ft. GFA

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban

Peak Period of Parking Demand: 10:00 a.m. - 5:00 p.m.

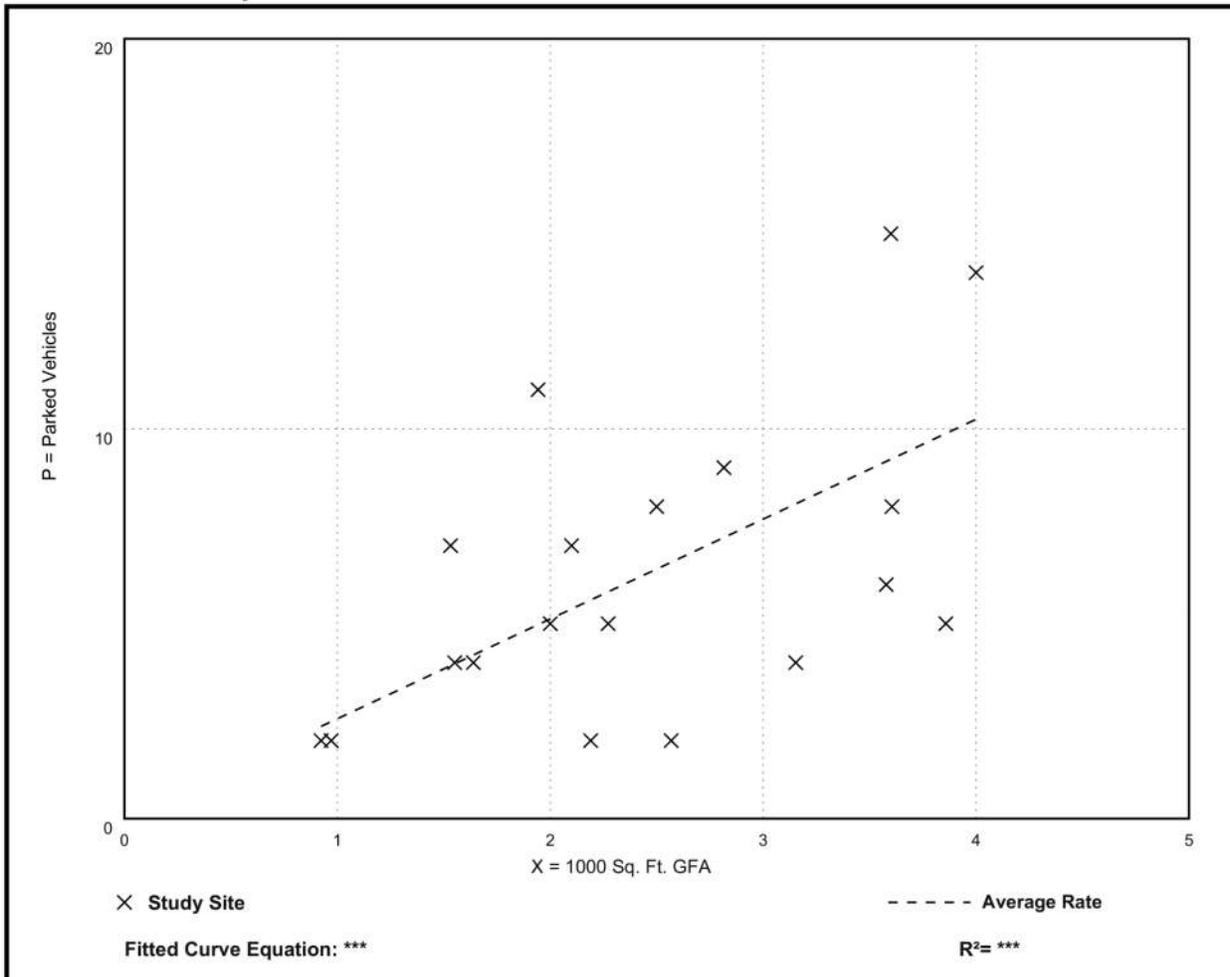
Number of Studies: 19

Avg. 1000 Sq. Ft. GFA: 2.5

Peak Period Parking Demand per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
2.56	0.78 - 5.66	2.12 / 4.17	***	1.26 (49%)

Data Plot and Equation



City Council Staff Report



Subject: 2020 Moderate Income Housing Plan Report
Author: Francisco Astorga, AICP, Planning Director
Date: December 8, 2020

Background

The Bountiful City Planning & Economic Development Department requests that the City Council review the 2020 Moderate Income Housing Report in order to comply with the requirements of [2019 Utah State Senate Bill \(SB\) 34, Affordable Housing Modification](#). Utah Municipal Land Use, Development, and Management Act (LUDMA) § 10-9a-408 states that the City Council is to review the moderate-income housing plan and implementation; prepare a report on the findings (attachment 1); and post the report on the city's website.

Analysis

Descriptions of how the City has implemented the adopted housing strategies listed below, are provided on pages 2-3 of the 2020 Moderate Income Housing Report (attachment 1).

- Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
- Allow for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment center;
- Encourage higher density or moderate-income residential development near major transit investment corridors
- Preserve existing moderate-income housing

Department Review

The 2020 Moderate Income Housing Report was prepared by the Planning Director and reviewed by the City Manager.

Significant Impacts

Bountiful continues to construct a high percentage of multifamily residential development relative to the total number of new units constructed. In 2019 and 2020 (as to the date of this report) a total of 113 new residential units were permitted and under construction, including 45 single family residential units (including duplexes) and 68 multi-family units. Multi-family units constituted sixty percent (60%) of the total units permitted and under construction in Bountiful in 2019 – 2020. These numbers do not include the 26 accessory dwelling units administratively approved by the City during the same period.

Recommendation

Staff requests that the City Council review the 2020 Moderate Income Housing Report. No action is required.

Attachments

1. 2020 Moderate Income Housing Report
2. [2019 Moderate Income Housing Plan Update](#) (weblink only) including:
 - Proposed Ordinance with Proposed MIH Planning Strategies (Update)
 - 2000 Moderate Income Housing Plan
 - 2018 Biennial Moderate Income Housing Report
 - Bountiful Demographics & 5 Year Projections
 - UTA South Davis County System Map (August 2019)



BOUNTIFUL CITY

**2020 MODERATE INCOME HOUSING
REPORT**

December 1, 2020

**150 North Main Street, Suite 103
Bountiful, Utah 84010**

Mayor Randy Lewis
rlewis@bountiful.gov

Prepared by:
Francisco Astorga, AICP
Planning and Economic Development Director
fastorga@bountiful.gov
(801) 298-6192

Background

Utah Code Section 10-9a-408 requires that the legislative body of each municipality annually prepare a report which reviews the moderate-income housing plan element of the municipality's general plan and its implementation. This report has been created to fulfill this requirement.

The current Moderate-Income Housing Plan was adopted in September of 2000 with an update in 2007 and another one in 2019. The Bountiful City Planning and Economic Development Department anticipates an update of the General Plan taking place in the near future as grant applications are being submitted at this time to fund this future update. The update would include the moderate-income housing element of the plan.

State law requires the moderate-income housing report to include the following:

- a) a revised estimate of the need for moderate income housing in the municipality for the next five years;
- b) a description of progress made within the municipality to provide moderate income housing, demonstrated by analyzing and publishing data on the number of housing units in the municipality that are at or below:
 - i. 80% of the adjusted median family income;
 - ii. 50% of the adjusted median family income; and
 - iii. 30% of the adjusted median family income;
- c) a description of any efforts made by the municipality to utilize a moderate income housing set-aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency; and
- d) a description of how the municipality has implemented any of the recommendations related to moderate income housing described in the state code.

The goals of the moderate-income housing Plan adopted in 2000 continue to apply which include the following:

- a. Meet the needs of as many people as possible who desire to live in Bountiful.
- b. Allow all persons to benefit from and to fully participate in all aspects of neighborhood and community life.
- c. Preserve areas/neighborhoods where affordable housing already exists, in order to provide for low- and moderate-income housing to meet existing and anticipated future needs.
- d. Provide for a full range of housing choices, conveniently located in a suitable living environment, for all incomes, ages and family sizes.
- e. Encourage and maintain a positive neighborhood identity and image.
- f. Encourage neighborhood conservation by giving preference to the renovation and rehabilitation of existing dwelling units, particularly single family units, over the infill construction of new buildings.
- g. Maintain safe levels of traffic flow conducive to residential character.

- h. Encourage the development of vacant lots and the redevelopment of non-contributing buildings with structures of compatible design and character.
- i. Encourage the replacement of or adaptive reuse of vacant structures in multiple-family and mixed use zones.

Description of how the municipality has implemented any of the recommendations related to moderate income housing

The 2019 Moderate Income Housing Plan update included the adoption of the housing planning strategies listed below. The descriptions below each housing strategy describes how the City has implemented the adopted recommendations:

1. Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones

In 2018 the City lifted restrictions on accessory dwelling units (ADUs) allowing for additional opportunities for these affordable housing units throughout all single-family zones in the City. The purposes of the newly adopted standards were to:

- Allow opportunities for property owners to provide social or personal support for family members where independent living is desirable.
- Provide for affordable housing opportunities.
- Make housing units available to moderate income people who might otherwise have difficulty finding homes within the City.
- Provide opportunities for additional income to offset rising housing costs.
- Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle.
- Preserve the character of single-family neighborhoods by providing standards governing development of accessory dwelling units.

In 2020 the City further fine-tuned ADU standards by removing the maximum percentage as a standard and implemented appropriate parking for older structures that may not meet the current parking requirement when requesting an ADU. In 2019 the City approved a total of fourteen (14) ADUs and in 2020 (as of the date of this report) the City approved a total of twelve (12) ADUs.

The City feels confident with the current ADU policy and its current process, that was last amended November of 2020.

2. Allow for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment center; *and*

3. Encourage higher density or moderate-income residential development near major transit investment corridors

(Same description/update for housing strategy 2 and 3 above, as they are closely aligned).

The City currently allows higher residential density along commercial/mixed use zones, including near major transit investment corridors. Since 2016 the City has taken measures to increase allowed densities in the Downtown Mixed Use Zone (Main Street from 500 South to 400 North), which is also a transit investment corridor, by adopting increased building heights which allows for development of high density multi-family housing on properties where that previously would have not been possible. In 2018 the City further fine-tuned standards in this zone to preserve the mixed-use character of the commercial and residential uses in and adjacent to the Main Street downtown area as this zone designation does not have a maximum units per acre standard. Several mixed use and multi-family developments have continued to occur in this area in the 2019/2020 timeframe including a total of 25 multi-family residential units.

The City continues to plan for multi-family residential along the future South Davis Bus Rapid Transit corridor. Zone changes along this corridor have been approved allowing high density residential development and projects incorporating high density housing have recently received approval in these areas including 30 units within the Renaissance Town Center development. Also, along Main Street towards the north end of town, the City in 2020 approved a zone change from commercial development to multi-family residential allowing the construction of 34 residential units.

Based on current local market trends, the City feels confident with the current policy which allows and encourages higher density residential development in mixed-used zones, including areas near major transit investment corridors.

4. Preserve existing moderate-income housing

The City recognizes that a large portion of the moderate-income housing inventory in Bountiful consists of older homes built prior to current trends for larger homes. Over sixty five percent (65%) of single-family and duplex dwellings in Bountiful were constructed before 1980. Bountiful City Land Use Code allows flexibility in remodeling and upgrading single-family and duplex dwellings built prior to 1965 that do not currently meet setback requirements and/or that do not have a required attached two (2) car garage. The goal of this criteria was primarily the preservation of these existing, affordable housing areas. In 2018 the City also adopted changes to parking and driveway standards to help these older affordable units to respond to changes in automobile ownership in the past decades. The City also allows for legal non-conforming duplexes in single family zones as a permitted use, thus allowing the preservation, upgrading, and refinancing of these units.

Revised estimate of the need for moderate income housing in the municipality for the next five years

The Housing and Community Development Division of the Utah Department of Workforce Services (DWS) provided calculators as technical assistance to Utah’s local governments in estimating the projected moderate-income housing needs within the geographic jurisdiction over the five-year period, see sections 1-8 below, downloaded from <https://jobs.utah.gov/housing/affordable/moderate/reporting/>.

Section 1: Population by tenure in Bountiful city

Table B01003 Table B25008	2017 American Community Survey	2025 Projection
Total Population: (ACS Table B01003)	43,568	43,667
Total Population in occupied housing units (ACS Table B25008)	43,192	43,758
Total Population in owner-occupied housing (ACS Table B25008)	32,883	30,669
Total Population in renter-occupied housing (ACS Table B25008)	10,309	13,089

Source 1: U.S. Census Bureau. Table B01003: Total population. American Community Survey.

Source 2: U.S. Census Bureau. Table B25008: Total population in occupied housing units by tenure. American Community Survey.

Section 2: Supply of housing units by structure type in Bountiful

Table B25001 Table B25032	2017 American Community Survey	2025 Projection
TOTAL HOUSING UNITS (ACS Table B25001)	14,962	14,487
Total occupied units (ACS Table B25032)	14,326	13,895
Owner-occupied structures (ACS Table B25032)	10,542	9,550
1 unit, detached	9,308	8,471
1 unit, attached	639	563
2 units	132	200
3 or 4 units	170	219
5 to 9 units	109	9
10 to 19 units	80	8
20 to 49 units	19	-16
50 or more units	53	79
Mobile homes	32	74
Boat, RV, van, etc.	0	-57
Renter-occupied structures (ACS Table B25032)	3,784	4,345
1 unit, detached	870	1,283
1 unit, attached	375	526
2 units	457	743
3 or 4 units	806	598
5 to 9 units	347	-30
10 to 19 units	377	346
20 to 49 units	166	264
50 or more units	368	649
Mobile homes	18	-34
Boat, RV, van, etc.	0	0

Source 1: U.S. Census Bureau. Table B25001: Total housing units. American Community Survey.

Source 2: U.S. Census Bureau. Table B25032: Tenure by units in structure. American Community Survey.

Section 3: Housing occupancy in Bountiful city

Table B25003 Table B25081	2017 American Community Survey	2025 Projection
Total households in occupied housing units (ACS Table B25003)	14,326	13,895
Total households in owner-occupied housing (ACS Table B25003)	10,542	9,550
With a Mortgage (ACS Table B25081)	6,824	5,986
Without a Mortgage (ACS Table B25081)	3,718	3,564
Total households in renter-occupied housing (ACS Table B25003)	3,784	4,345

Source 1: U.S. Census Bureau. Table B25003: Tenure. American Community Survey.

Source 2: U.S. Census Bureau. Table B25081: Mortgage status. American Community Survey.

Section 4: Housing vacancy in Bountiful city

Table B25004	2017 American Community Survey	2025 Projection
Total vacant units (ACS Table B25004)	636	592
For rent (ACS Table B25004)	119	118
Rented, not occupied (ACS Table B25004)	22	-18
For sale only (ACS Table B25004)	158	257
Sold, not occupied (ACS Table B25004)	89	23
For seasonal, recreational, or occasional use (ACS Table B25004)	112	120
For migrant workers (ACS Table B25004)	0	0
Other vacant (ACS Table B25004)	136	92

Source 1: U.S. Census Bureau. Table B25003: Tenure. American Community Survey.

Section 5: Average household size in Bountiful

Table B25010	2017 American Community Survey	2025 Projection
Average Household Size (ACS Table B25010)	3.01	3.15
Average Owner Household Size (ACS Table B25010)	3.12	3.21
Average Renter Household Size (ACS Table B25010)	2.72	3.01

Source 1: U.S. Census Bureau. Table B25010: Average household size of occupied housing units by tenure. American Community Survey.

Section 6: Monthly housing costs in Bountiful city

Table B25088 Table B25064	2017 American Community Survey	2025 Projection
Total owner-occupied housing unit costs (ACS Table B25088)	\$1,221	\$1,269
Units with a mortgage (ACS Table B25088)	\$1,580	\$1,594
Units without a mortgage (ACS Table B25088)	\$431	\$511
Median gross rent (ACS Table B25064)	\$959	\$1,171

Source 1: U.S. Census Bureau. Table B25088: Median selected monthly owner costs (Dollars) by mortgage status. American Community Survey.

Source 2: U.S. Census Bureau. Table B25064: Median gross rent (Dollars). American Community Survey.

Section 7: Median household income in Bountiful city

Table B25119	2017 American Community Survey	2025 Projection
Median household income (ACS Table B25119)	\$69,611	\$68,523
Owner-occupied income (ACS Table B25119)	\$84,506	\$84,889
Renter-occupied income (ACS Table B25119)	\$44,545	\$53,609

Source 1: U.S. Census Bureau. Table B25119: Median household income that past 12 months by tenure. American Community Survey.

Section 8: Davis County Area Median Income (AMI)*

Table B19019 Table B19119	2017 American Community Survey	2025 Projection
Median HOUSEHOLD income(ACS Table B19019)	\$75,961	\$122,602
1-person household	\$36,438	\$36,934
2-person household	\$73,397	\$75,729
3-person household	\$82,974	\$94,657
4-person household	\$85,642	\$92,002
5-person household	\$92,481	\$99,838
6-person household	\$95,779	\$104,404
≥ 7-person household	\$97,103	\$93,143
Median FAMILY income (ACS Table B19119)	\$83,850	\$90,475
2-person family	\$74,157	\$78,382
3-person family	\$81,473	\$94,585
4-person family	\$85,332	\$88,859
5-person family	\$91,280	\$98,872
6-person family	\$96,175	\$104,125
≥ 7-person family	\$96,614	\$92,404

Source 1: U.S. Census Bureau. Table B19019: Median household income that past 12 months by household size. American Community Survey.

Source 2: U.S. Census Bureau. Table B19119: Median family income in the past 12 months by family size. American Community Survey.

*NOTE: AMI is calculated at the COUNTY level.

Description of progress made within the municipality to provide moderate income housing, demonstrated by analyzing and publishing data on the number of housing units in the municipality that are at or below 80%, 50%, and 30% of the adjusted median family income

The Utah Housing and Community Development Division of the Utah DWS provided calculators as technical assistance to Utah’s local governments in describing the progress made by each geographic jurisdiction as found below, downloaded from <https://jobs.utah.gov/housing/affordable/moderate/reporting/>.

Calculate the municipality's housing gap for the current year by entering the number of moderate-income renter households, affordable and available rental units from TABLE 1 below:

2020 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	2,380	3,600	2,340	1,220	-40
≤ 50% HAMFI	1,180	1,750	735	570	-445
≤ 30% HAMFI	580	535	270	-45	-310

Calculate the municipality's housing gap for the previous annual by entering the number of moderate-income renter households, affordable and available rental units from TABLE 2 below:

2016 Shortage	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	2,180	3,544	2,084	1,364	-96
≤ 50% HAMFI	1,265	1,665	760	400	-505
≤ 30% HAMFI	600	475	200	-125	-400

Subtract Table 2 from Table 1 to estimate progress in providing moderate-income housing

PROGRESS	Renter Households	Affordable Rental Units	Available Rental Units	Affordable Units - Renter Households	Available Units - Renter Households
≤ 80% HAMFI	200	56	256	-144	56
≤ 50% HAMFI	-85	85	-25	170	60
≤ 30% HAMFI	-20	60	70	80	90

HAMFI - HUD Area Median Family Income

Description of any efforts made by the municipality to utilize a moderate income housing set-aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency

The City does not currently have any municipally sponsored programs subsidizing affordable housing, but there are a number of state and federally subsidized units in Bountiful City. The City currently has a total of 17 units subsidized by the Olene Walker Housing Loan Fund and an additional 167 units subsidized by the Low Income Housing Tax Credit program. The City also currently has 87 units which receive Section 8 vouchers. Bountiful currently provides information to residents regarding the programs of the Utah Housing Corporation over the counter/phone but could provide better links to this information on the City website. The Redevelopment Area of Bountiful City does not include a housing set-aside because it was approved prior to this requirement being adopted into State law. The City has not waived development fees for Moderate Income Housing in the past but has provided assistance in the form of low interest loans to mixed use developments containing multifamily residential units.

Progress Made

Bountiful continues to construct a high percentage of multifamily residential development relative to the total number of new units constructed. In 2019 and 2020 (as to the date of this report) a total of 113 new residential units were permitted and under construction, including 45 single family residential units (including duplexes) and 68 multi-family units. Multi-family units constituted sixty percent (60%) of the total units permitted and under construction in Bountiful in 2019 – 2020. These numbers do not include the 26 accessory dwelling units administratively approved by the City during the same period.

Coordination with Neighboring Municipalities

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

Conclusion

With the recent construction of multifamily housing within the Historic Downtown as well as other areas near transit investment corridors including mixed use zones, the fine-tuning of accessory dwelling units standards, Bountiful has administered policies that continue to support the provision of moderate-income housing within the City. The City provides a high percentage of multi-family/affordable housing options for moderate income persons residing in or desiring to reside within the City.

City Council Staff Report

Subject: Public Notice of City Council's Meeting Schedule
Author: Gary Hill, City Manager
Date: 8 December 2020



Background

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

Analysis

The City Council can meet when it wants to. In the 1980s and 1990s it met every Wednesday. For the last 19 years or so it has met on the second and fourth Tuesdays, which can be changed at the Council's discretion.

The Public Notice given here announces that Bountiful City Council meetings “shall take place the second and fourth Tuesdays of each month.” However, it notes that there will be no meeting on Tuesday, November 23.

Department Review

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

Significant Impacts

There are no significant impacts from this action.

Recommendation

It is recommended that the City Council approve the 2021 Meeting Schedule to meet on the second and fourth Tuesdays of each month, with the exception of Tuesday, November 23.

Attachments

The Public Notice of Bountiful City Council Meetings in 2021.

PUBLIC NOTICE

Pursuant to UCA 52-4-202(2), the City of Bountiful hereby gives public notice of its annual meeting schedule for 2021. Regular meetings of the City Council shall take place the second and fourth Tuesdays of each month, unless otherwise advertised. City Council meetings shall be held at the Bountiful City Hall, unless otherwise advertised. The meetings will begin promptly at 7:00 p.m.

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

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

The Council will not meet on Tuesday, November 23.

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

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

Dated this 8th day of December, 2020.

Gary R. Hill
City Manager

City Council Staff Report

**Subject: Adoption of Resolution 2020-23 for
Acceptance of Industrial Pretreatment
Standards for The South Davis Sewer
District Within Bountiful City**

Author: Lloyd Cheney, City Engineer

Department: Engineering

Date: December 8, 2020



Background

The South Davis Sewer District provides collection and treatment services for the sanitary sewer system in Bountiful and other cities in south Davis County. As part of the Sewer District's most recent permit renewal process with the Utah Division of Water Quality, each City served by the District is required to adopt the District's Rules and Regulations for the Industrial Pretreatment Program.

Analysis

The Pretreatment Program is an important tool for regulating waste products to maintain the proper function of the District's treatment system. The program outlines the administrative program, permitting process, compliance monitoring and reporting requirements, and enforcement provisions. The program is generally focused on industrial or commercial sources which may contribute large volumes of waste, waste products which require a specialized treatment, or products which can only be treated in limited concentrations - but it can also apply to residential waste. With a small number of commercial and industrial sources, Bountiful sewage effluent is mostly residential sewage, and the adoption of the District's program should not affect current users. New customers are required to apply for service, giving the District the opportunity to review and regulate the new customer's waste product. The program also enables the District to regulate existing users who may alter the type or quantity of products introduced into the sewage system.

On the practical side of the program, the means and methods which the sewer district could require include: restrictions on discharge during periods of peak flow; diversions or relocations of discharges to specific sewer streams; storage and flow control; combustible gas detection meters; sampling manholes and grease/grit interceptor installations. These methodologies reduce the likelihood of a waste stream passing through the treatment plant without proper neutralization or the introduction of a type of waste which would adversely affect the treatment process.

Department Review

This report has been reviewed by the City Manager.

Significant Impacts

No impacts to the services currently provided are anticipated.

Recommendation

Staff recommends the City Council adopt Resolution 2020-23, approving Bountiful City's adoption of the Industrial Pretreatment Standards established in Resolution 123-2 of the South Davis Sewer District.

Attachments

- Resolution 2020-23 (prepared by the South Davis Sewer District)
- Resolution 123-2 Industrial Pretreatment Program adopted 6/25/2020 by South Davis Sewer District (58 pages) is available upon request.

BOUNTIFUL CITY

RESOLUTION NO. 2020-23

A RESOLUTION ESTABLISHING UNIFORM REQUIREMENTS FOR THE DISCHARGE OF EFFLUENTS INTO THE SANITARY SEWER SYSTEM OF THE SOUTH DAVIS SEWER DISTRICT, ESTABLISHING REGULATIONS REGARDING THE INTRODUCTION OF POLLUTANTS INTO THE WASTEWATER SYSTEM, PROVIDING FOR EFFLUENT MONITORING AND THE INSTALLATION AND MAINTENANCE OF PRETREATMENT FACILITIES WHERE NECESSARY, AND PROVIDING PENALTIES FOR VIOLATING THE PROVISIONS HEREOF BY ADOPTING BY REFERENCE SOUTH DAVIS SEWER DISTRICT RESOLUTION NO. 123-2, INDUSTRIAL PRETREATMENT PROGRAM - EFFLUENT REQUIREMENTS RULES AND REGULATIONS.

WHEREAS, Bountiful City is contained within the boundaries of the South Davis Sewer District (the “District”), which furnishes sanitary sewer collection and treatment services to the inhabitants of the City and to the public buildings and commercial and industrial enterprises located therein; and

WHEREAS, the District is subject to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 United State Code Section 1251 *et. seq.* and any subsequent amendments thereto, and the Water Quality Act found in Title 19, Chapter 5 of the Utah Code, and to rules promulgated thereunder; and to the requirements of one or more Utah Pollutant Discharge Elimination System (“UPDES”) Permits issued to the District from time to time by the Utah Division of Water Quality (the “Division”); and

WHEREAS, the United States Environmental Protection Agency (“EPA”) has issued a Required Pretreatment Streamlining Rule which contains required and optional provisions that are applicable to the District; and

WHEREAS, the Division requires each of the municipalities contained within the District’s boundaries and served by the District to adopt rules and regulations identical in all respects to the District’s Resolution No. 123-2, making violations of said rules and regulations Class B misdemeanors; and

WHEREAS, the City Council has determined that the public health, welfare, necessity and convenience require that a Resolution be adopted to adopt and approve and incorporate by reference the District’s Resolution No. 123-2 in all respects within the corporate boundaries of the City to prevent the introduction of pollutants into the sanitary sewer system which will interfere with the operation of the system; and

WHEREAS, the City Council has determined that the District, as the owner and operator of the sanitary sewer collection and treatment facilities which service users within the City, is the body most qualified to monitor, evaluate and determine whether users of the sanitary sewer system are complying with the provisions of this Resolution and to applicable State and Federal laws, rules and regulations.

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

1. That South Davis Sewer District Resolution No. 123-2, Industrial Pretreatment Program - Effluent Requirements Rules and Regulations, be and is incorporated by reference into this Resolution and that violations of said Rules and Regulations shall be punishable by the City as Class B misdemeanors.

2. That this Resolution has been placed on the agenda of an official meeting of the City Council and this action is taken by the City Council during that meeting in accordance with requirements of the Utah Open and Public Meetings Act.

3. That this Resolution shall take effect immediately upon its passage and adoption, and that no further notice thereof need be given.

Adopted by the City Council of Bountiful City, Davis County, Utah, this ____ day of December, 2020.

Randy C. Lewis, Mayor

Shawna Andrus, City Recorder

City Council Staff Report

Subject: Interlocal Agreement with Davis County for North Canyon

Author: Gary Hill

Department: Administration

Date: December 12, 2020



Background

North Canyon is identified in the Bountiful City Trails Master Plan (TMP) as a key connection point in the City's trail system. The TMP identifies the need for a single-track trail and trailhead/parking area to be installed at the end of Canyon Creek Drive.

The City recently purchased 2.5 acres at the end of the road for the trailhead. Davis County has agreed to reimburse \$500,000 of the project costs subject to terms and conditions set forth in an interlocal cooperation. Davis County approved the agreement (attached) on October 27, 2020, committing funds from the County Tourism Tax.

Analysis

Davis County has agreed will provide \$500,000 toward the trailhead and single-track trail project. The City will have the following obligations:

- The City completes the project within 18 months of the execution of the Agreement,
- The City contributes no less than \$250,000 towards the project,
- A single-track trail is constructed from the end of Canyon Creek Drive approximately one mile up-canyon to the Forest Service boundary, and
- The trailhead/parking area is graded and paved.

The total project cost is estimated at \$750,000.

Department Review

This Staff Report was completed by the City Manager, City Attorney, and City Recorder

Significant Impacts

None.

Recommendation

Staff recommends the Council adopt Resolution 2020-22 approving an interlocal cooperation project reimbursement agreement with Davis County.

Attachments

Resolution 2020-22

Interlocal Agreement



BOUNTIFUL

Bountiful City
Resolution No. 2020-22

MAYOR

Randy C. Lewis

CITY COUNCIL

Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris Simonsen

CITY MANAGER

Gary R. Hill

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN DAVIS COUNTY AND BOUNTIFUL CITY.

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

WHEREAS, Davis County has enacted an ordinance as authorized by statute to impose the Tourism Tax. The current ordinance is set forth in Article C, tourism, recreation, cultural and convention tax of Chapter 3.04.109A, Davis County Code; and

WHEREAS, Bountiful City (the “City”), on September 1, 2020, presented a request to the Davis County Commission at a work session for Tourism Fund participation for the development of the North Canyon Trail and Trailhead; and

WHEREAS, the City desires to commence and complete the Project in a manner consistent with the *Interlocal Cooperation Project Reimbursement Agreement* (hereinafter collectively “the Agreement”) attached hereto as Exhibit 1 and incorporated herein by this reference; and

NOW, THEREFORE, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the Interlocal Cooperation Project Reimbursement Agreement between Bountiful City and Davis County as written.

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

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

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

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

Adopted this 8th day of December, 2020

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

INTERLOCAL COOPERATION
PROJECT REIMBURSEMENT AGREEMENT

This Interlocal Cooperation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, the County is authorized by Title 59, Chapter 12, Part 6, Section 603, *Utah Code Annotated*, as amended to impose a County wide tourism, recreation, cultural and convention tax (“Tourism Tax”). The revenues from that Tourism Tax are placed by the County into a tourism fund (“Tourism Fund”), to be used solely for the purpose of financing in whole or in part, tourism promotion, and the development of tourism, recreation, cultural and convention facilities as defined by statute; and

C. WHEREAS, the County has enacted an ordinance as authorized by statute to impose the Tourism Tax. The current ordinance is set forth in Article C, tourism, recreation, cultural and convention tax of Chapter 3.04.109A, Davis County Code.

D. WHEREAS, the City, on September 1, 2020, presented a request to the County Commission at a work session for Tourism Fund participation for the development of the North Canyon Trail and Trailhead (the “Project”); and

E. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the items set forth in this Agreement; and

F. WHEREAS, the County desires to grant the request for Tourism Fund participation and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Agreement within eighteen months from the date that this Agreement is executed by the City and the County; and

b. The City shall contribute no less than \$250,000 towards the Project; and

c. The City shall purchase the property as identified in Exhibit A; and

d. The City shall grade, pave and otherwise fully improve and construct a trailhead parking area on the property identified in Exhibit A and in a manner consistent with Exhibit B and similar to the options identified therein; and

e. The City shall construct a new single-track path as identified in Exhibit C, and generally described as beginning at the proposed trailhead identified in Exhibit B and ending at the east end of the unpaved road in North Canyon, ultimately connecting with the existing single-track trail at the east end; and

f. The City shall, if funding allows, construct a bathroom facility at the trailhead identified in Exhibit B; and

g. The City shall provide 66% of proceeds to the County if the City sells any of the property identified in Exhibit A; and

h. The City in any of its marketing and communication of the project shall include acknowledgement of the County's Tourism Fund participation in the Project; and

i. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

j. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

k. The City shall ensure that the Project complies with all federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City an amount not to exceed \$500,000 of the total permitted or authorized costs and/or expenses of the Project as identified in this Agreement, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the Project in a manner consistent with the Agreement within eighteen months from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

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

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

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

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

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

<u>To the City:</u> Bountiful City Attention: City Manager 790 South 100 East Bountiful, UT 84010	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, save and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

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

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

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

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

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

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

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

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

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

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

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

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

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

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

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

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

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

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

[This space is left blank intentionally. The signature page follows.]

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

BOUNTIFUL CITY

Mayor
Dated: _____

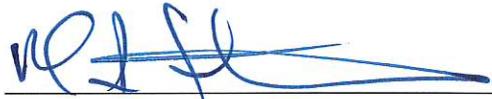
ATTEST:

Bountiful City Recorder
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

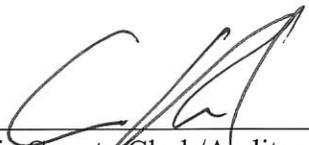
Bountiful City Attorney
Dated: _____

DAVIS COUNTY



Chair, Davis County Board of Commissioners
Dated: 10/27/2020

ATTEST:



Davis County Clerk/Auditor
Dated: 10-27-2020

APPROVED AS TO FORM AND LEGALITY:



Davis County Attorney's Office, Civil Division
Dated: 10/27/20

EXHIBIT A

Parcel ID: 010040038

Site Address: 1390 E Canyon Creek Dr

Site City: Bountiful

Site Zip: 84010

Legal Description: BEG AT A PT WH IS S 0[^]23'28" E ALG THE SEC LINE 1057.14 FT FR THE W 1/4 COR OF SEC 4-T1N-R1E, SLB&M; SD PT ALSO BEING ON A 173.07 FT RADIUS CURVE TO THE LEFT (RADIUS PT BEARS N 6[^]55'48" E); & RUN TH E'LY ALG THE ARC OF SD CURVE 45.10 FT; TH N 82[^]00'00" E 135 FT TO THE PT OF TANGENCY OF A 173.40 FT RADIUS CURVE TO THE RIGHT (RADIUS PT BEARS S 8[^]00'00" E); TH SE'LY ALG THE ARC OF SD CURVE 190.52 FT; TH S 54[^]57'09" W 54 FT; TH S 13[^]07'12" W 304.65 FT; TH W 228.79 FT TO THE W LINE OF SD SEC 4; TH N 0[^]23'28" W 380.64 FT ALG SD SEC LINE TO THE POB. CONT. 2.48 ACRES SUBJECT TO R/W.

Acreage: 2.48

Parcel Image:

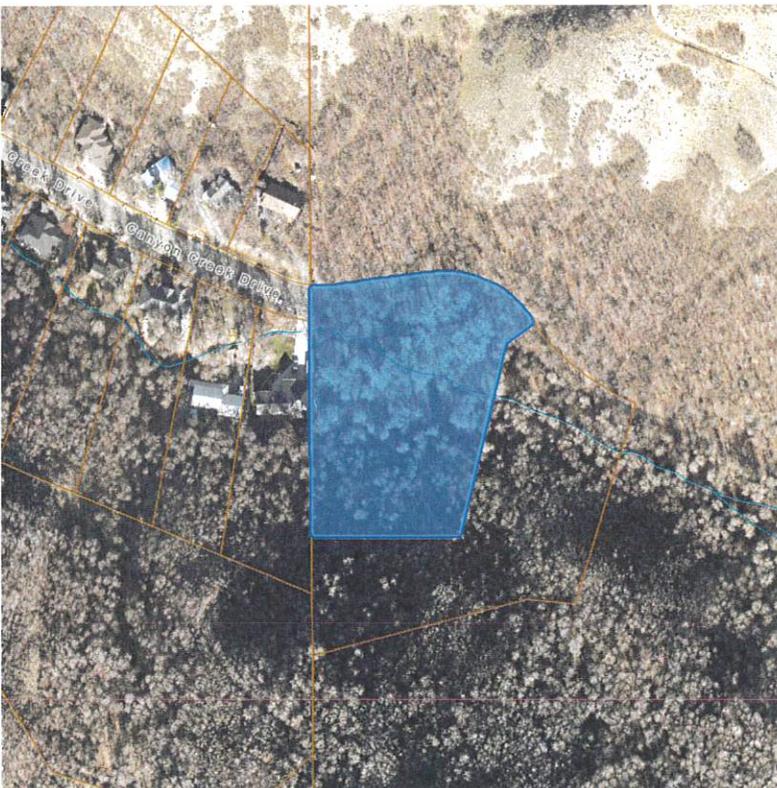
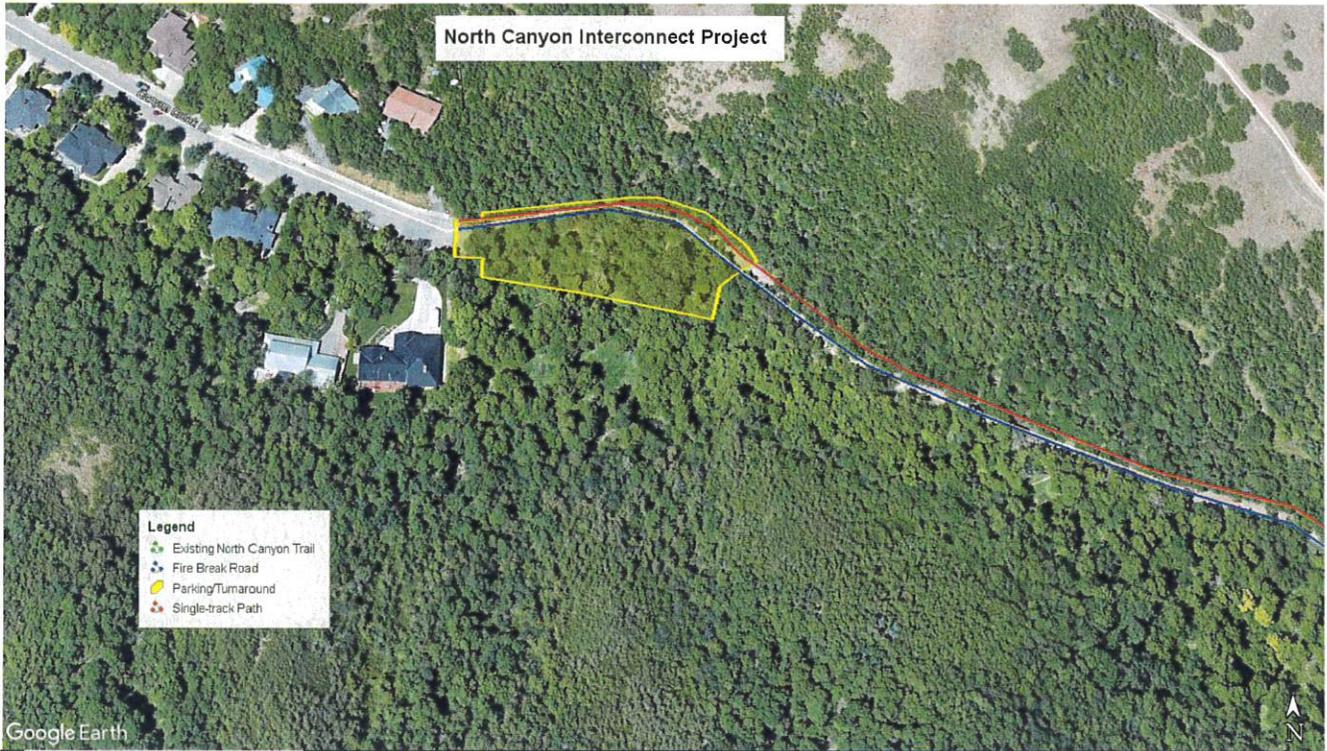


EXHIBIT B

North Canyon Interconnect Project



- Legend**
- Existing North Canyon Trail
 - Fire Break Road
 - Parking/Turnaround
 - Single-track Path

Google Earth



NORTH CANYON TRAILHEAD
 OPTION #1
 SCALE 1" = 20'



NORTH CANYON TRAILHEAD
 OPTION #2
 SCALE 1" = 20'

EXHIBIT C

North Canyon Interconnect Project

- Legend**
- Existing North Canyon Trail
 - Fire Break Road
 - Parking Turnaround
 - Single-track Path

Google Earth

