

# **BOUNTIFUL CITY COUNCIL MEETING**

## **TUESDAY, February 27, 2018**

### **Work Session – 6:00 p.m.**

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

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

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

## **AGENDA**

### **5:15 VIP Tour of Bountiful History Museum**

#### **6:00 p.m. – Work Session**

1. RAP Tax prioritization – Mr. Gary Hill p. 3

#### **7:00 p.m. – Regular Session**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - **If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.**
3. Approve minutes of previous meeting – February 13, 2018 p. 9
4. Council Reports
5. Consider approval of: weekly expenditures > \$1,000 paid February 5 & 12, 2018 p. 15
6. Consider approval of the additional cost for ECI Engineering services for the 138 Substation in the amount of \$75,000 for a not to exceed total of \$560,000 – Mr. Alan Farnes p. 19
7. Consider approval of the bid from American Technology in the amount of \$245,689 for underground boring – Mr. Alan Farnes p. 21
8. Consider approval of the bid from Anixter Power Solutions for Ermco transformers in the amount of \$83,814.68 – Mr. Alan Farnes p. 27
9. Consider approval of a cell tower lease agreement with AT&T on Hidden Lake Circle – Mr. Clint Drake p. 29
10. Consider approval of Ordinance 2018-02 amending the development standards of the Downtown (DN) zone - Mr. Chad Wilkinson p. 49
  - a. Public Hearing
  - b. Action
11. Adjourn



# City Council Staff Report



**Subject:** RAP Tax Project Prioritization  
**Author:** Gary Hill  
**Department:** Administration  
**Date:** February 27, 2018

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## **Background**

In 2016 Bountiful voters approved a 10-year extension to the City's Recreation, Arts, and Parks (RAP) Tax. The tax is a 0.1% levy on all purchases made in Bountiful City. The City Council determined to allocate revenue from the RAP Tax in three different categories:

- 75% to construct Creekside Park
- 14% for City projects and improvements
- 11% available for grants to cultural organizations

In 2017 the City Council directed staff to create a survey to find out how residents would like the City to program the 14% available for projects and improvements. The results of the survey are included as Attachment A to this report. The priorities came back as follows:

1. Trails and trail improvements
2. Trailhead at North Canyon
3. Updated playground equipment
4. Dedicated dog park
5. Stage Improvements at 400 North Park
6. Public Art for Downtown
7. Pickleball Courts

The City Council discussed these results at the annual City Council Retreat on February 9, 2018 and gave direction to staff to return with a summary of total funding that might be available and a recommendation that included a low-cost option dog park, and prioritized trail improvements and park projects.

## **Analysis**

**Funding** - Staff analyzed the amount of funding likely to be available from RAP Tax through Fiscal Year 2026 and estimates that \$805,000 will be available for projects in that time period. This assumes a 2.5% annual increase in revenues.

**Scheduling**- We recommend a five-year schedule of projects, to be built between now and FY 2023. Funding available between now and then is roughly \$540,000-\$550,000. The purpose of this five-year approach is three-fold:

1. Administrative ability to manage projects. Spreading projects over five years will help minimize the burden of designing, bidding, and constructing projects.
2. Cautious budgeting. To avoid over-allocating in the event of an economic downturn, we recommend programming funds through FY 2023, and waiting until then to program the remaining
3. Show the ongoing value of RAP Projects to residents. Voters will likely be asked to reauthorize the tax in 2026. It will be worthwhile to show a history of projects each year instead of a few projects built in the first few years of the authorization period.

Project Recommendations – At the annual Retreat the City Council appeared to favor using available funds for a variety of projects in the top four categories first. Staff subsequently identified trails and parks projects, along with a dog park, that would meet existing identified needs and have a beneficial impact on the community. In addition, the City has existing infrastructure, such as the pickleball courts at Twin Hollows Park that can be made better through complete reconstruction. Balancing these needs, Staff has prepared a proposed Five-Year Plan:

• FY 2019	Brickyard Bark Park – Dog Park	\$40,000
	Eggett Park to Holbrook Canyon Trail Connection	\$10,000
• FY 2020	Purchase property for North Canyon Trailhead	\$150,000
• FY 2021	Construction North Canyon Trailhead	\$155,000
	Replace Eggett Park Playground Equipment	\$45,000
• FY 2022	Lower Ward Canyon Trail	\$30,000
• FY 2023	Reconstruct Cheese Park Pickleball Courts	<u>\$125,000</u>
	Total	\$555,000

The pickleball courts were identified by residents as the last priority. However, they are existing infrastructure and will need to be replaced with a post tension court in order to permanently solve the current cracking problem. Staff can use existing department (non-RAP) funds to repair the courts until they can be replaced in 2023.

Staff further recommends that the remaining project funds be reevaluated in FY 2023 and then prioritized for the remaining three years of the current RAP authorization.

### **Department Review**

This report was put together with the assistance of the Finance, Parks, Planning, and City Manager departments.

### **Significant Impacts**

RAP Tax is a great source of revenue for capital projects, but every project built will need to be maintained. This maintenance, especially staffing, will all come from the City's General Fund. It will be important to not overbuild the kinds of projects that leave an unsustainable maintenance cost on the City. Otherwise, the City Council should consider a tax increase to

**Recommendation**

Staff would like the City Council to provide direction on the proposed schedule of projects. Council can accept them as presented or rearrange the projects into a different order.

**Attachments**

A – RAP Tax Survey Results

# Overall Ranking and Mean Scores

<b>PROPOSED USE</b>	<b>Survey Ranking</b>	<b>Mean Score*</b>
New Trails and Trail Improvements	<b>#1</b>	2.75
Dedicated Trailhead at North Canyon	<b>#2</b>	3.29
New Playground Equipment for Existing Parks	<b>#3</b>	3.43
Off-leash Dog Park	<b>#4</b>	4.33
Stage Improvements for Concerts in the Park @ 400 North Park	<b>#5</b>	4.49
Public Art on Main Street	<b>#6</b>	4.52
Expanded/Improved Pickle Ball Courts @ Twin Hollows Park	<b>#7</b>	5.18

**\*Mean Score** indicates the average approval ranking of each suggested use.

Lower score = higher level of public favor; correspondingly,  
Higher mean score = less public support exists for the suggested use

# Mean Scores by Age Group of Respondents

Proposed Use	Overall Mean	<=24 Mean	25-34 Mean	35-44 Mean	45-54 Mean	55-64 Mean	65-74 Mean	75-85+ Mean
Size of Respondent Group		18	131	154	78	80	44	27
New Trails and Trail Improvements	2.75	2.93	2.49	2.54	2.61	2.81	3.27	4.67
Dedicated Trailhead at North Canyon	3.29	3.60	3.31	3.08	2.99	3.43	3.63	3.67
New Playground Equipment for existing parks	3.43	4.13	3.08	3.36	3.91	3.86	3.10	3.00
Off-leash Dog Park	4.33	3.20	4.26	4.39	4.26	4.25	4.90	4.33
Stage Improvements for Concerts in the Park @ 400 North Park	4.49	4.20	3.66	4.67	4.64	4.17	3.66	4.67
Public Art on Main Street	4.52	4.47	4.46	4.65	4.43	4.70	4.46	3.33
Expanded/Improved Pickle Ball Courts @ Twin Hollows Park	5.18	5.47	4.98	5.32	5.16	4.79	4.98	4.33

Key to top picks #1 #2 #3



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**Minutes of the  
BOUNTIFUL CITY COUNCIL**

February 13, 2018 – 6:00 p.m.

Present: Mayor Randy Lewis  
Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,  
Chris Simonsen  
City Manager Gary Hill  
City Attorney Clinton Drake  
City Planner Chad Wilkinson  
City Engineer Paul Rowland  
Asst. City Manager Galen Rasmussen  
Asst. City Engineer Lloyd Cheney

Department Directors/Staff:  
Police Chief Tom Ross  
Parks Director Brock Hill  
Assistant Streets Director Charles Benson  
IT Department Rex Pickett  
Recording Secretary Nikki Dandurand

Excused: Councilmember John Marc Knight

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

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

Mayor Lewis welcomed those in attendance and called the session to order at 6:08 p.m.

**LEGISLATIVE UPDATE – MR. GARY HILL**

Mr. Hill updated the council on current bills being discussed in the State’s legislative session. Mr. Hill started with HB 175 - Oversight Committee Creation. Councilwoman Holbrook stated this bill would create a committee of state legislators to investigate or audit any government decision making, i.e., local, county and state wide. Councilman Simonsen asked what Rep. Ray Ward’s position is on this bill. Mr. Hill responded that Rep. Ward is opposed. Mr. Hill suggested all Council members email him with their concerns on this particular bill.

Mr. Hill continued with SB 167 - Food Truck Regulation Amendments. Last year the legislature passed regulations for food trucks, which the City supported. This new bill has some new restrictions, causing some concerns.

The next bill was HB 256 - Electric Service District. Mr. Hill explained this bill would limit power cities to providing service to their existing boundaries, even in the case of future annexations, if the annexation area is currently receiving power from a service district. The City is encouraging UAMPS (Utah Associated Municipal Power Systems) to oppose this bill.

HB 271 - Government Enterprise Amendments, states that before a city provides a service

1 that can be provided by a private sector business, the city must receive public bids to provide that  
2 service. This bill is generally directed at recreation centers. This bill has since been pulled from  
3 committee.

4 Mr. Hill stated there is an initiative for the state wide homeless problem that would provide  
5 funding for additional centers. There are two proposals for this initiative. The first is to charge a fee  
6 for every city in the state or to fund \$3.2 million in a special fund just for state use.

7 Mayor Lewis stated there are several medical bills in discussion as well. Anyone who wishes  
8 to track the bills can do so on the website ulct.org.

9  
10 **HOW PROPERTY TAX WORKS – MR. GARY HILL**

11 Mr. Hill shared a PowerPoint presentation on how property tax works. The presentation  
12 included a case study and showed the multiple tax rates (i.e., county, school district, city, etc.)  
13 included in property tax and how each can affect the actual rate. Bountiful City has not adjusted the  
14 property rate in several years and has the second lowest property tax in Davis County.

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16 **Regular Meeting – 7:05 p.m.**  
17 **City Council Chambers**

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19 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.  
20 Parker Tennant, Boy Scout Troop 665, led the Pledge of Allegiance and President Lloyd Campbell,  
21 Mueller Park Stake, gave an opening prayer.

22  
23 **PUBLIC COMMENT**

24 No comments were made.

25  
26 **APPROVE MINUTES OF PREVIOUS MEETING – JANUARY 23, 2018**

27 Mayor Lewis presented the minutes from the previous meeting. Councilman Higginson  
28 moved to approve the minutes and Councilman Simonsen seconded the motion. Voting was  
29 unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.

30  
31 **BCYC REPORT**

32 Strat Tidwell reported that the BCYC will be going to the leadership council in March.

33  
34 **COUNCIL REPORTS**

35 Councilwoman Holbrook stated the ULCT and other state leagues are lobbying in  
36 Washington DC for better infrastructure, particularly broadband expansion. Councilman Simonsen  
37 mentioned the Community Service Council and how he is impressed with their work and service  
38 including the CERT program, and he is excited to hear about Music in the Park for the summer.

39  
40 **CONSIDER APPROVAL OF:**

41 **a. WEEKLY EXPENDITURES > \$1,000 PAID JANUARY 15, 22 & 29, 2018**

42 **b. DECEMBER 2017 FINANCIAL REPORT**

43 Mayor Lewis presented the expenditures/financial report and asked for a motion to approve.  
44 Councilwoman Harris moved to approve the weekly expenditures/December report and Councilman  
45 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
46 Holbrook and Simonsen voting “aye”.

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2  
3 **CONSIDER APPROVAL OF THE PURCHASE OF PICNIC TABLES FOR CREEKSIDE**  
4 **PARK FROM MAGLIN SITE FURNITURE IN THE AMOUNT OF \$52,980 – MR. BROCK**  
5 **HILL**

6 Mr. Brock Hill said the park is almost complete and will be open in April, with the main  
7 pavilion open in May. Councilman Higginson stated this has been a long process for this park. Mr.  
8 Hill stated the construction is now done and we can put the picnic tables in. The Parks Department  
9 looked to purchase these tables locally, but no one could provide what was needed. Maglin Site  
10 Furniture is located in Denver, CO and will deliver the tables to the City’s shops, and staff will then  
11 install the tables at the park when ready. There are sufficient funds available to purchase the tables.  
12 Councilman Higginson asked if the tables are welded and can be mounted to the ground. Mr. Hill  
13 responded they can if needed. Councilman Simonsen asked if the tables will be only located in the  
14 main pavilion or if they can be moved around. Councilwoman Harris moved to approve the purchase  
15 and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons  
16 Harris, Higginson, Holbrook and Simonsen voting “aye”.  
17

18 **CONSIDER AMENDED PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR**  
19 **CULVER’S FAST FOOD RESTAURANT LOCATED AT 620 NORTH 500 WEST**  
20 **(HIGHWAY 89), MATT YOUNG REPRESENTING YOUNG ADVANTAGE, APPLICANT –**  
21 **MR. CHAD WILKINSON**

22 Mr. Wilkinson stated the new plan involves a new access point to the north and small site  
23 changes. The Planning Commission recommends approval with the conditions being met.  
24 Councilman Higginson moved to approve the preliminary and final site plans and Councilwoman  
25 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
26 Holbrook and Simonsen voting “aye”.  
27

28 **CONSIDER PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR A MEDICAL**  
29 **OFFICE BUILDING LOCATED AT 65 WEST 400 NORTH, 400 NORTH PARTNERS, LLC,**  
30 **APPLICANT – MR. CHAD WILKINSON**

31 Mr. Wilkinson stated this building was developed under the new DN zone standards that were  
32 adopted October 2017 and is recommended for approval. Councilwoman Harris moved to approve  
33 the preliminary and final site plans and Councilman Higginson seconded the motion. Voting was  
34 unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.  
35

36 **CONSIDER APPROVAL OF ORDINANCE 2018-01 AMENDING THE BOUNTIFUL CITY**  
37 **ZONING MAP TO CHANGE 679.56 ACRES FROM R-3, R-F AND MWP ZONES TO OPEN**  
38 **SPACE ZONING – MR. CHAD WILKINSON**

- 39 a. **PUBLIC HEARING**  
40 b. **ACTION**  
41

42 Mr. Wilkinson stated that a few years ago this area was changed to open space, which is a large  
43 area. This re-zone provides better protection. As an open space zone, it is preserved with very  
44 limited public use and will be used mostly for telecommunication towers. There is no private  
45 property included. The Planning Commission recommends approval.  
46

1 **PUBLIC HEARING- OPEN: 7:33 p.m.**  
2 **CLOSED: 7:34 p.m.**  
3

4 Mr. Wilkinson noted there is a disconnect in the parcels being re-zoned. This is due to the  
5 fact that some of the property is not in City limits. Councilman Higginson moved to approve  
6 Ordinance 2018-01 and Councilwoman Harris seconded the motion. Voting was unanimous with  
7 Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.

8  
9 **POSTPONED – PUBLIC HEARING ON DOWNTOWN ZONE CHANGES**

10  
11 **POSTPONED – PUBLIC HEARING ON A TEXT AMENDMENT FOR SUB ZONE NAMES**  
12 **FOR SINGLE FAMILY RESIDENTIAL ZONES**

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14 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 944 SOUTH 1300 EAST AND**  
15 **AUTHORIZING THE MAYOR TO SIGN THE RELEASE DOCUMENT – MR. PAUL**  
16 **ROWLAND**

17 Mr. Rowland stated the owner is requesting an easement release for better lot lines to develop  
18 his property/garden area. All the utilities have been approved. Councilwoman Harris moved to  
19 approve the easement release and Councilman Higginson seconded the motion. Voting was  
20 unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.

21  
22 **CONSIDER APPROVAL OF ACCEPTING ADVANCED PAVING’S BID FOR THE 300**  
23 **NORTH RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED \$305,180 –**  
24 **MR. LLOYD CHENEY**

25 Mr. Cheney stated this is a reconstruction contract. The utility work is now complete on this  
26 section of the road. Staff was pleasantly surprised by the low bid, but has also reserved 5% in a  
27 contingency fund. Councilman Higginson asked if curb/gutter will be included. Mr. Cheney said  
28 yes, but just within the reconstructed area. Councilman Higginson moved to approve the bid and  
29 Councilman Simonsen seconded the motion. Voting was unanimous with Councilpersons Harris,  
30 Higginson, Holbrook and Simonsen voting “aye”.

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32 **CONSIDER PRELIMINARY AND FINAL APPROVAL OF THE LEWIS PARK**  
33 **SUBDIVISION PHASE 6 AMENDED PLAT AT 2905 SOUTH LEWIS PARK COVE – MR.**  
34 **PAUL ROWLAND**

35 Mr. Rowland stated the applicant purchased two lots in this subdivision and is wanting to  
36 install a swimming pool in the north lot. City Ordinance states that any secondary buildings must be  
37 located on the primary lot. This approval would combine the lots so the applicant can build on his  
38 property. The creek running thru his property will be maintained by the easement. Councilman  
39 Simonsen asked if a bridge will be needed to access both lots. Mr. Rowland responded the area is  
40 approved by the county flood control. Councilwoman Harris moved to approve the preliminary and  
41 final approval of this subdivision and Councilman Higginson seconded the motion. Voting was  
42 unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.

43  
44 **CONSIDER PRELIMINARY AND FINAL APPROVAL OF THE QUAILBROOK**  
45 **SUBDIVISION AMENDED PLAT A AT 500 NORTH 1300 EAST – MR. PAUL ROWLAND**

1 Mr. Rowland stated this is just an amendment of the plat. This area was approved in 1978 as  
2 a cul-de-sac. The owners of the property would like to build homes there this summer, but this  
3 requires an adjustment to the lot lines. The original lot lines did not include the development of 400  
4 North. The City purchased the lots needed to build the road, which then created double fronted lots.  
5 The amended plat shows the adjusted lot lines. The Planning Commission recommends approval  
6 with the conditions being met and an exception granted for double front lots. Councilman Simonsen  
7 asked if the double fronted lots would be an increase in property taxes for the owners. Mr. Rowland  
8 was unsure how it would be calculated. Councilman Higginson moved to approve the preliminary  
9 and final amended plat and Councilwoman Harris seconded the motion. Voting was unanimous with  
10 Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”.

11  
12 **CONSIDER APPROVAL OF THE STAKEHOLDER AND SUPPLEMENTAL TIGER**  
13 **GRANT AGREEMENTS FOR INSTALLING ADA SIDEWALK IMPROVEMENTS – MR.**  
14 **CLINTON DRAKE**

15 Mr. Drake stated that recently the Federal Government published that there was grant money  
16 available for state and local entities for the purpose of infrastructure improvements. Bountiful City,  
17 along with UTA and about 30 local entities applied for and was awarded a grant for approximately  
18 \$20 million. As part of the award, Bountiful City will received over \$200,000 in grant money to be  
19 used for the purpose of upgrading old intersections within the City with ADA compliant ramps. Mr.  
20 Drake said this money will help Bountiful City become more pedestrian and ADA friendly  
21 compliant. Councilwoman Harris asked about the ADA ramps. Mr. Drake described what a typical  
22 new ADA compliant ramp would look like. As part of the grant, the City is required to contribute  
23 approximately \$50,000. The City already has a sidewalk replacement program budget and the  
24 \$50,000 will come from that fund. Mr. Drake stated there will be no additional funding required.  
25 Councilman Simonsen moved to approve the grant and Councilman Higginson seconded the motion.  
26 Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting  
27 “aye”.

28  
29 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman  
30 Simonsen moved to approve and Councilman Higginson seconded the motion. Voting was  
31 unanimous with Councilpersons Harris, Higginson, Holbrook and Simonsen voting “aye”. The  
32 regular session of the City Council was adjourned at 7:58 p.m.

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*Mayor Randy Lewis*

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*City Recorder*



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
February 5 & 12, 2018

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** February 20, 2018



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## **Background**

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.00.

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 \$1,000.00 paid February 5 & 12, 2018.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid February 5, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1164	ANIXTER, INC.	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$ 14,570.00	201029	3704874-00	75KV 3PH Pad Trans
1415	BOUNTFUL DAVIS ARTS	Legislative	10.4110.492010.	Contr-Btfl/Davis Art Ctr	30,000.00	201036	02012018	2nd Half of Fical Yr 2017-2018 Arts Program
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	51,357.44	201038	26357	Road Salt
1540	CACHE VALLEY ELECTRIC	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-Rec	325,790.09	201040	12-200964	Phase 7 Transmission Line// Contract #5639
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,522.28	201043	01222018	Acct # 801-578-0401 452B
1767	CONTEMPORARY IMAGE	Light & Power	53.5300.445202.	Uniforms	2,221.00	201045	34445	FR Shirts & Jeans
7212	ENTELLUS INC	Light & Power	53.5300.474810.	CIP 11 Dist SysFeeder#573-#676	1,185.00	201054	15385	New Easement
9559	GORDO SPILKER HUBER	Light & Power	53.5300.472100.	Buildings	2,400.00	201059	2357-001-01	Infiltration Testing
5458	HANSEN, ALLEN & LUCE	Landfill	57.5700.431300.	Environmental Monitoring	1,751.28	201062	37768	Professional Services for 12/16/2017 to 1/15/2018
3022	MARTIN GARAGE DOORS	Cemetery	59.5900.425000.	Equip Supplies & Maint	1,092.95	201085	606518	Garage Doors
3321	NORTHERN POWER EQUIPMENT	Light & Power	53.5300.448632.	Distribution	1,451.30	201091	50493	1260' CU Solid, Staples & Grounding
3790	RURAL WATER ASSOC	Water	51.5100.423000.	Travel & Training	1,040.00	201106	1958137-106876366	Reg.ID# 106876366,#106876519,#106876642,#106876748
4016	SPRINT	Streets	10.4410.428000.	Telephone Expense	1,185.65	201110	997225610-063	Acct # 997225610
4033	STANTEC CONSULTING	Light & Power	53.5300.448613.	Plant	4,490.00	201111	1309041	Resubmit NDI & Air Quality for State of Utah
5358	STOTZ EQUIPMENT	Landfill	57.5700.425000.	Equip Supplies & Maint	8,807.44	201112	W14944	Engine & Parts
4369	UTAH DEPT OF WORKFORCE	Light & Power	53.5300.413060.	Unemployment Reimb	1,572.00	201117	02052018	JANUARY 2018 UNEMPLOYMENT CLAIMS
4389	UTAH LTAP CENTER	Streets	10.4410.441200.	Road Matl Patch/ Class C	8,413.26	201118	3166	Road Condition Survey
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	201124	9800386335	Acct # 771440923-00001
9363	WIGEN WATER TECH	Water	51.5100.472100.	Buildings	358,747.12	201130	20385	Water Treatment Plant membrane filtration equip.
<b>TOTAL:</b>					<u>\$ 821,077.48</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid February 12, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>ORG DESC</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>FULL DESC</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$ 33,619.29	201133	02012018	January 2018 Recycling Fees
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,694.24	201139	55N83318	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448635.	Vehicles	4,617.80	201139	55N83418	Tree Trimming
1615	CENTURYLINK	Light & Power	53.5300.448632.	Distribution	2,018.52	201148	A369631	Repair to Phone Cable// Damage Claim #0595720
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.424002.	Office & Warehouse	1,160.33	201169	02022018	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448613.	Plant	1,285.98	201169	02022018	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Streets	10.4410.427000.	Utilities	1,600.53	201169	02022018L	Acct # 2493910000
5281	DOMINION ENERGY UTAH	Water	51.5100.427000.	Utilities	1,651.58	201169	02022018A	Acct # 9591363682
5281	DOMINION ENERGY UTAH	Streets	10.4410.427000.	Utilities	1,651.76	201169	02022018H	Acct # 3893910000
5281	DOMINION ENERGY UTAH	Police	10.4210.427000.	Utilities	2,334.68	201169	02022018D	Acct # 3401140000
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448611.	Natural Gas	10,236.24	201169	02022018C	Acct # 605681000
2055	ELECTRICAL CONSULTANT	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-Rec	2,275.00	201172	73861	Project #BCP-011 //Engineer for Substation Rebuild
2055	ELECTRICAL CONSULTANT	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	103,063.49	201172	73862	Project #BCP-012 //Engineer for Substation Rebuild
2141	FARWEST LINE SPECIAL	Light & Power	53.5300.448636.	Special Equipment	1,136.10	201174	247652	Lineman Belt & Tools
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	201192	SLC02180184	Custodial Services for February 2018
8137	LAKEVIEW ASPHALT PRODUCT	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,071.47	201198	2208	Patching
2920	LEFAVOR ENVELOPE COMP	Treasury	10.4143.429050.	Util Billing Supplies	3,655.50	201202	160189	Envelopes
3103	METRO GRAPHICS, LLC	Legislative	10.4110.422000.	Public Notices	1,800.00	201207	4062	February 2018 Quarterly Newsletter
9583	PIONEER PRODUCTS INC	Streets	10.4410.425000.	Equip Supplies & Maint	1,284.68	201216	SI-93282	Asphalt & Tar Remover
3541	PRECISION CONCRETE	Streets	10.4410.473400.	Concrete Repairs	57,761.96	201219	Ut67998JTa	Concrete Cutting
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,144.84	201223	2862813	Tires
4051	STATE OF UTAH	Light & Power	53.5300.448627.	Echo Hyrdo	3,039.62	201238	2072018	2018 Assessment // Acct # 103250
4051	STATE OF UTAH	Landfill	57.5700.431300.	Environmental Monitoring	16,800.00	201239	02072018	Submit of Correction of Fees
4202	THURGOOD, MARLOW D.	Engineering	10.4450.423000.	Travel & Training	1,012.96	201242	02122018	Trvl&Training UtChapter of ICC Education,St George
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,234.30	201244	0269749	Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	20,020.38	201244	0269697	Fuel
4528	WAXIE SANITARY SUPPLY	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	2,072.20	201253	77228820	TP, Trash Liners, Toilet Covers, Hand Soap
<b>TOTAL:</b>					<u>\$ 284,018.45</u>			



# City Council Staff Report

**Subject:** 138 Substation Engineering Services  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** February 27, 2018



## **Background**

In May 2017, we hired Electrical Consultants, Inc. (ECI) to provide the engineering services to assist us with a major rebuild of our 138 substation. This substation is located in the southwest corner of Centerville, Utah. This is our main substation where we connect to Rocky Mountain Power's system.

Initially we were planning to replace the smaller of the two transformers and only rebuild one transformer bay. The scope of the project grew after we identified a problem with the larger of the two transformers in the substation. In order to maintain a reliable system, we determined that we needed to replace the larger transformer and rebuild that bay in the spring of 2018 and then replace the smaller transformer and rebuild that bay in the fall of 2018. We have also added the construction of a new control building to the project.

## **Analysis**

The change in scope, the additional time and efforts to interface with Pacificorp, and the short time table for the substation design and for the preparation of specifications for the timely purchase of the major equipment has had an impact on the cost of the engineering services. ECI has provided an updated cost for the remaining engineering services to complete the project. The total not to exceed cost is now \$560,000 which includes an increase of \$75,000. This puts the total cost for the engineering at about 10.5% of the total project cost.

## **Department Review**

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

## **Significant Impacts**

The engineering cost for this project will be paid for out of the account 535300-474710, 138 Trans Substation. Some of the engineering services will be paid out of the 2018-19 budget year because the construction support, commissioning, and as-built drawings for the second bay will be completed in the fall of 2018.

## **Recommendation**

The Power Commission and Staff recommend the approval of the additional cost from ECI of \$75,000 for a not to exceed total of \$560,000.

## **Attachments**

None



# City Council Staff Report

**Subject:** Directional Boring, Distribution System  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** February 27, 2018



## **Background**

We have several underground projects throughout our system that need to have conduit installed. These projects are designed to increase the system reliability as well as provide additional capacity and back up to our system. To minimize the inconvenience to residents and limit the restoration of property we have requested bids from contractors to install these conduits using directional boring. There are 6 project sites (see attached maps), each bore consists of 1 to 4 conduits, with 7,125 total linear feet. We invited 6 contractors to provide bids and 4 submitted, below are the results.

## **Analysis**

<b>Company / Location</b>	<b>Bid Price</b>
Americom Technology, Inc. Murray, UT.	\$245,689
Sorensen Construction Inc. West Jordan, UT.	\$261,100
Down Under Construction, North Salt Lake, UT	\$264,542
Four Seasons, Inc. West Jordan, UT.	\$545,624
HDD, Inc. West Jordan, UT.	No Bid
Cache Valley Electric, UT.	No Bid

The Average cost per linear foot is \$34.48

## **Department Review**

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

## **Significant Impacts**

This work is identified in the FY 2017-18 budget and is within the identified budget. The projects will be funded from three different accounts, 575 Feeder Upgrade, 573 Feeder Upgrade, and Distribution.

## **Recommendation**

Power Commission and Staff recommend the approval of the low bid from Americom Technology for the amount of \$245,689

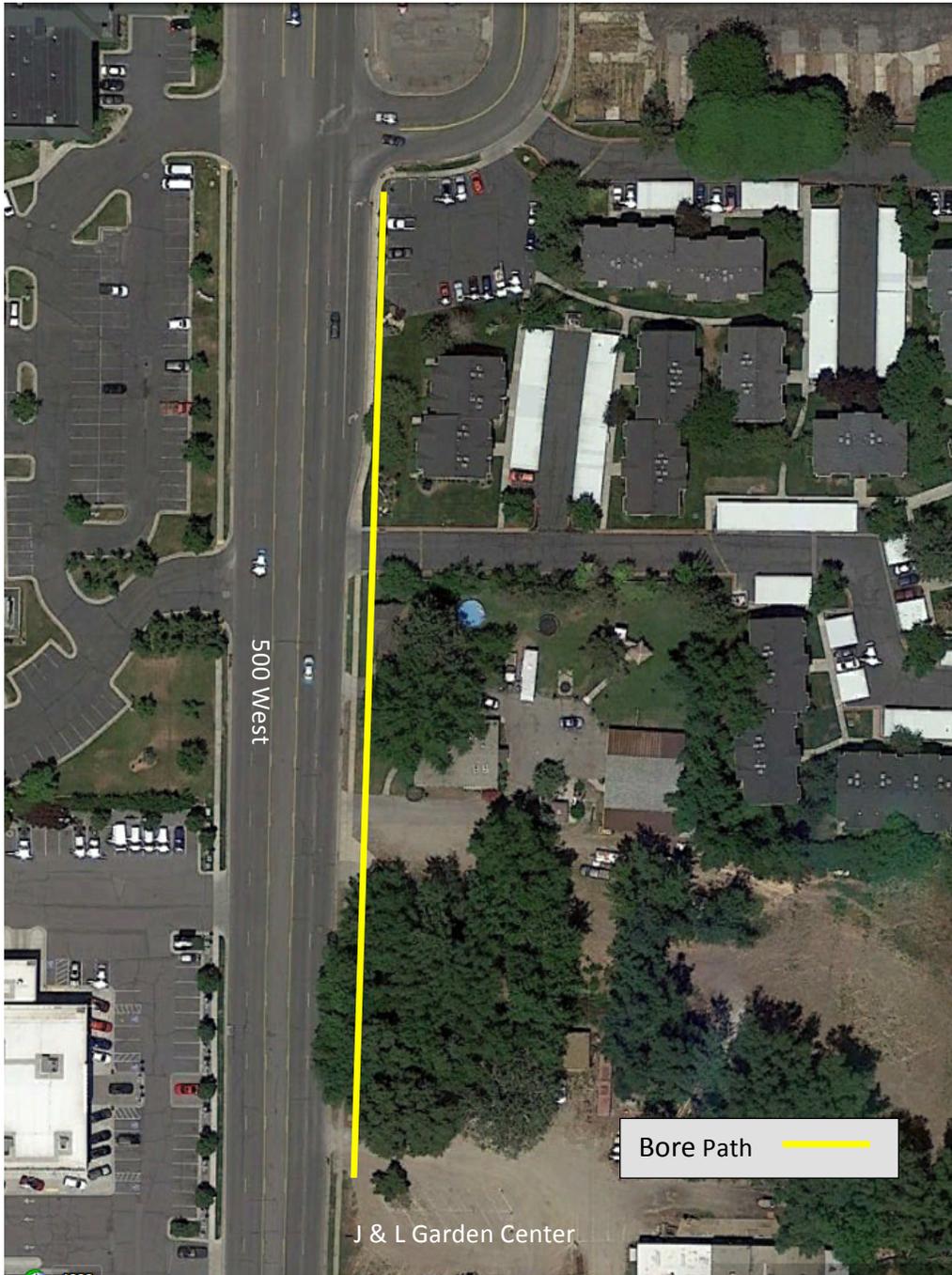
## **Attachments**

Maps

# Feeder 575



# Feeder 673



# Feeder 673



3223 South Davis Blvd





# City Council Staff Report



**Subject:** Transformer Bid Approval  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** February 27, 2018

## **Background**

Our inventory of pad mount transformers is running low, and we need to purchase some to replenish it. The transformers will be used to replace damaged or leaking transformers on the system. The transformers will be used for maintenance and future construction projects throughout the City.

## **Analysis**

Invitations to submit a bid for the single phase pad mount transformers were sent out to two (2) major suppliers. The transformer bid specifications were sent with the bid request.

30 (ea.) 50kv single phase Pad  
10 (ea.) 75kv single phase Pad  
6 (ea.) 100kv single phase Pad

We received and opened sealed bids from two (2) different suppliers on February 13, 2018 at 11:00 a.m. The results are as follows:

<b>Distributors</b>	<b>Total Transformers Cost</b>	<b>Delivery</b>
Anixter Power Solutions G.E. Salt Lake City, Utah	\$78,055.00	9-12 weeks
Anixter Power Solutions Ermco Salt Lake City, Utah	\$ 83,814.00	7-10 weeks
Northern Power – Ermco Centerville, Utah	\$ 91,596.00	7-10 weeks

## **Department Review**

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

## **Significant Impacts**

Ge/Prolec has had problems meeting promised their delivery dates and we need to have the transformers before the promised delivery date from the low bidder. These transformers will be purchased and placed into inventory.

## **Recommendation**

The Power Commission and Staff recommend the approval of the lowest bid that meets our delivery schedule for 46 transformers from Anixter Power Systems for Ermco transformers for the sum of \$83,814.68.

## **Attachments** None



# City Council Staff Report



**Subject:** Lease Agreement (Hidden Lake Circle) -  
New Cingular Wireless (AT&T)  
**Author:** Clinton Drake  
**Dept:** Legal  
**Date:** 27 February 2018

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## **Background**

The Bountiful City Council recently approved a cell tower site for New Cingular Wireless (AT&T) at approximately 474 East Hidden Lake Drive, Bountiful. The Lease Agreement governs the rights and responsibilities of the parties as well as the term of the lease. The City Attorney has been working with AT&T's representatives on a draft lease agreement. A copy of the agreed upon agreement will be provided to the Council prior to the meeting or it will be tabled until the next meeting.

## **Analysis**

AT&T has indicated there is a need for additional cell towers in Bountiful City to meet the demands of cellular and data costumers in the area. The Council has already approved the cell tower site. The lease agreement sets forth the terms of the use of the cell tower site.

## **Department Review**

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

## **Significant Impacts**

There are no significant impacts.

## **Recommendation**

It is recommended that the City Council approve the Lease Agreement with AT&T.

## **Attachments**

Lease Agreement

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2018, between Bountiful City, a corporation, with its principal offices located at 790 South 100 East, Bountiful, Utah 84010, hereinafter designated LESSOR, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 474 Hidden Lake Circle, (Parcel #012710512 and #012710513) Bountiful, County of Davis, State of Utah 84010 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises is a portion of the Property and is approximately 2500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey may replace Exhibit "B" in its entirety upon written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of the first day of the month after LESSEE begins installation of the equipment at the Premises or December 1, 2018.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be increased to an amount equal to 102% of the annual rental payable with respect to the immediately preceding year.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$18,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 790 South 100 East, Bountiful, Utah 84010 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the

Commencement Date at which time all outstanding rental amounts shall be due. From that date forward, all rental payments shall be due on the first day of the month as described above. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12' foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). LESSEE shall promptly repair, replace, restore or otherwise remedy any disturbances or damages caused to the Property as a result of any installation, operation or maintenance of LESSEE's communications equipment to a condition that is as good as or better than before the disturbance or damage occurred.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Subject to Federal, State and Bountiful City laws and regulations, LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall obtain any required building permits prior to commencement of any modifications to the equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be

required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE.

(a). During the Term, LESSEE shall carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured.

(b). Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their

respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. Except in the case of emergency operations, LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone at (XXX) XXX-XXXX or to LESSOR at (801) 298-6140, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at one and a half times the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. INTENTIONALLY DELETED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale,

transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Per Section 14-14-118 of the Bountiful City Municipal Code, the LESSEE shall consent to two co-locations (in addition to the LESSEE's equipment) on the pole.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Bountiful City  
790 South 100 East  
Bountiful, Utah 84010  
Attention: City Manager

LESSEE: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #UTL01276;  
Cell Site Name: BRASHERS SALT LAKE AUTO AUCTION (UT)  
Fixed Asset No.: 12906870  
575 Morosgo Dr. NE  
Atlanta, GA 30324

Copy to: New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department

Re: Cell Site # UTL01276;  
Cell Site Name: BRASHERS SALT LAKE AUTO AUCTION (UT)  
Fixed Asset No.: 12906870  
208 S. Akard Street  
Dallas, TX 75202-4206

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a “Default” if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE’s Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR’s behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“EH&S Laws”). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE’s violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR’s property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE’s specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE’s Use and LESSEE’s Use is not restored within 45 days, LESSEE may terminate this Agreement. In such an event, LESSEE shall restore the Premises to as good as or better condition than at the Commencement Date, reasonable wear and tear and damage by casualty excepted.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE’s Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any

condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Utah. For the purposes of this Agreement, LESSEE submits to the jurisdiction of the courts of the State of Utah, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Second District, Davis County, State of Utah, without waiver of any rights to removal (if any) of removal to the United States Federal District of Utah. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing

rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties recognize that LESSOR is a governmental entity and subject to the Utah Government Records Access Management Act (GRAMA). Accordingly, and to the extent it is possible, this Agreement and any information exchanged between the Parties regarding the Agreement will be kept confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and when possible, take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Bountiful City, a Utah Municipal Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Parcel B, and Tank Site, HIDDEN LAKE AT SUMMERWOOD ESTATES SUBDIVISION, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Tax ID: 01-271-0512 and 01-271-0513

Market: UT  
Cell Site Number: UTL01276  
Cell Site Name: BRASHERS SALT LAKE AUTO AUCTION  
Fixed Asset Number: 12906870

**EXHIBIT "B"**  
**DESCRIPTION OF THE PREMISES**

*(Site Drawings)*





8502 E VIA DE VENTURA, SUITE 220  
SCOTTSDALE, AZ 85258

BRASHERS SALT LAKE  
SITE NUMBER: UT101276  
F/A NUMBER: 12906870

474 E. HIDDEN LAKE CIR.  
BOUNTIFUL, UT 84010  
DAVIS COUNTY

REV.	DATE	BY	DESCRIPTION	DES. NO.
1	06/09/17	DRI	PRELIMINARY	59256
2				
3				



410 E. SOUTHERN AVE.  
TEMPE, ARIZONA, 85282  
PH: (480) 659-4072  
www.ambitconsulting.us

ambit consulting

**THIS DOCUMENT IS  
PRELIMINARY IN  
NATURE AND IS NOT A  
FINAL, SIGNED AND  
SEALED DOCUMENT**

THIS IS A PRELIMINARY DOCUMENT AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT. IT IS THE PROPERTY OF AMBIT CONSULTING AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMBIT CONSULTING.

SHEET NUMBER: **LS-1**  
REVISION: **A**

**UTILITY NOTES**  
THE CONTRACTOR WARRANTS THAT ALL UTILITIES ARE SHOWN ON THIS PLAN AND THAT THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL OR RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

**FLOOD ZONE**  
THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X", ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP # 4901030500, DATED 07/09/2007.

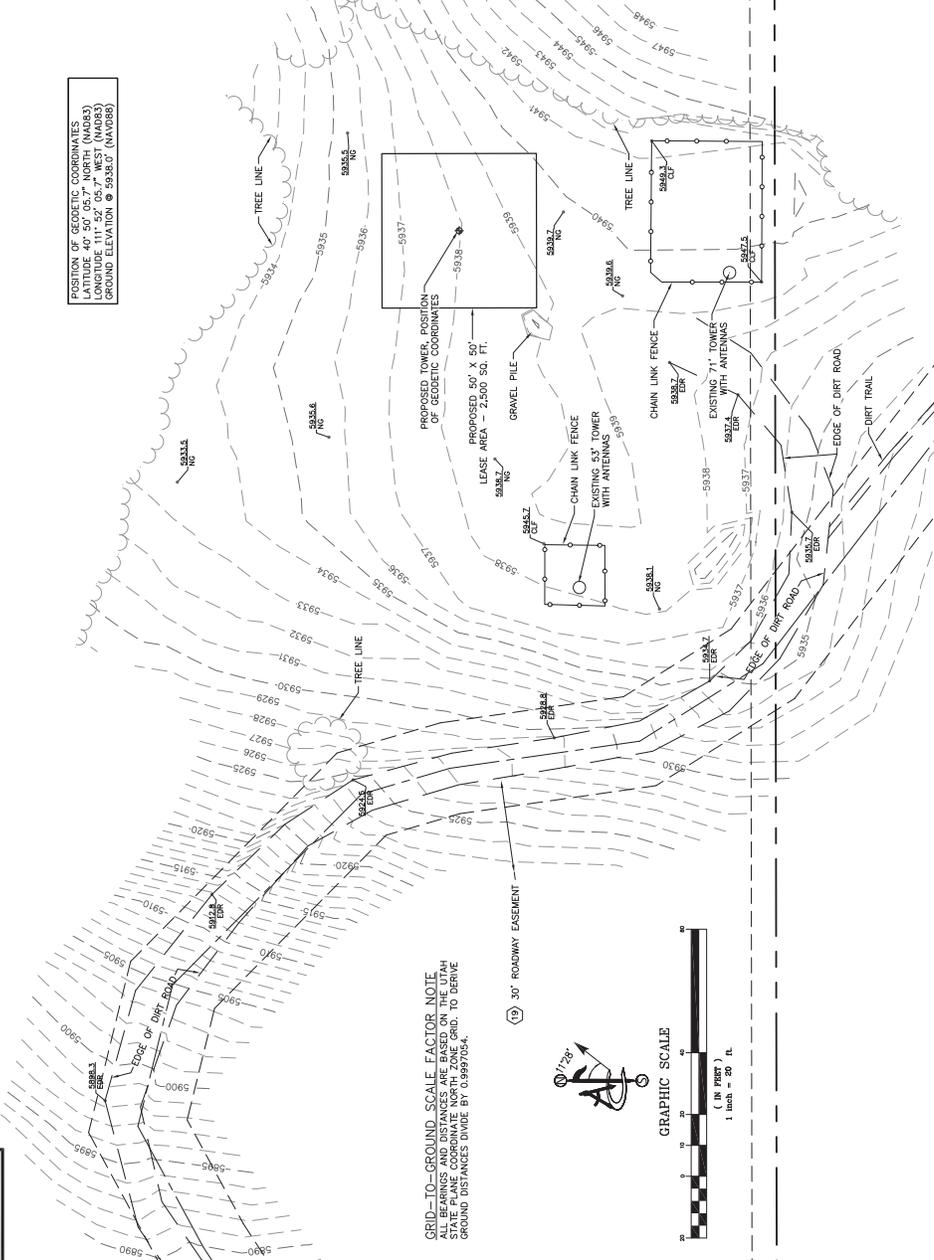
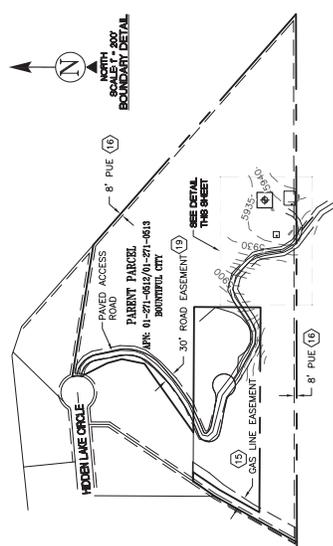
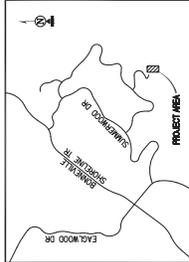
**LESSOR'S LEGAL DESCRIPTION**  
PARCEL B, AND TANK SITE, HIDDEN LAKE AT SUMMERWOOD ESTATES, ACCORDING TO THE OFFICIAL PLAT OF THE STATE OF UTAH, RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, STATE OF UTAH.

**SURVEY DATE**  
07/25/2017

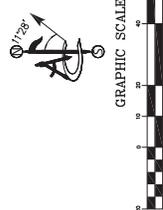
**BASIS OF BEARING**  
BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM UTM STATE PLANE 12N UTM ZONE 18Q, DATUM NAD83. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD83.

**BENCHMARK**  
BENCHMARKS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS' GEOD 12B MOREDEE SEPARATIONS TO ELLIPSOID HEIGHTS. THE NGS GPS WEBSITE, ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD83.

**POSITION OF GEODETIC COORDINATES**  
LATITUDE 49° 50' 05.7" NORTH (NAD83)  
LONGITUDE 111° 52' 04.1" WEST (NAD83)  
GROUND ELEVATION @ 5925.0' (NAVD83)



**GRID-TO-GROUND SCALE FACTOR NOTE**  
BEARINGS AND DISTANCES ARE BASED ON THE UTM STATE PLANE COORDINATE NORTH ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.9997054.



**SCHEDULE "B" NOTE**  
REFERENCE IS MADE TO THE TITLE REPORT ORDER #0169-28806, ISSUED BY STEWART TITLE COMPANY, DATED 07/25/2017, WHICH DESCRIBES THE PROPERTY AND EASEMENTS AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED.

SCHEDULE "B" EXCEPTIONS 1-14, 20 AND 21 ARE NOT SURVEY MATTERS AND CANNOT BE PLOTTED.

(1) KERN RIVER GAS TRANSMISSION COMPANY RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JUNE 2, 1993, AS ENTRY NO. 1039377, IN BOOK 1622, AT PAGE 484 OF COUNTY RECORDS, AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JULY 6, 1993, AS ENTRY NO. 1046767, IN BOOK 1635, AT PAGE 18 OF COUNTY RECORDS, AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED NOVEMBER 26, 2004, AS ENTRY NO. 2407144, IN BOOK 4685, AT PAGE 644 OF COUNTY RECORDS, ARE SUBJECT TO EASEMENTS, BUILDING SETBACK LINES, RESTRICTIONS, DESIGNATIONS OR LIMITATIONS CONTAINED THEREIN, RECORDED FEBRUARY 6, 2001 AS ENTRY NO. 1716674, IN BOOK 3101, PAGE 683, AND RECORDED AUGUST 9, 2002 AS ENTRY NO. 1716674, IN BOOK 3101, PAGE 683, OF OFFICIAL RECORDS.

(2) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED FEBRUARY 6, 2001 AS ENTRY NO. 1716674, IN BOOK 3101, PAGE 683, AND RECORDED OCTOBER 23, 2002 AS ENTRY NO. 1797954, IN BOOK 3152, PAGE 955, OF OFFICIAL RECORDS.

(3) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED NOVEMBER 8, 2002 AS ENTRY NO. 1802928, IN BOOK 3164, PAGE 1414, OF OFFICIAL RECORDS.

(4) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JANUARY 27, 2003 AS ENTRY NO. 1826428, IN BOOK 3214, PAGE 800, OF OFFICIAL RECORDS.

(5) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JANUARY 28, 2005 AS ENTRY NO. 20448266, IN BOOK 3715, PAGE 800, OF OFFICIAL RECORDS.

**NOTHING TO BE PLOTTED**

(6) DEED AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JULY 17, 2004, AS ENTRY NO. 2003539, IN BOOK 3558, AT PAGE 211 OF COUNTY RECORDS.

(7) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JULY 17, 2004, AS ENTRY NO. 2003539, IN BOOK 3558, AT PAGE 211 OF COUNTY RECORDS.

(8) KERN RIVER GAS TRANSMISSION COMPANY EXCLUSIVE RIGHT OF WAY AND EASEMENT AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN, RECORDED JULY 17, 2004, AS ENTRY NO. 2003539, IN BOOK 3558, AT PAGE 211 OF COUNTY RECORDS.

(9) 30' ROADWAY EASEMENT

**PLOTTED**

**LEGEND**

- CHAIN LINK FENCE
- EDGE OF DIRT ROAD
- NATURAL GRADE
- R/W
- RIGHT OF WAY
- POSITION OF GEODETIC COORDINATES
- SPOT ELEVATION
- CHAIN LINK FENCE
- STREET CENTERLINES
- SUBJECT PROPERTY LINE
- EASEMENT LINE
- UTILITY LINE
- THE LINES
- LEASE AREA LIMITS
- LEASE AREA INTERVAL
- MINOR CONTOUR INTERVAL



4303 RIVERBROOK ROAD, SUITE #100  
TAYLORSVILLE, UT 84123



8502 E VIA VENTURA, SUITE 220  
SCOTTSDALE, AZ 85258



FROM ZERO TO INFINIGY  
the solutions are endless

4636 EAST UNIVERSITY DRIVE, SUITE #270  
PHOENIX, AZ 85034

REV.	DATE	REVISION DESCRIPTION
2	09-29-17	FOR ZONING SUBMITTAL
1	09-29-17	FOR ZONING SUBMITTAL
0	08-11-17	90% CONSTRUCTION DRAWINGS

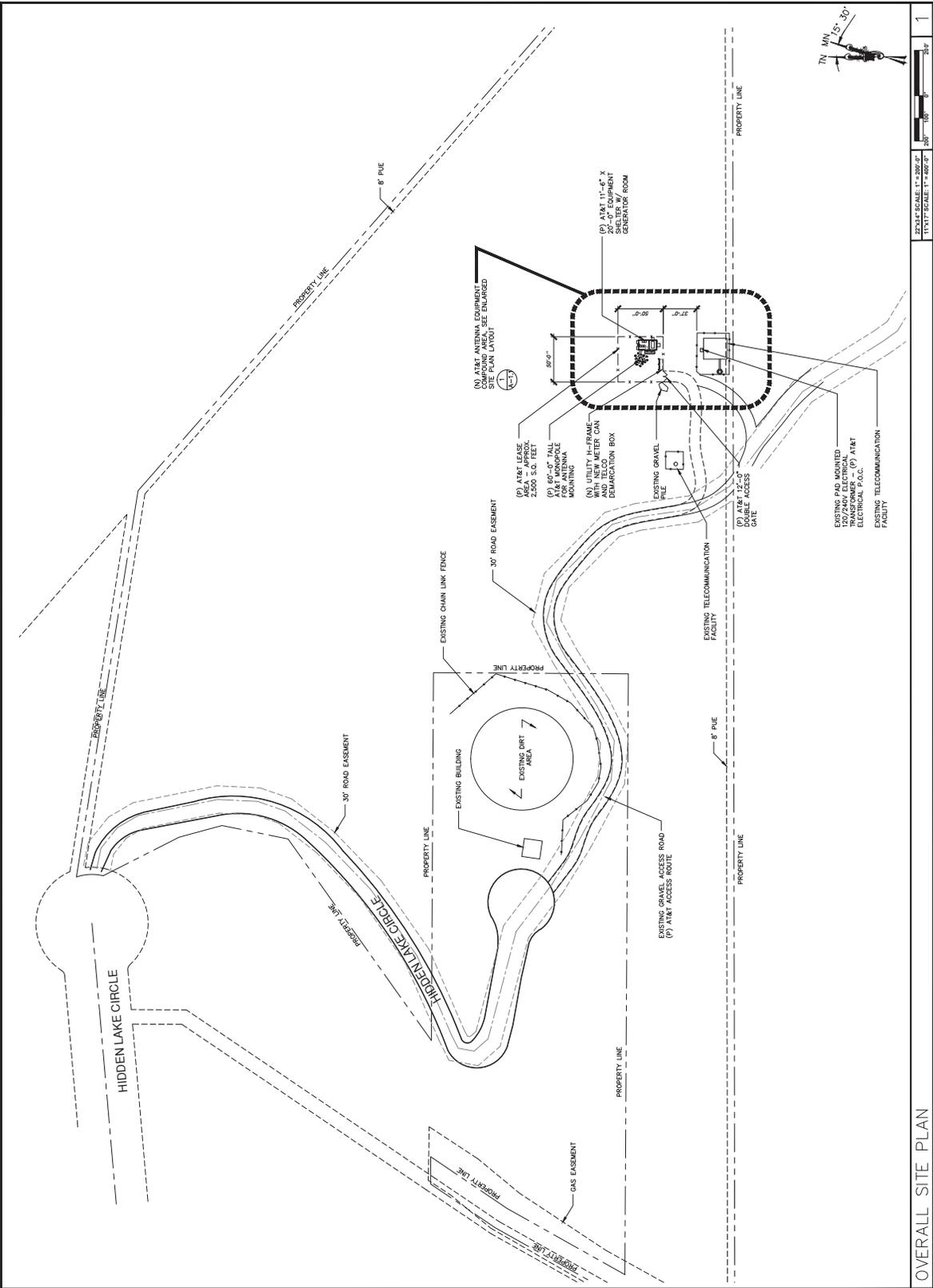
PROJECT INFORMATION:

**BRASHERS SALT LAKE**  
SITE ID#: UTLO1276  
FA#: 12906870  
474 E HIDDEN LAKE CIR.  
BOUNTIFUL, UT 84010  
DAVIS COUNTY

OWNED BY: EL      CHECKED BY: JR

SHEET TITLE: OVERALL SITE PLAN

SHEET NUMBER: A-1      REV: 2



2024 SCALE 1"=200'-0"  
11/2017 SCALE 1"=200'-0"

OVERALL SITE PLAN

1

REVISIONS: 09/29/17  
OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF SMARTLINK, LLC IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.





4303 INVERBOAT ROAD, SUITE #00  
TAYLORSVILLE, UT 84123



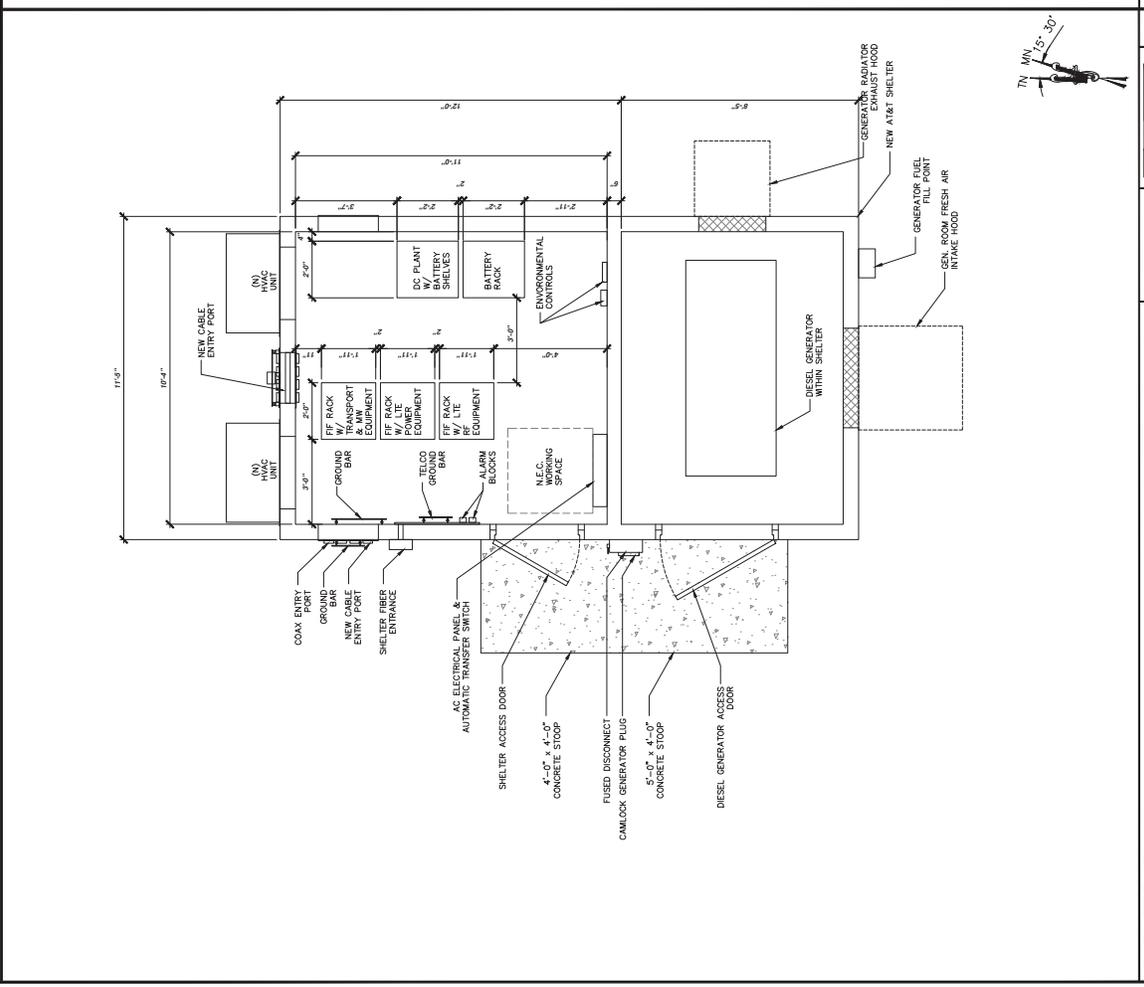
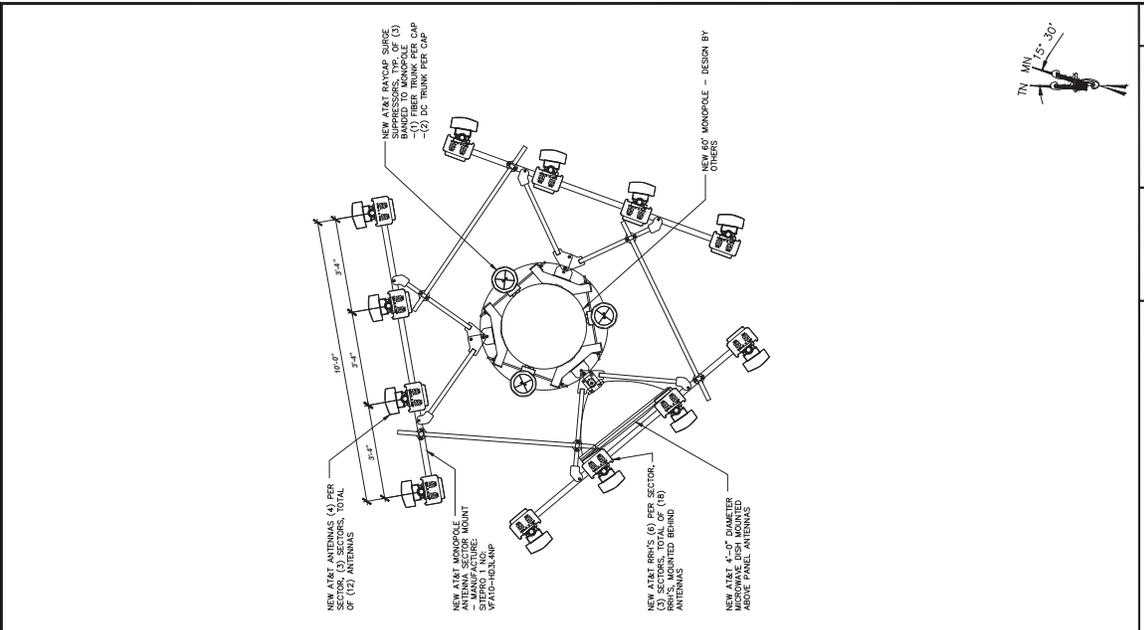
8502 E VIA DE VENTURA, SUITE 220  
SCOTTSDALE, AZ 85286

**INFINIGYO**  
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the solutions are endless  
4635 EAST UNIVERSITY DRIVE, SUITE #270  
PHOENIX, AZ 85034

REV.	DATE	REVISION DESCRIPTION
2	09-29-17	FOR ZONING SUBMITTAL
1	09-29-17	FOR ZONING SUBMITTAL
0	08-11-17	90% CONSTRUCTION DRAWINGS

PROJECT INFORMATION:  
**BRASHERS SALT LAKE**  
SITE ID#: UTLO1276  
FA#: 12906870  
474 E HIDDEN LAKE CIR.  
BOUNTY, UT 84010  
DAVIS COUNTY

OWNED BY:	EL	CREATED BY:	JR
SHEET TITLE:	SHELTER PLAN AND ANTENNA LAYOUT		
SHEET NUMBER:	A-2	REV.:	2



2 ANTENNA LAYOUT

1 SHELTER PLAN

27"x36" SCALE: 1/8" = 1'-0"  
11"x17" SCALE: 1/8" = 1'-0"

DESIGNED BY: [Signature] AND THE SEALS AND SIGNS OF REGISTERED PROFESSIONAL PERSONS AS AN INSTRUMENT OF PROFESSIONAL SERVICE ARE THE PROPERTY OF SMARTLINK, LLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING. OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF SMARTLINK, LLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.



4833 RIVERBOAT ROAD, SUITE 400  
TAYLORSVILLE, UT 84123



8502 E VIA DE VENTURA, SUITE 220  
SCOTTSDALE, AZ 85286

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4636 EAST UNIVERSITY DRIVE, SUITE #270  
PHOENIX, AZ 85034

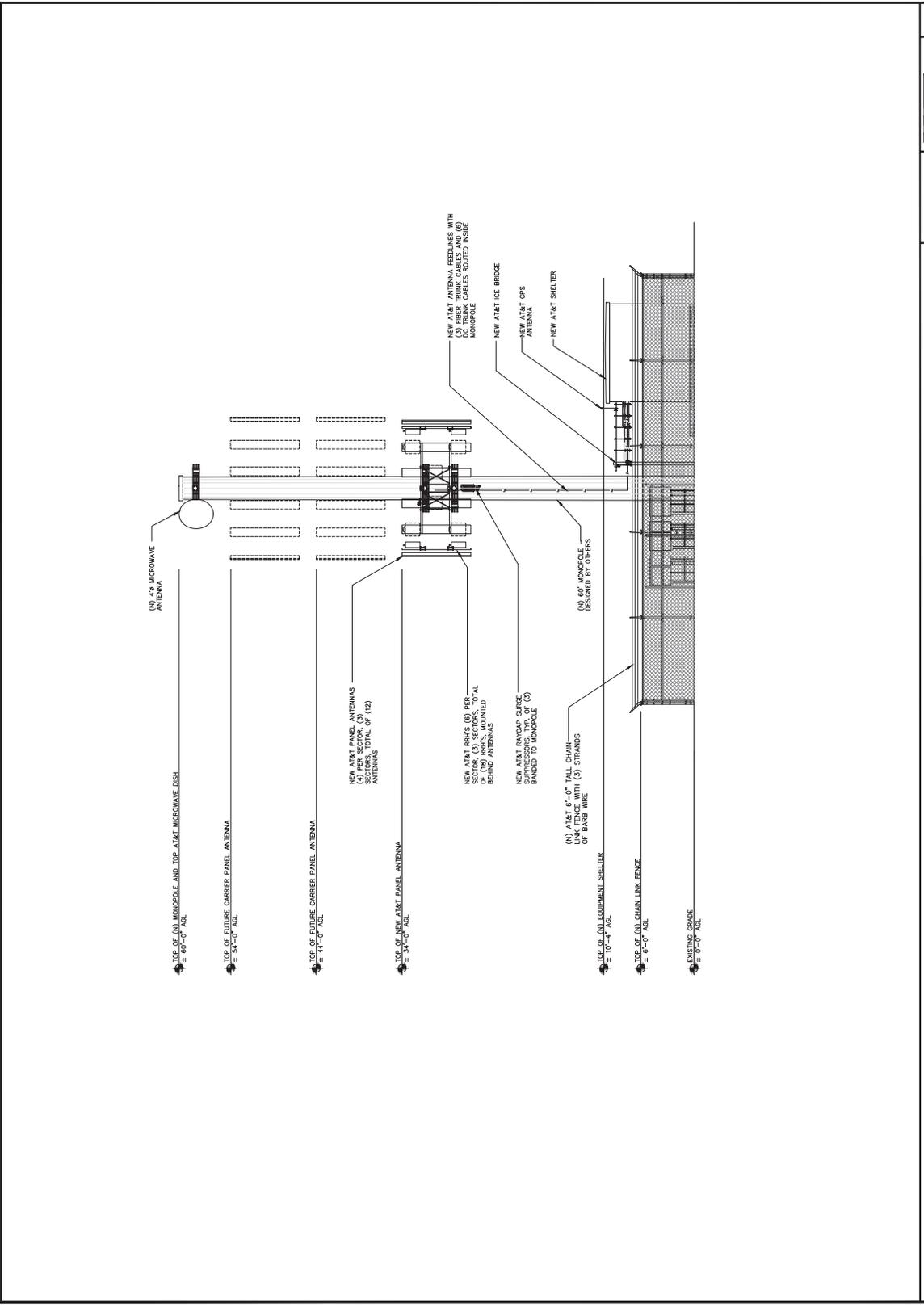
REV.	DATE	REVISION DESCRIPTION
2	09/20/17	FOR ZONING SUBMITTAL
1	09/06/17	FOR ZONING SUBMITTAL
0	08/11/17	90% CONSTRUCTION DRAWINGS

PROJECT INFORMATION:  
**BRASHERS SALT LAKE**  
SITE ID#: UT101276  
E.A#: 12906870  
4741 E. HIDDEN LAKE CIR.  
BOULEVARD, UT 84010  
DAVIS COUNTY

DRAWN BY: EL  
CHECKED BY: JR

SHEET TITLE:  
SOUTH ELEVATION

SHEET NUMBER:  
A-3  
REV.:  
2



SOUTH ELEVATION -- NEW  
1  
20'x14' SCALE 3/16" = 1'-0"  
11'x17' SCALE 3/32" = 1'-0"

THE SEALS AND UNRECORDED VERSIONS ARE THE PROPERTY OF SMARTLINK, LLC. ANY USE NOT TO BE USED IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF SMARTLINK, LLC. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.



# City Council Staff Report

**Subject: Public Hearing-Potential Changes to DN Zoning District Standards found in Chapter 7 of the Bountiful Land Use Ordinance**

**Applicant:** Bountiful City

**Author:** Chad Wilkinson

**Date:** February 27, 2018



---

## **Background and Analysis**

This is a continuation of the previous discussion related to proposed changes to the Downtown (DN) zone. At their January 23, 2018 meeting, the City Council remanded the proposed changes to the Downtown Code to the Planning Commission and requested that the Commission make a recommendation to the Council on the proposed changes. The Council also specifically asked that a public hearing be held at the Planning Commission. At the Council's request, the Planning Commission reviewed the proposed amendments to the Downtown zone at their February 6 and February 20, 2018 meetings. As was stated in the original report, the proposed changes initially dealt primarily with building height and architectural standards. The major components of the Planning Commission's recommendations include the following:

- The maximum building height standards for properties along 100 West and 100 East would be increased to 45 feet. Maximum numbers of stories have been removed.
- Minimum landscape standards for multifamily developments would be reduced from 40 percent to 10 percent consistent with the remainder of the zone. The proposed revisions include additional landscaping on a per unit basis for multifamily residential and mixed use developments.
- Architectural standards would be revised. Instead of requiring "architectural feature consistent with single family residential" the proposed standards include required articulation at certain intervals and give minimum standards for depth and height of architectural features. The standards include articulation requirements for all buildings in the zone, as well as specific standards for multi-family development. As directed by the Council and Commission, the standards have been drafted with flexibility in mind. Standards provide a framework without prescribing a specific style or architectural theme.

An additional issue which surfaced during discussion of the DN standards is the issue of what constitutes a mixed use development. Under the ordinance adopted in October, mixed use developments are subject to different standards than standalone multifamily developments. Notably, the 2:1 building height to width ratio does not apply to mixed use development and mixed use developments are exempted from the maximum density standard of the RM-13 zone, which under current code applies to stand alone multifamily development.

The subject of mixed use development was discussed during the adoption of the current standards in October 2017. As a part of the previous amendment, Section 14-7-104 was changed to specify that the density requirements of the RM-13 ordinance would apply unless a multifamily project was part of a “vertical mixed use” project. One of the reasons that the code was changed in October to specify vertical mixed use was the concern related to the development of horizontal mixed use developments which benefited from the higher densities allowed for mixed use projects without providing the integration of uses originally envisioned.

One option for defining mixed use was presented at the last City Council meeting. This option would define a certain percentage of the ground floor of a vertical mixed use development that must be developed as commercial square footage and not used for other uses such as parking or accessory uses for the multifamily residential portion of the development. Other options include simply removing the density maximums for standalone multifamily development and applying the development standards to all buildings regardless of use.

After hearing the item at their February 6 meeting and after receiving public testimony, the Planning Commission also recommends the following changes:

- Modifying the ordinance to include a “step up” provision for building heights along 100 West (and East). With the proposed text, buildings heights would be allowed to be increased at a distance of 50 feet instead of 100 feet from 100 West/East.
- A change to the proposed architectural standards to require changes in horizontal and vertical articulation at intervals of 25 feet instead of 20 feet.
- Removing the distinctions between multifamily and mixed use developments related to development standards.

In reviewing the request by the Planning Commission to remove distinctions between multifamily and mixed use developments, staff proposed text that would facilitate mixed use without requiring it. The proposed change would have required ground floor development standards that would have made conversion to future commercial use easier by including 12 foot floor to floor heights and a minimum requirement for convertible square footage on the ground floor. After considering this issue, the Planning Commission recommended changes that would make these standards only apply in areas where a building height of 55 feet is allowed. One of the effects of this recommendation is to allow parking on the ground level of a multifamily or mixed-use building instead of commercial for properties located along 100 West and 100 East

Again, the attached draft ordinance contains the proposed revisions to the existing DN zoning standards, as revised by the Planning Commission with changes to the existing

ordinance indicated with strikethrough text (showing deletions) and underline text indicating new text. At the public hearing, staff will provide a detailed discussion of each of the changes along with the reasoning behind the proposed change.

**Recommendation:**

The Planning Commission reviewed the proposed text amendment at their February 6 and 20, 2018 meetings and forwards a recommendation of approval for the proposed changes. The vote on the motion to approve passed by a vote of 5-1.

It is recommended that the City Council review the proposed changes to the Downtown Ordinance and hold a public hearing to allow for additional public comment. After receiving public input the Council may take one of the following actions:

1. Request additional revisions and continue the item to a future meeting for further discussion
2. Approve the changes to the DN Zoning standards:
  - a. As proposed; or
  - b. With revisions specified by the Council.
3. Deny the proposed changes to the DN Standards.

**Attachments**

Ordinance 2018-02 (including proposed amendments)

G:\PLAN\Plat A Planning\DN Additional Revisions 2018\CC Staff Report DN Text Amendment 2018 - February 27, 2018.docx



**MAYOR**  
 Randy C. Lewis  
**CITY COUNCIL**  
 Kendalyn Harris  
 Richard Higginson  
 Beth Holbrook  
 John Marc Knight  
 Chris R. Simonsen  
**CITY MANAGER**  
 Gary R. Hill

**Bountiful City  
 Ordinance No. 2018-02**

**An ordinance amending the development standards of the Downtown (DN) zone found in Chapter 7 of Title 14 of the Bountiful City Land Use Ordinance.**

**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 proposed changes to the DN zoning regulations are consistent with the General Plan; and
3. The Planning Commission held a public hearing on January 16, 2018, and forwarded the proposed amendment to the City Council without recommendation; and
4. The Bountiful City Council held a public hearing on this proposed amendment to the DN zoning regulations on January 23, 2018 and remanded the item to the Planning Commission for further review; and
5. The Planning Commission held additional public hearings on February 6, 2018 and February 20, 2018, and forwarded a recommendation of approval for the proposed amendment; and
5. Adoption of the proposed amendments the DN zoning regulations is in the best interests of the health, safety and welfare of the City.

**Be it ordained by the City Council of Bountiful, Utah:**

**SECTION 1.** Chapter 7 of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

**CHAPTER 7**

**DN – DOWNTOWN**

- 14-7-101 PURPOSE AND OBJECTIVES**
- 14-7-102 AREA OF ZONE**
- 14-7-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES**
- 14-7-104 MINIMUM LOT STANDARDS**
- 14-7-105 YARD REQUIREMENTS**
- 14-7-106 PROJECTIONS INTO YARDS**
- 14-7-107 STRUCTURE HEIGHT**

- 14-7-108 DISTANCE BETWEEN STRUCTURES
- 14-7-109 LANDSCAPING AND PERMISSIBLE LOT COVERAGE
- 14-7-110 PARKING, LOADING, AND ACCESS
- 14-7-111 SITE PLAN APPROVAL
- 14-7-112 OTHER REQUIREMENTS

**14-7-101 PURPOSE AND OBJECTIVES**

The Downtown (DN) Mixed Use Zone is established to provide a district primarily for the preservation of the mixed use character of the commercial and residential uses in and adjacent to the Main Street downtown area, consistent with the provisions of the adopted Bountiful Historic Downtown Plan.

**14-7-102 AREA OF ZONE**

Each area of Downtown zoning shall be at least four (4) acres in size.

**14-7-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES**

The following principal uses and structures, and no others, are allowed either as a permitted use (P) or by Conditional Use Permit (C) in the Downtown zone. Some uses may be expressly prohibited (N) in this zone. Any use not listed herein is also expressly prohibited. Properties fronting on 100 West or 100 East shall be limited to the residential uses allowed in the (DN) zone.

**Table 14-7-103**

<u>Use</u>	<u>DN</u>
Assisted Living Center	C
Bail Bonds	N
Banks, Credit Unions	P
Bar, Tavern, Drinking Establishment	N
Bottling, Canning, Food Production	C
Building/Construction Materials and Supplies w/ outside storage	N
Building/Construction Materials and Supplies w/o outside storage	C
Check Cashing, Title Loans	N
Construction Services w/ outside storage	N
Construction Services w/o outside storage	C
Convenience Stores	C
Dry Cleaner, Laundry Service	P
Fast Food Restaurant w/ drive-thru window	N
Fast Food Restaurant w/ pick-up	C

<u>Use</u>	<u>DN</u>
Fast Food Restaurant w/o drive-thru	P
Feed Lots, Animal Rendering, Animal Raising	N
Fire Arm/Shooting Range – Indoor	N
Fire Arm/Shooting Range – Outdoor	N
Food Preparation, Bakery	C
Funeral Parlor, Cemeteries, and Crematory Services	C
Gasoline Sales	N
General retail w/ outside storage	N
General retail w/o outside storage	P
Grocery Store	P
Hotels (Interior rooms)	P
Industrial Manufacturing	N
Kennels, Animal Boarding	N
Laundromat (Self-operated)	P
Mail Order/Online Distribution office w/ onsite storage	C
Medical/Dental Laboratory	N
Medical/Dental Office	P
Millwork, Cabinetry	P
Motels (Drive-up/exterior rooms)	N
Motorized Recreation	N
Multi-Family Residential – Stand alone, with frontage on Main Street	N
Multi-Family Residential – Stand alone without frontage on Main Street	C
Multi-Family Residential w/ Commercial Use on ground floor	C
Municipal Facility	P
Non-motorized Recreation, Pool, Gymnasium – Public or Private	P
Pawnshop, Secondhand Merchandise	N
Personal Services	P
Professional Services	P
Public/Private Assembly	C
Restaurant	P
Security Services	C
Self Storage Units or Warehouse w/o Office	N
Sexually Oriented Business, Escort Service	N
Single Family Dwelling,	P
Single Family Dwelling- property fronting on Main Street	N
Two Family Dwelling – New	C
Small engine/appliance repair	C

<u>Use</u>	<u>DN</u>
Tailor, Seamstress, Shoe repair	P
Tattoo Parlor	N
Tutoring, Dance, Preschool, Daycare	P
Vehicle Part Sales	N
Vehicle Repair	N
Vehicle Sales	N
Vehicle Salvage/Wrecking	N
Vehicle Service and Wash	N
Vehicle Storage – Indoor	C
Warehouse w/ office	N
Welding, Autobody, Machine Shop, Fiberglass, Painting	N

Accessory uses and structures shall be permitted in the Downtown Zone provided that they are incidental to and do not substantially alter the character of the permitted principal use of a main structure. Such permitted accessory uses and structures include, but are not limited to, the following:

- A. Accessory structures such as garages, carports, equipment storage buildings and supply storage buildings which are customarily used in conjunction with and incidental to a principal use or structure permitted in the (DN) Zone.
- B. Storage of materials used for the construction of a building, including a contractor's temporary office, provided that such use be located on the building site or immediately adjacent thereto, and provided further that such use shall be permitted only during the construction period and thirty (30) days thereafter.

**14-7-104 MINIMUM LOT STANDARDS**

The minimum area and street frontage for any lot or parcel in the Downtown Zone shall be as follows:

**Table 14-7-104**

<u>Use</u>	<u>Min. Lot Size</u>	<u>Min. Frontage and Width</u>
Commercial	8,000	50
Mixed-Use	8,000	50
Single Family	8,000	70
Two-Family and Multi-Family	10,000	50

- A. Lots with more than one (1) street frontage shall meet the minimum requirements along all frontages.
- B. An existing lot or parcel that does not meet the minimum requirements shall be considered a non-complying lot, and all proposed development on such lot or parcel requiring site plan review shall follow the process for non-complying sites and structures.
- C. ~~A multi-family residential development that is not part of a vertical mixed use development shall meet the density requirements and development standards of the RM-13 subzone, except as set forth in this Chapter.~~

**14-7-105 YARD REQUIREMENTS**

A lot or parcel with a single family ~~or two family dwelling~~ shall conform to the minimum setbacks of the R-4 subzone. ~~Two family dwellings and multi-family dwellings shall meet the setback criteria of the RM-13 subzone.~~ All other uses, including multifamily and mixed uses, shall meet the following requirements:

- A. Front and Street Setbacks.
  - ~~1.~~ Along 100 West and 100 East any building shall have a minimum building setback of 20 feet and a maximum setback of twenty-five (25) feet from any front property line and/or any property line abutting a public street
  - ~~1.2.~~
  - ~~2.3.~~ Along Main Street any building shall be located within ten (10) feet of the street property line. Plazas, outdoor eating areas, and other pedestrian oriented site amenities shall be considered part of the building for setback purposes.
  - ~~3.4.~~ Along 500 South, 400 South, 300 South, 200 South, 100 South, 100 North, 200 North, or 300 North and 400 North any building shall be setback at least ten (10) feet and not more than twenty (20) feet from the street property line.

4.5. \_\_\_\_\_ Along Center Street, any building shall be setback at least five (5) feet and not more than ten (10) feet from the street property line.

- B. Side Yard. Except as provided otherwise in this chapter, each lot or parcel shall have a minimum building setback of ten (10) feet from an interior side property line. Any lot or parcel that fronts onto Main Street shall have no interior side yard setback except as required by the International Building Code.
- C. Rear Yard. Except as provided otherwise in this chapter, each lot or parcel shall have a minimum building setback of ten (10) feet from a rear property line.
- D. Yard Abutting Residential Lots. Where property abuts an existing single family residential zone, the minimum building setback shall be ten (10) feet on the abutting side.
- E. Accessory Structures. An accessory structure shall meet all of the setback requirements of a principal structure. An accessory structure that does not require a building permit, according to the International Building Code (IBC), may be located in a side or rear setback area only if all of the following conditions are met:
  - 1. The accessory structure is not within a front or street yard setback and is located more than ten (10) feet from any main building on the same or adjacent property.
  - 2. The accessory structure has no openings on the side which is contiguous with the property line, and the walls of said building which are adjacent to the property line have a fire retardant rating as specified by the IBC.
  - 3. The accessory structure is designed such that all roof drainage is discharged onto the lot or parcel on which it is erected.
- F. Residential Uses.

It is the requirement of Bountiful City that multiple family developments reflect a sense of proportion. Proportion requires that the development be designed in such a manner that each unit receives a reasonable and approximately proportionate share of the open space, landscaping, and other benefits of the site. Locating units in such a way that benefits of the site fall primarily to one unit or a few units, and not to others, is prohibited. Depending upon topography, property dimensions and site configuration, it is possible that this requirement may affect the number of units that can be physically located on a lot or parcel. The Planning Commission and City Council are granted reasonable discretion in

administering the proportionality requirement, and may modify yard setback requirements by up to twenty (20) percent subject to a finding that such modification will benefit all units more equally than would be possible if the standard requirement was applied.

**14-7-106 PROJECTIONS INTO YARDS**

- A. The following structures may be erected on or project into any required yard, except that they shall not obstruct a required driveway or pedestrian access:
  - 1. A fence or wall in conformance with this Ordinance.
  - 2. Landscape elements, including: trees, shrubs, and other plants.
  - 3. Necessary appurtenances for utility service as long as they are attached to a permitted structure and do not protrude more than two (2) feet into a required setback.
  
- B. The structures listed below may project into a minimum front or rear yard not more than four (4) feet, and into a minimum side yard not more than two (2) feet, except that they may not obstruct a required driveway or pedestrian access:
  - 1. Cornices, eaves, belt courses, sills, buttresses, or other similar architectural features.
  - 2. Stairways, balconies, door stoops, fire escapes, awnings
  - 3. Planter boxes or masonry planters not exceeding twenty-four (24) inches in height.
  - 4. A covered entry or porch used for the protection of pedestrians entering or leaving a building, provided said structure is not more than one story in height and is entirely open on at least three (3) sides.
  
- C. Buildings that front onto Main Street and that are built within ten (10) feet of the front property line may have canopies with business identification sign area if the following criteria is met:
  - 1. The canopy may protrude a maximum of six feet (6') into the Main Street right-of-way, over areas of sidewalk.
  - 2. The canopy shall not come within seven feet (7') of any parking stall, drive lane, or other portion of the right-of-way used for vehicle access.
  - 3. The total combined length of the canopy or canopies shall not exceed two thirds (2/3) of the building width.
  - 4. The maximum height of the canopy shall not exceed five feet (5').
  - 5. Off-premise signs are expressly prohibited.
  - 6. Canopy sign copy area shall be a maximum of thirty-two (32) sq ft per property.

#### 14-7-107 STRUCTURE HEIGHT

Any lot or parcel with a single family dwelling shall conform to the maximum height requirements of the R-4 subzone. All other uses, shall comply with the following height standards:

- A. ~~For b~~ Buildings located within ~~100-50~~ feet of the street property line on 100 West and 100 East: ~~Building height~~ shall not exceed 35- feet in height as measured at the average grade.
- B. Buildings located between 50 and 200 feet of the street property line on 100 West and 100 East shall not exceed 45 feet in height as measured at the average grade. or 2 stories in height measured at the average grade. Buildings may be constructed one (1) additional foot in height for each additional ten (10) feet t of setback from 100 East and 100 West, as measured from the street property line.  
~~Buildings located at least 100 feet from the street property line of 100 West and 100 East shall not exceed three (3) stories or 45 feet in height measured at the average grade. Buildings may be constructed one (1) additional foot in height for each additional ten (10) feet of setback from 100 East and 100 West as measured from the right of way.~~
- B. Buildings located at least 200 feet from 100 West and 100 East street property line shall not exceed 55 feet ~~or 4 stories~~ in height measured at the average grade.
- C. Maximum height for public and quasi-public buildings shall be approved through the site plan approval process by the land use authority.
- D. Chimneys, ~~flagpoles, towers~~flagpoles, towers, steeples, and similar accessory and architectural elements not used for human occupancy are excluded in determining height, however, the City may limit the height of any protrusion that is found by the City Council to be a public nuisance.
- E. In no case shall the area covered by roof mounted equipment exceed twenty percent (20%) of the roof area. Roof mounted equipment shall be setback from the edge of the roof a minimum of 1 foot for every foot of height. If mechanical equipment is located within roofed and enclosed structures, these structures shall not exceed the maximum height for the zone whether or not these areas are designed for human occupancy.

#### 14-7-108 DISTANCE BETWEEN STRUCTURES

A lot or parcel with a single family or two family dwelling shall conform to the minimum building separation requirements of the R-4 subzone. ~~A two-family dwelling or multi-family dwelling shall meet the minimum building separation criteria of the RM-13 subzone.~~ For all other uses, the minimum separation between structures shall be as required by the International Building Code.

**14-7-109      LANDSCAPING AND PERMISSIBLE LOT COVERAGE**

A.     A lot or parcel with a single family or two family dwelling shall follow the lot coverage requirements of the R-4 subzone. ~~A lot or parcel with a two-family or multi-family dwelling shall conform to the lot coverage criteria of the RM-13 subzone.~~ All others, including multifamily and mixed-use developments, shall conform to the following criteria, in addition to any other requirements of this Title:

1.     All landscaping shall be sprinkled and planted with substantial live plant material for the purpose of buffering, screening, and beautifying the site. At plant maturity, the landscaping should represent, as a minimum standard, compatibility with surrounding developed properties and uses and must be permanently maintained by the owner or occupants.
2.     With the exception of properties fronting on Main Street a minimum ten (10) feet wide landscape buffer shall be required along all frontage areas not occupied by drive accesses.
3.     A minimum ten (10) feet wide landscape buffer shall be established adjacent to a residential property.
4.     Parking, loading, and drive areas shall have a minimum five (5) feet wide landscape buffer when located adjacent to a side or rear property line, except for landscape buffering required between residential uses.
5.     Parking areas shall be landscaped as set forth in this Ordinance.
6.     Approved landscaping must cover a minimum of ten (10) percent of the development site exclusive of any parkstrips in a public right-of-way. In addition to the minimum 10 percent required for all development, mixed use and multifamily uses shall provide an additional 50 square feet of landscaping per residential unit.
7.     Landscaping shall also be installed in all parkstrips to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, rocks, gravel, and other non-vegetative material is not allowed in the parkstrip area between the curb and sidewalk.

B.     During the site plan approval process, the City may require more or less landscaping consistent with the provisions of the adopted Historic Downtown Plan.

**14-7-110      PARKING, LOADING, AND ACCESS**

- A. Each lot or parcel in the (DN) Zone shall have vehicle parking, loading, and access designed to meet the requirements of this Ordinance. In addition to the standards of Chapter 18 of the Land Use Ordinance, the following shall apply to properties in the DN Zoning district.
- a. Off street parking is not permitted in the front setback area and/or between the street and building. Parking shall be located to the side or rear of the building.
  - b. Parking for buildings fronting on Main Street shall be located completely behind the principal structure.
  - c. Required guest parking stalls shall be located in dedicated off-street parking spaces. Driveways and areas located in front of garage doors (for example in townhome style developments) shall not be used to satisfy minimum guest parking requirements.

#### **14-7-111 SITE PLAN APPROVAL**

Except for single family dwellings, site plan approval shall be required for any development in the (DN) Zone as set forth in this Title.

#### **14-7-112 OTHER REQUIREMENTS**

- A. Signs. Any sign erected in the (DN) Zone shall conform to the sign provisions of this Title. Single family and two family dwellings shall conform to the criteria for the R-4 subzone, and multi-family uses shall conform to the criteria for the RM-13 subzone. All others shall conform to the criteria for the DN zone. Pole signs shall not be permitted.
- B. Uses Within Buildings. Any commercial use permitted in the (DN) Zone shall be conducted entirely within a fully enclosed building, except as provided in subsections 1 and 2 below.
- 1. Outdoor Display of merchandise for sale in the downtown area. Businesses located in buildings in the (DN) Zone that have setbacks less than three (3) feet from the public right-of-way may display in the public right-of-way, subject to the following terms and conditions:
    - a. Any display of merchandise on the sidewalk may not exceed three (3) feet into the public right-of-way from the property line of the business, except during the annual "Sidewalk Days" celebration.

There may be no display of merchandise in the planter boxes in the public right-of-way.

- b. During the winter months, a display may not impede snow removal from the sidewalk.
  - c. The display shall not exceed twenty-five percent (25%) of the width of the lot, parcel, or business. However, businesses with less than forty (40) feet of width may have a display not to exceed ten (10) feet in width.
  - d. Only merchandise sold inside the business may be displayed outside.
  - e. No outdoor display shall exceed six (6) feet in height.
  - f. Each display shall be taken down at the end of each business day. The merchant shall be solely responsible for items displayed.
  - g. Each display shall not create a hazard, sight distance, or other problem to pedestrians on the sidewalk or to drivers on the street.
  - h. Displayed merchandise shall not obscure or interfere with any official notice, public safety sign, or device.
2. Any business not listed in subsection 1 may include the outdoor display of merchandise for sale only if all of the following conditions are met:
- a. The outdoor display of merchandise shall not be located upon any sidewalk, walkway, driveway, or within any public right-of-way nor shall it interfere with pedestrian or vehicular movement or with safe and proper ingress and egress of pedestrian traffic.
  - b. The outdoor display of merchandise shall not reduce the amount of off-street parking below that which is required for the associated commercial uses on the premises.
  - c. No item shall be displayed outdoors except for those lawfully displayed and sold inside the business or businesses located on the property. No hazardous and/or flammable materials (such as antifreeze, kerosene, poisons, pesticides and other similar items) may be displayed outdoors.

- d. The aggregate outdoor display area shall not exceed twenty-five (25) percent of the linear frontage of the store front or 10 linear feet, whichever is greater. A business located on a corner shall be considered as having two (2) store fronts.
- e. No outdoor display shall exceed six (6) feet in height.
- f. A maximum of fifty (50) percent of the aggregate outdoor display area may be located in any required landscaping.
- g. Items shall be displayed outdoors only during the hours that the business conducting the display is open to the public. Live plant material shall be exempt from this requirement.
- h. Additional signs, beyond those allowed by this Title, shall not be allowed as part of the outdoor display and sales area.
- i. Outdoor displays for special sales or for one of a kind items which would exceed any of these requirements may be granted a special permit by the Planning Director for a period not to exceed fourteen (14) days provided such special displays do not create parking, access, or traffic hazards.

C. Structure Design and Materials.

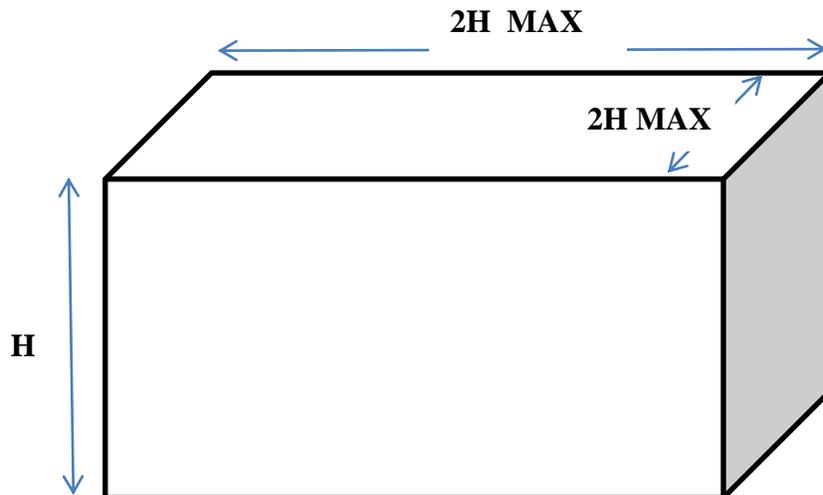
Any structure, except for single and two family dwellings, shall meet the minimum design criteria as set forth in this Title. In addition, the following shall apply.

1. Exteriors shall be maintenance free wall material such as high quality brick, natural stone, weather resistance stucco or masonite type material, or non-wood siding. Stucco, masonite or siding may not exceed fifty (50) percent of the exterior.
2. Each residential units shall have some private outdoor space in the form of a balcony or patio.
3. The primary entrance of a building must be oriented to face a street, public plaza or approved pedestrian-way. Ground floor residential units located adjacent to the street shall have the primary entrance oriented toward the street.
4. Primary Entrance Design: Primary entrance design shall consist of at least two (2) of the following design elements, or a comparable substitute, at the

- primary entrance, so that the primary entrance is architecturally prominent and clearly visible from the abutting street.
- a. Architectural details such as arches, friezes, tile work, canopies, or awnings
  - b. Integral planters or wing walls that incorporate landscape or seating.
  - c. Recessed entrances that include a minimum step back of two feet (2') from the primary facade and that include glass on the sidewalls.
5. All buildings must meet the ground with some form of base element or detailing to visually connect the building to the landscape. The base element may be smooth concrete (architectural grade), masonry, or stone.
6. Blank walls shall be prohibited on street-facing facades. At least 50 percent of the width of a new or reconstructed first story building wall facing a street shall be devoted to pedestrian entrances, display windows or windows affording views into retail, office, restaurant, or lobby space. All development shall provide ground floor windows on the building facade and adjacent to a public or private street. Darkly tinted windows and mirrored windows are prohibited as ground floor windows.
7. To preclude large expanses of uninterrupted building surfaces, exterior elevations shall incorporate design features such as offsets, balconies, projections, or similar elements along each face of the building facing a public right-of-way or public plaza. Along the vertical face of the structure, offsets shall occur at a minimum of every 25 feet by providing any two of the following:  
(1) Recesses (elevated decks, patios, entrances, etc.) with a minimum depth of four (4) feet, or  
(2) Extensions (elevated decks, patios, entrances, floor area, etc.) with a minimum depth of four (4) feet, or  
(3) Offsets or breaks in roof elevations of three (3) or more feet in height.
- 3.—8. Buildings with parking located on the ground floor within the footprint of the structure shall incorporate design features into street facing facades that are consistent with the remainder of the building design and that are pedestrian oriented. Features shall include elements typical of a front façade, including doors, false windows, planters, and/or architectural details providing articulation. False windows shall be integrated into the framing of the building and shall not consist of surface mounted features such as tacked on display cases. Required venting for parking areas, including louvered openings, shall not be located along a street facing façade.

9. Ground Floor Use Requirement: For buildings located at least 200 feet from 100 West and 100 East At least 50 percent of the the ground floor story ground floor story of structures located adjacent to the street shall be built to accommodate an allowed commercial, institutional, or public use. Required ground floor use shall be located along and oriented toward street frontages and shall be a minimum horizontal depth of 25 feet as measured from the front face of the building. With the exception of buildings fronting on Main Street, residential uses may be permitted within the required area in lieu of the required use, if the ground floor is designed so that it can be converted to an allowed commercial use in the future. To accommodate this conversion, the shell space of the ground floor shall be built to an occupancy standard required by the adopted Building Code that can accommodate conversion of the interior of the space to a future permitted commercial use. The following additional requirements shall apply to the ground floor space if used for residential uses:
- (A) The shell space shall be at least twelve feet (12') in height measured from floor deck to floor deck;
  - (B) Each ground floor unit shall have a direct entrance from the sidewalk to the unit;
  - (C) Each ground floor unit shall be ADA accessible; and
  - (D) Each ground floor unit shall include a porch, patio, stoop or other entrance feature that is a minimum depth of at least five feet (5').
10. The overall width or depth of a mixed use or multi-family residential building shall not exceed twice the maximum building height allowed. In cases where two building height standards apply based on setbacks, the 2:1 ratio shall be calculated from the highest possible height allowed for the building. See Figure 14-7-112-C.

**Figure 14-7-112-C**



~~4. Multifamily residential buildings located along 100 East and 100 West shall incorporate architectural features consistent with single family residential design such as pitched roofs, gable roofs, dormers, overhanging eaves, etc., into the design of the structures.~~

D. Neighborhood Compatibility.

Each structure, except for existing single and two family dwellings, shall be designed consistent with the adopted Historic Downtown Bountiful Master Plan, particularly with regard to building height, architecture, landscaping, and building mass.

E. Trash Storage. No trash, used materials, wrecked or abandoned vehicles, or equipment shall be stored in an open area. With the exception of single family and two family dwellings, each development in the (DN) Zone shall be required to have adequate, on-site, screened refuse containers maintained in a location approved as part of the site plan.

F. Walls and Fences.

Any wall or fence erected around a commercial development or mixed use development shall comply with the requirements of the (C-G) zone. Any multi-family development shall comply with the requirements for the RM-13 subzone. Any single family and two family developments shall comply with the provisions of the R-4 subzone.

#### **14-7-120 PERMITTED ADJUSTMENTS TO REQUIRED PARKING**

A. Downtown Parking District Defined. The Downtown Parking District consists of those properties located within the (DN) Zone.

B. Proximity of Parking to Use. Required parking spaces for residential uses must be located on site. Required parking spaces for nonresidential uses must be located on site or in parking areas within five hundred feet (500') of the development site property boundary. Off-site nonresidential parking is allowed if the following documentation is submitted in writing to the land use authority as part of a building or zoning permit application or land use review:

1. The names and addresses of the uses and of the owners or tenants that are sharing the parking;
2. The location and number of parking spaces that are being shared;

3. An analysis showing that the parking area will be large enough for the anticipated demands of both uses; and
  4. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.
- C. Joint Use Parking. Joint use of required parking spaces may occur where two (2) or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing to the land use authority as part of a building or zoning permit application or land use review:
1. The names and addresses of the uses and of the owners or tenants that are sharing the parking;
  2. The location and number of parking spaces that are being shared;
  3. An analysis showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and
  4. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.
- D. No parking calculation which includes the parking areas owned by the Bountiful Redevelopment Agency gives any right of possession, any real estate interest, or contract right or right of way on any Redevelopment Agency property.

**SECTION 2.** City ordinances in conflict with these provisions are hereby repealed. However, all provisions in force immediately prior to this ordinance shall continue in force hereafter for the purpose of any pending legal action, all rights acquired, and any liabilities already incurred.

**SECTION 3.** If any portion of this Ordinance is declared illegal or unconstitutional, the remainder shall remain in full force and effect.

**SECTION 4.** This ordinance shall take effect immediately upon first publication.

**Adopted by the City Council of Bountiful, Utah, this 27<sup>th</sup> day of February, 2018.**

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Randy C. Lewis, Mayor

ATTEST:

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Shawna Andrus, City Recorder