

BOUNTIFUL CITY COUNCIL

TUESDAY, October 10, 2023

6:30 p.m. – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

The meeting is also available to view online, and the link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

6:30 p.m. – Work Session

1. Lumen franchise agreement update – Mr. Gary Hill

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7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held September 26, 2023
4. BCYC report
5. Council reports
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid September 20 & 27, 2023
 - b. August 2023 financial report
7. UDOT I-15 presentation – Mr. Gary Hill
8. Consider approval of the purchase of a John Deere 744 K loader from John Deere Financial in the amount of \$51,277 – Mr. Charles Benson
9. Consider approval of the purchase of five police vehicles in the total amount of \$224,001 – Chief Ed Biehler
10. Consider approval of a contract with Gould Plus Architecture for the remodel of the Police Department restrooms in the amount of \$21,400 – Chief Ed Biehler
11. Consider approval of a lot line adjustment to lots 18 and 19 of the Oak Hollow Subdivision, 515 East and 551 East 3550 South – Mr. Francisco Astorga
12. Consider approval Ordinance 2023-06 which modifies the Commercial Use Table in the Land Use Code – Ms. Amber Corbridge
 - a. Public Hearing
 - b. Action
13. Consider approval of Ordinance 2023-07 which rezones the property at 1480 South Orchard Drive from R-4 (Single Family Residential) to C-N (Neighborhood Commercial) – Ms. Amber Corbridge
 - a. Public Hearing
 - b. Action
14. Consider approval of a liquor license for Number One Thai Fusion located at 575 West 500 South – Mr. Francisco Astorga
15. Adjourn

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City Recorder

City Council Staff Report



Subject: Lumen Franchise Agreement

Author: Gary Hill

Department: Administration

Date: October 10, 2023

Background

Lumen (formerly CenturyLink) and its predecessors have provided telecommunication services within Bountiful for many years. These services have been authorized through two different agreements with the City:

- A 1936 pole attachment agreement with Mountain States Telephone and Telegraph
- A 1965 Franchise Agreement, also with Mountain States T&T

Earlier this year Lumen began a project to install residential fiber-optic data services throughout the city. Through conversations with Lumen's representatives, we became aware that these services are not covered under any existing franchise agreements. Lumen is now seeking a new franchise agreement with the city in order to provide fiber internet services.

Analysis

Power Director Allen Johnson and I met in person with Lumen representatives in August to understand Lumen's construction and installation plans and to discuss concerns with their existing practices. Included in these concerns are some of the following items:

- Hundreds of pole attachment requests left uncompleted.
- Delays in responding to requests to remove lines during scheduled construction.
- Delays in responding after emergencies .
- Concerns about adding additional weight to older power poles.

We shared the City's expectation that these (and other) issues would need to be dealt with while working through a new franchise agreement and might possibly include the need for a new pole attachment agreement. We also explained that no new permits for construction would be issued until any required agreements were executed. Lumen's representatives were respectful and indicated they were eager to address the issues including pole attachments.

Staff plans to discuss the issues to be resolved and answer questions from the City Council at the work session on October 10th.

Significant Impacts

None at this time.

Recommendation

This item is for discussion only. Staff would like the City Council's input before moving forward with drafting a new franchise agreement.

Attachments

- Pole Attachment Agreement with Mountain States Telephone and Telegraph
- Ordinance 65-7: Franchise Agreement with Mountain States Telephone and Telegraph

Bountiful City
&
U.S. West
Joint Pole Agreement

CONFIDENTIAL

Dated: February 26, 1936

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

TELEPHONE WASATCH 3841

SALT LAKE CITY, UTAH

UTAH PLANT SUPERINTENDENT
C. C. HARMON

February 26, 1936

Mayor J C Stocks
Bountiful, Utah

Honorable Sir:

We are enclosing the original and one copy of an agreement covering joint use arrangements between Bountiful City and the Mountain States Telephone and Telegraph Company.

As you will note, this agreement has been executed by the Telephone Company. If it meets with your approval will you kindly affix your signature to complete the agreement and return one copy to us.

Yours truly,


Utah Plant Superintendent

Encl.

AGREEMENT

This Agreement, made this First day of January, 1936, by and between BOUNTIFUL CITY, a Municipal Corporation of the State of Utah, hereinafter called the "Electric Company", party of the first part, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a corporation of the State of Colorado, hereinafter called the "Telephone Company", party of the second part.

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company desire to cooperate in accordance with the "Principles and Practices for the Joint Use of Wood Poles by Supply and Communication Companies" issued February 15, 1926, by the Joint General Committee of the National Electric Light Association and Bell Telephone System, and to establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement, the following terms when used herein, shall have the following meanings:

STANDARD SPACE is the following described space on a joint pole for the exclusive use of each party, respectively.

(except only as to the portion of its said space which, by the terms of the annexed specifications, may be occupied by certain attachments therein described of the other party):

1. For the Electric Company, the uppermost
Three feet;

2. For the Telephone Company, a space of three feet at a sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the specifications referred to in Article VI, and at a sufficient height above the ground to provide the proper vertical clearance for the lowest horizontally run line wires or cables attached in such space.

STANDARD JOINT POLE MEANS a pole which is just tall enough to provide standard space for the respective parties as aforesaid. Specifically, a standard joint pole under this agreement shall be a 35 foot class #5 (6") wood pole.

ARTICLE II

SCOPE OF AGREEMENT

This agreement shall be in effect in the following described territory: All Bountiful City and surrounding territory, and shall cover all wood poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided. Each party reserves the right to exclude from joint use (1) poles which, in the Owner's judgment are necessary for its own sole use; and (2) poles which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE III

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

(a) Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefor, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, the Owner shall notify the Applicant in writing, whether or not said pole is of those excluded from joint use under the provisions of Article II. Upon receipt of notice from the Owner that said pole is not of those excluded, and after the completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacements as provided in Article IV (a), the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this agreement.

(b) Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, (including any tree trimming or cutting incidental thereto) at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

ARTICLE IV

ERECTING, REPLACING OR RELOCATING POLES

(a) Whenever any jointly used pole, or any pole about to be used under the provisions of this agreement, is insufficient in size or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

(b) Whenever it is necessary to change the location of a jointly used pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give notice thereof in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed relocation, and the licensee shall, at the time so specified, transfer its attachment to the pole at the new location.

(c) Whenever either party hereto is about to erect new poles within the territory covered by this agreement, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line, it shall notify the other in writing at least ten days before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of circuits it will use thereon. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the Owner does not wish to exclude the poles from joint use under the provision of Article II, then poles suitable for the said joint use shall be erected in accordance with the provisions of paragraphs (d) and (e) of this Article.

(d) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement, to the end that each party hereto shall at all times own approximately one-half the total number of poles jointly used under this agreement, due regard being given to the desirability of avoiding mixing ownership in any given line. In the event of disagreement, as to ownership, the party then owning the smaller number of joint poles under this agreement, shall erect the new joint poles and be the owner thereof.

(e) The costs of erecting new joint poles coming under this agreement, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:

1. A standard joint pole, or a joint pole shorter than the standard, shall be erected at the sole expense of the Owner.
2. A pole taller than the standard, the extra height of which is due wholly to the Owner's requirements shall be erected at the sole expense of the Owner.
3. In the case of a pole taller than the standard, the extra height of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard joint pole, the rest of the cost of erecting such pole to be borne by the Owner.
4. In the case of a pole taller than the standard, the extra height of which is due to the requirements of both parties, the Licensee shall pay to the Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard joint pole, the rest of the cost of erecting such pole to be borne by the Owner.
5. In the case of a pole taller than the standard, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, one-half of the excess cost of such pole due to such requirements shall be borne by the Licensee; the rest of the cost of such pole to be borne as provided in that one of the preceding paragraphs 1, 2, 3 or 4, within which it would otherwise properly fall.

(f) In any case where a pole is erected hereunder to replace another pole solely because such other pole is not tall enough to provide adequately for the Licensee's requirements, and where such other pole, whether it carry space

reserved for the Licensee's use or not, had at the time of its erection, been pronounced by the Licensee as satisfactory and adequate for its requirements, the Licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable by the Licensee under paragraphs 3, 4 or 5 of Section (e) of this Article, a sum equal to the then value in place of the pole which is replaced and the pole removed shall thereupon become the property of the Licensee.

(g) Any payments made by the Licensee under the foregoing provisions of this Article for poles taller than standard shall be in lieu of increased rentals and shall not in any way affect the ownership of said pole.

(h) When replacing a jointly used pole carrying terminals of aerial cable, underground connections or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary to set in a different location.

ARTICLE V

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party desires to change the character of its circuits on jointly used poles, such party shall give ninety days notice to the other party of such contemplated change and in the event that the party agrees to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the attached specifications hereinafter referred to as Exhibit "A" for the character of circuits involved. In the event, however, that the other party fails within thirty days from receipt of such notice to agree in writing to such change then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine the most practical and economical method of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.
2. The cost of reestablishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use at the time such change was decided upon, shall be equitably apportioned between the parties hereto. In the event of disagreement as to what constitutes an equitable apportionment of such cost, the Licensee shall bear the said net costs.

Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall vest in the party for whose use it is

constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include among other items the cost of the new pole line including rights of way, the cost of removing attachments from the old poles to the new location and the cost of placing the attachments on the poles in the new location.

ARTICLE VI

SPECIFICATIONS

Except as otherwise provided in Section (b) of Article VIII the joint use of the poles covered by this agreement shall at all times be in conformity with the terms and provisions of the attached specifications marked Exhibit "A" and hereby made a part hereof.

ARTICLE VII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

No guarantee is given by the Owner of permission from property owners or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon thirty days notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, within sixty days after receipt of said notice, remove its attachments from such poles at its sole expense. Should the Licensee fail to remove its attachments as herein provided, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall, at its own expense, maintain its joint poles in a safe and serviceable condition, and in accordance with the attached specifications marked Exhibit "A" and shall replace, subject to the provisions of Article IV, such of said poles as become defective. Except as otherwise provided in Section (b) of this Article, each party shall, at its own expense, at all times maintain all of its attachments in accordance with said specifications marked Exhibit "A" and keep them in safe condition and in thorough repair; provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement, and carried on the street side of any pole, so as to occupy the field side thereof.

(b) Any existing joint use construction of the parties hereto which does not conform to the said specifications shall be brought into conformity therewith as follows:

Within one year from the date of this agreement Ten Percent (10%) of the poles involved in such existing joint use construction, and the attachments on said poles, and thereafter Ten percent (10%) per annum shall be brought into conformity with said specifications; provided, however, that this provision shall not be so applied as to require any then existing cables carried on the street side of any such poles to be rearranged to occupy the field side thereof.

When such existing joint use construction shall have been brought into conformity with said specifications, it shall at all times thereafter be maintained as provided in Section (a) of this Article.

The cost of bringing such existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Section (b) of Article III and Section (e) of Article IV.

ARTICLE IX

ABANDONMENT OF JOINTLY USED POLES

(a) If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole or of any attachments thereon; and shall pay to the Owner a sum equal to the then value in place of such abandoned pole or poles or such other equitable sum as may be agreed upon between the parties. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article IV (E) when the pole was originally set.

(b) The Licensee may at any time abandon the use of a joint pole by giving due notice thereof in writing to the Owner and by removing therefrom any and all attachments it may have thereon. The Licensee shall in such case pay to the Owner the full rental for said pole for the then current year.

ARTICLE X

RENTALS

The Licensee shall pay to the Owner as rental for

the use of each any every pole any portion of which is occupied by or specifically reserved at the Licensee's request for, the attachments of the Licensee TWO & 50/100 (\$2.50) DOLLARS per pole per annum.

Rental payments hereunder shall cover rentals accruing during the calendar year and shall be based on the space which is occupied or reserved on the first day of July of the year in which the rentals accrue. Within ninety days following such date, each party shall submit a written statement to the other party giving the number of poles on which space was occupied by or reserved for the other party as of such date. Rental payment shall be made within ninety days of the receipt of such statement.

ARTICLE XI

PERIODICAL READJUSTMENT OF RENTALS

At the expiration of five years from the date of this agreement, and at the end of every five year period thereafter, the rental per pole per annum thereafter payable hereunder shall be subject to readjustment at the request of either party made in writing to the other not later than thirty days before the end of any such five year period. If within sixty (60) days after the receipt of such a request by either party from the other, the parties hereto shall fail to agree upon a readjustment of such rental, then the rental per pole per annum so to be paid shall be an amount equal to one-half (1/2) of the then average total annual cost per pole of providing and maintaining the standard joint poles covered by this agreement. In case of a readjustment of rentals as herein provided, the new rentals shall be payable until again readjusted.

ARTICLE XII

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy jointly used poles, and if such default shall continue for a period of ninety days after such suspension, the other party hereunder may forthwith terminate this agreement as far as concerns future granting of joint use.

If either party shall make default in the performance of any work which it is obligated to do under this contract at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such payment within ninety (90) days upon presentation of bills therefor shall, at the election of the

other party, constitute a default under the first clause of this article.

ARTICLE XIII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

1. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of section (b) of Article VIII shall not be deemed to be in violation of said specifications during the period of such exemption.

2. Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

3. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons other than employees of either party, and for one-half (1/2) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

4. Where, on account of injuries of the character described in the preceding paragraphs of this article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding paragraphs numbered 1 and 2 and shall be paid by the parties hereto accordingly.

5. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

6. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others, not parties to this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

ARTICLE XV

SERVICE OF NOTICES

Wherever in this agreement notice is provided to be given by either party hereto to the others such notice shall be in writing and given by letter mailed, or by personal delivery, to the electric Company at its office at Bountiful, Utah, or to the Telephone Company at its office at Salt Lake City, Utah, as the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XVI

TERM OF AGREEMENT

Subject to the provisions of Article XII herein, this agreement may be terminated, so far as concerns further granting of joint use by either party, after the first day of January, 1937, upon one (1) year's notice in writing to the other party provided, that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon one year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage; or in case of such lease, transfer, merger, or consolidation its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVIII

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of poles upon a rental basis within the territory covered by this agreement are, by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

Attest

Lloyd Hiley

COUNTY CLERK

H. Stocks

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.

Attest

M. J. Sullivan
ASSISTANT SECRETARY

Harold C. Moore
ASSISTANT VICE PRESIDENT

APPROVED AS TO FORM

FEB 14 1936

[Signature]
General Attorney
[Signature]

AN ORDINANCE granting to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right and privilege to construct, erect, operate and maintain over and under the streets, alleys, and public ways in the City of Bountiful wires, cables and underground conduits, and to conduct a general telephone business.

BE IT ORDAINED by the City Council of the City of Bountiful, Utah:

SECTION 1. There is hereby granted to The Mountain States Telephone and Telegraph Company, a corporation, its successors and assigns, for a period of 25 years from and after the effective date of this ordinance, the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, under and over the streets, alleys, public ways and public places, now or hereafter laid out or dedicated, and all extensions thereof and additions thereto in the City of Bountiful, poles, wires, cables, underground conduits, manholes and other fixtures and equipment necessary or proper for the maintenance and operation in said City of a telephone exchange and lines connected therewith; provided however, that no poles or other fixtures shall be placed where the same will interfere with any gas mains, electric light or power lines, sewer lines, water hydrant or water main; and the Company, before constructing any such facilities, shall furnish to the City Engineer complete drawings of any such construction, and the City shall keep and maintain permanent records of the location and character of the Company's facilities and their relationship to those of the City and other public utilities, in order that there will be no interference between these facilities. All such poles or other fixtures placed on any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in the alleys shall be placed close to the line of the lot abutting on said alleys; such equipment or fixtures in any event shall be placed in such a manner as not to interfere with the usual travel on said streets, alleys and public ways; provided further that the Company will comply with any reasonable request of the City to relocate any of its facilities located on city streets at the Company's sole cost and expense.

SECTION 2. During the life of this franchise the Company shall be subject to all lawful exercise of the police power by the City

and to such reasonable regulations thereunder as the City may by ordinance hereafter provide. It is expressly understood and agreed by and between the said Company and the City that the Company shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever resulting from negligence on the part of the Company in the construction and maintenance of its telephone system in the City. The City shall notify the Company's representative within ten days after the presentation of any claim or demand either by suit or otherwise made against the City on account of any negligence as aforesaid on the part of the Company but failure or delay of notice shall not release the Company of the liability herein referred to.

SECTION 3. Any person or corporation desiring to move a building or other improvement along, or to make any unusual use of the streets, alleys and public ways of the City which, in movement or use, would interfere with the poles, wires or other fixtures of the Company or the City, shall first give notice to the Company or the City, as the case may be, and shall pay to the Company or the City, as the case may be, a sum sufficient to cover the expenses and damage incident to the cutting, altering and moving the wires or other fixtures of the Company or the City, and shall make application for a permit from the City for such movement or use. Before a permit is given by the City therefor, the applicant shall present a receipt from the Company showing such payment. Thereupon, the Company, upon presentation of the said permit, shall within 48 hours thereafter provide for and do such cutting, altering and moving of the wires or other fixtures of said Company as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the City,

SECTION 4. It is expressly understood and agreed by the City that the enactment of this franchise and its acceptance by the Company was and is made upon the express condition and understanding that neither the said enactment or the grant or acceptance of this franchise shall constitute a waiver upon the part of the Company of any rights or claims had or made by said Company with respect to the occupance of the streets, alleys and public places of the City under the law of the Territory of Utah and under the constitutional and general statutes of the State of Utah, nor shall anything in this franchise in anywise prejudice or impair any rights or claims existing independently of this franchise of said Company or its predecessors or successors with respect to the construction, operation and maintenance, either before or after the life of this franchise, of a telephone system in said City.

SECTION 5. In further consideration for the franchise herein granted, the Company during the life of this franchise shall pay to the City 1 per cent of the gross revenue derived by the Company from all local exchange service revenue received from subscribers located within the City of Bountiful and directly connected with the switchboard or switchboards of the Company located in said City. Payments shall be made on or before sixty days after January 1 and July 1 of each year, based upon the revenue for the respective six months period next preceding the aforementioned dates of each year. For the purpose of verifying said revenue, the books of the Company pertaining thereto shall be open to inspection by duly authorized representatives of the City at all reasonable times, upon the giving of reasonable notice of intention to inspect such books.

of said acceptance, the City Recorder, by letter addressed to the Secretary of said Company at Denver, Colorado, shall acknowledge the receipt of said acceptance.

SECTION 8. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Passed and adopted by the City Council of the City of
Bountiful this 21st day of July, 65.

Attest:

Arden F. Jensen
DEPUTY City Recorder

Walt A. Smith
Mayor

STATE OF UTAH)
): ss.
)

I, ARDEN F. JENSON ^{DEPUTY}
~~Bruce W. Parkin~~, City Recorder of Bountiful,

do hereby certify that the above and foregoing is a full, true and correct copy of an ordinance entitled, "An ordinance granting to the Mountain State Telephone and Telegraph Company, its successors and assigns, the right and privilege to construct, erect, operate and maintain over and under the streets, alleys, and public ways in Bountiful, Utah, wires, cables and underground conduits, and to conduct a general telephone business." Passed by the City Council of Bountiful, Utah
_____ as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this 21st day of July,
1965.

Arden F. Jensen
DEPUTY City Recorder

PROOF OF PUBLICATION

Davis County Clipper

United States of America

County of Davis, State of Utah, ss:

LUCILE STAHLÉ, being first duly sworn, deposes and says, that she is the assistant manager of the CLIPPER PUBLISHING COMPANY, a Utah Corporation, publisher of the DAVIS COUNTY CLIPPER, a weekly newspaper, published and printed at Bountiful, in Davis County, State of Utah.

That the Notice

Ordinance No. 65-7.

a true copy of which is hereto attached, was first published in said newspaper in its issue dated the 23 day July 1965, and was published in each successive issue of said newspaper, on FRIDAY for 0 weeks thereafter, the full period of 1 insertion, the last publication thereof being dated the 23 day July, 1965.

"PROBATE AND GUARDIANSHIP NOTICES"

Under the heading "Probate and Guardianship Notices" consult County Clerk or the respective parties or signers for further information, and as far as possible on one column in the alphabetical order of the surname of descendants and wards.

Lucile Stahlé

Subscribed and sworn to before me this 12 day of August, 1965.

John Stahlé, Jr.

Notary Public at Bountiful, Utah

6A

Bountiful, Utah, Friday, July 23, 1965

hereafter laid out or dedicated, and all extensions thereof and additions thereto in the City of Bountiful, poles, wires, cables, underground conduits, manholes and other fixtures and equipment necessary or proper for the maintenance and operation in said City of a telephone exchange and lines connected therewith; provided however, that no poles or other fixtures shall be placed where the same will interfere with any gas mains, electric light or power lines, sewer lines, water hydrant or water main; and the Company, before constructing any such facilities, shall furnish to the City Engineer complete drawings of any such construction, and the City shall keep and maintain permanent records of the location and character of the Company's facilities and their relationship to those of the City and other public utilities, in order that there will be no interference between these facilities. All such poles or other fixtures placed on any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in the alleys shall be placed close to the line of the lot abutting on said alleys; such equipment or fixtures in any event shall be placed in such a manner as not to interfere with the usual travel in said streets, alleys and public ways; provided further that the Company will comply with any reasonable request of the City to relocate any of its facilities located on City streets at the Company's sole cost and expense.

SECTION 2. During the life of this franchise the Company shall be subject to all lawful exercise of the police power by the City and to such reasonable regulations thereunder as the City may by ordinance hereafter provide. It is expressly understood and agreed by and between the said Company and the City that the Company shall save the City harmless from all loss sustained by the City on account of any suit,

judgment, execution, claim or demand whatsoever resulting from negligence on the part of the Company in the construction and maintenance of its telephone system in the City. The City shall notify the Company's representative within ten days after the presentation of any claim or demand either by suit or otherwise made against the City on account of any negligence as aforesaid on the part of the Company but failure or delay of notice shall not release the Company of the liability herein referred to.

SECTION 3. Any person or corporation desiring to move a building or other improvement along, or to make any unusual use of the streets, alleys and public ways of the City which, in movement or use, would interfere with the poles, wires or other fixtures of the Company or the City, shall first give notice to the Company or the City, as the case may be, and shall pay to the Company or the City, as the case may be, a sum sufficient to cover the expenses and damage incident to the cutting, altering and moving the wires or other fixtures of the Company or the City, and shall make application for a permit from the City for such movement or use. Before a permit is given by the City therefor, the applicant shall present a receipt from the Company showing such payment. Thereupon, the Company, upon presentation of the said permit, shall within 48 hours thereafter provide for and do such cutting, altering and moving of the wires or other fixtures of said Company as may be necessary to allow such moving or other unusual use of the streets, alleys and public ways of the City.

SECTION 4. It is expressly understood and agreed by the City that the enactment of this franchise and its acceptance by the Company was and is made upon the express condition and understanding that neither the said enactment or the grant or acceptance of this franchise shall constitute a waiver upon the part of the Company of any rights or claims had or

the City 1 per cent of the gross revenue derived by the Company from all local exchange service revenue received from subscribers located within the City of Bountiful and directly connected with the switchboard or switchboards of the Company located in said City. Payments shall be made on or before sixty days after January 1 and July 1 of each year, based upon the revenue for the respective six months period next preceding the aforementioned dates of each year. For the purpose of verifying said revenue, the books of the Company pertaining thereto shall be open to inspection by duly authorized representatives of the City at all reasonable times, upon the giving of reasonable notice of intention to inspect such books.

SECTION 6. In consideration of the payments hereinabove provided for, it is expressly understood and agreed by the City and the Company that the payments so provided in Section 5 hereof shall be in lieu of any and all other franchise, license, privilege, occupation, or any other form of excise or revenue tax (except general ad valorem property taxes and special assessment for local improvements), based upon or measured by the revenue, employees, payroll, property, poles, wires, instruments, conduits, pipes, fixtures or other appurtenances of the Company, and all other property or equipment of the Company or any part thereof; provided that said payments shall continue only so long as the Company is not prohibited from making the same by any lawful authority having jurisdiction in the premises, and so long as the City does not charge, levy or collect, or attempt to charge, levy or collect any of the forms of taxes specified above in this paragraph; and if any lawful authority having jurisdiction in the premises shall hereafter prohibit such payment or payments, or if the City does levy, charge or collect or attempt to levy, charge or collect any of the forms of taxes specified in this paragraph, the obligation to make such payments as hereinbefore provided shall

ORDINANCE NO. 65-7

AN ORDINANCE granting to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right and privilege to construct, erect, operate and maintain over and under the streets, alleys, and public ways in the City of Bountiful wires, cables and underground conduits, and to conduct a general telephone business.

BE IT ORDAINED by the City Council of the City of Bountiful, Utah:

SECTION 1. There is hereby granted to The Mountain States Telephone and Telegraph Company, a corporation, its successors and assigns, for a period of 25 years from and after the effective date of this ordinance, the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, under and over the streets, alleys, public ways and public places, now or

Minutes of the
BOUNTIFUL CITY COUNCIL
September 26, 2023 – 5:00 p.m.

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

Joint Meeting with Planning Commission – 5:00 p.m.
City Hall Basement Multi-Purpose Room

Present:	Mayor	Kendalyn Harris
	Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
	Planning Commissioners	Lynn Jacobs, Krissy Gilmore, Beverly Ward, Jim Clark
	City Manager	Gary Hill
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	Planning Director	Francisco Astorga
	Senior Planner	Amber Corbridge
	Assistant Planner	Jonah Hadlock
	Planning Tech./Admin. Asst.	Taelor Hoyt
	Recording Secretary	Maranda Hilton
Excused:	Planning Commissioners	Alan Bott, Sean Monson

Mr. Francisco Astorga called the meeting to order at 5:04 p.m. and turned the time over to Mr. Joe Moss from Logan Simpson Design.

JOINT GENERAL PLAN DISCUSSION WITH PLANNING COMMISSION

Mr. Joe Moss presented a brief overview of the General Plan updating process and explained that the consultants are now in the drafting stage of the plan. He added that there will still be opportunities for the public to give input. He presented the vision statement that was drafted with help from the Council, Planning Commission and steering committee: “Bountiful provides a high quality of life for residents. Bountiful has a vibrant Main Street, abundant recreation opportunities, an array of housing options, and locally focused retail. All of which is in a safe, family-friendly, and welcoming community that is the anchor of South Davis County.” He then went through each of the six proposed “Guiding Principles” associated with the vision statement and had Councilmembers and Planning Commissioners give input, rank aspects of them, and discuss them. The six guiding principles are:

1. “A welcoming community built for everyone regardless of age or income”
2. “A business-friendly community that serves the community with a variety of locally focused services, shopping, and entertainment options”
3. “A connected community with complete networks for pedestrians, bicycles, transit, and vehicles.”
4. “An active community with diverse outdoor recreational opportunities and access to our

1 mountain backyard”

2 5. “An efficient and resilient community with effective utilities and robust services”

3 6. “A friendly community with lively community events, and neighborly connections”.

4
5 Following the discussion, Mr. Moss announced that the next steps in the process will be
6 another steering committee meeting in October, another joint session tentatively scheduled for
7 November, release of a rough draft plan to the public, and then adoption hearings in December.

8
9 The meeting ended at 6:54 p.m.

10
11
12 **Regular Meeting – 7:00 p.m.**
13 **City Council Chambers**

14	Present:	Mayor	Kendalyn Harris
15		Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard
16			Higginson, Cecilee Price-Huish
17		City Manager	Gary Hill
18		City Attorney	Clinton Drake
19		City Engineer	Lloyd Cheney
20		Planning Director	Francisco Astorga
21		Finance Director	Tyson Beck
22		Streets Director	Charles Benson
23		Police Chief	Ed Biehler
24		Police Lt.	Andrew Smith
25		Power Director	Allen Johnson
26		Parks Director	Brock Hill
27		IT Director	Greg Martin
28		Computer Technician	Sheldon Hunt
29		Recording Secretary	Maranda Hilton
30			
31			
32			

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

34 Mayor Harris called the meeting to order at 7:02 p.m. and welcomed those in attendance. Ms.
35 Pam Edwards led the Pledge of Allegiance and Pastor Josiah Walker, Redeeming Life Church,
36 offered a prayer.

37
38 **PUBLIC COMMENT**

39 The public comment section was opened at 7:05 p.m.

40
41 No comments were made.

42
43 The public comment section was closed at 7:05 p.m.

44
45 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD SEPTEMBER 12,**
46 **2023**

1 Councilmember Bradshaw made a motion to approve the minutes from the meeting held
2 September 12, 2023 and Councilmember Higginson seconded the motion. The motion passed with
3 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”
4

5
6 **COUNCIL REPORTS**

7 Councilmember Higginson did not have a report.

8 Councilmember Bahr did not have a report.

9 Councilmember Price-Huish reported that the BDAC recently opened five new exhibits and
10 they are doing a collaboration with the Bountiful History Museum which is staying open late on
11 Monday evenings. She encouraged everyone to go see the new art exhibits and check out the History
12 Museum afterwards.

13 Mayor Harris reported that the South Davis Metro Fire District voted on and passed an 18.6%
14 tax increase, with all of the increase going toward firefighter pay. The South Davis Sewer District is
15 facing stricter regulations from the Division of Water Quality and will be proposing its own tax
16 increase to help pay for the necessary treatment plant upgrades. The Truth in Taxation hearing will be
17 held December 7, 2023, at 6:00 p.m.

18 Councilmember Bell reported that the local Gibbons Family music group will be putting on a
19 Christmas Concert on December 19, at Woods Cross High School, the proceeds of which will be
20 used to fund the Summer Concert Series. Tickets are available on the City website or at
21 www.showtix4u.com and cost \$20 each. He encouraged everyone to go to the concert.

22 Councilmember Bradshaw reported that the South Davis Recreation District’s Truth in
23 Taxation hearing will be held November 6, 2023, at 6:00 p.m. in the community rooms on the second
24 floor of the Recreation Center. The proposed increase will be 142%. She stated she still continues to
25 have concerns about both the tax increase and the ongoing financial strength of the District.
26

27 **CONSIDER APPROVAL OF:**

28 **A. EXPENDITURES GREATER THAN \$1,000 PAID SEPTEMBER 6 & 13, 2023**

29 **B. JULY 2023 FINANCIAL REPORT**

30 Councilmember Higginson made a motion to approve the expenditures paid September 6 &
31 13, 2023, and the July financial report. Councilmember Bell seconded the motion, which passed with
32 Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”
33

34 **RECOGNITION OF MR. DAVE EDWARDS – CHIEF ED BIEHLER**

35 Police Chief Ed Biehler recognized Mr. Dave Edwards for his 31 years of service in the
36 Bountiful Police Department. He listed some of the many assignments that Mr. Edwards took on
37 during his career, including patrol, detective, school resource officer, narcotics, and firearms and
38 tactics group. He said that Mr. Edwards always worked tirelessly, even on assignments he did not
39 particularly want. His work on the emergency preparedness and CERT program was very valuable
40 and helped Bountiful make it through the emergencies it experienced in the past few years. He also
41 transformed the way the officers do firearm drills, and it made a huge difference. Chief Biehler
42 recognized Mr. Edwards for his mentorship to him and to many others at the Police Department.
43 Chief Biehler also recognized Mrs. Pam Edwards for her amazing support of her husband.

44 Mr. Edwards expressed his gratitude for the recognition and also for the support he always
45 felt from City leaders. He spoke of how lucky the police department is to have such a wonderful and
46 caring administration. He said that the Police Department is full of wonderful people and has great

1 leaders who serve and lead by example. He spoke about his time working in the dispatch center and
2 how difficult a job it is, and lauded all the dispatchers for who they are and the magnificent job they
3 do every day. He ended by asking the Council to continue to take great care of all the officers and
4 dispatchers.

5 Mrs. Pam Edwards expressed her thanks for the support the Council gives to the Police
6 Department and said she is grateful for the time her husband spent as an officer in Bountiful. She
7 offered special thanks to Mr. Grant Hodgson, Mr. Paul Rapp, Mr. Tom Ross, and Chief Ed Biehler,
8 saying that the impact they've had on her family's life is unmatched. She said she is excited for the
9 adventures to come.

10 Chief Biehler presented Mrs. Edwards with flowers.

11 Mayor Harris thanked Mr. Edwards for his dedication and the impact he had on our
12 community and thanked Mrs. Edwards for all that she has given as well. Mayor Harris presented Mr.
13 Edwards with a check.

14
15 **CONSIDER APPROVAL OF A ROOF REPAIR AGREEMENT WITH REDLINE ROOFING**
16 **TO REPAIR THE MAINTENANCE BUILDING ROOF AT BOUNTIFUL RIDGE GOLF**
17 **COURSE IN THE AMOUNT OF \$36,957 – MR. BROCK HILL**

18 Mr. Brock Hill explained that the Golf Course shop building was built in 1975 and needs
19 major repairs due to the failure of seams, missing panels, and the existence of holes, etc. The repair
20 has been planned for and approved of in the golf course budget and staff recommends the acceptance
21 of the low bid from Redline Roofing.

22 Councilmember Bell asked if the work would be finished before winter. Mr. Brock Hill
23 answered that it should be.

24 Councilmember Bell made a motion to approve the roof repair agreement and
25 Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell,
26 Bradshaw, Higginson and Price-Huish voting "aye."

27
28 **CONSIDER APPROVAL OF RESOLUTION 2023-14 WHICH AUTHORIZES THE STEEL**
29 **SOLAR 1A PROJECT SECOND AMENDED AND RESTATED TRANSACTION**
30 **SCHEDULE – MR. ALLEN JOHNSON**

31 Mr. Allen Johnson explained that in 2020 the City Council approved a 25-year power
32 purchase agreement for solar power from the Steel Solar 1A Project. The contract was then amended
33 due to rising prices and supply chain issues in 2022 and reapproved by the Council. It is now
34 necessary to amend the agreement again due to a change in how the project will be financed. The
35 contract is still for 25 years, and the pricing has not changed, but the City did negotiate an agreement
36 with Utah Associated Municipal Power Systems (UAMPS) to help manage excess solar power
37 generation during the middle of the day. The City also worked out a way to do a pre-pay system to
38 leverage the margin between private and public financing to lower prices. The final thing they
39 negotiated for is a proposal for battery storage on site to help mitigate afternoon excess power
40 generation. The project is anticipated to go online in mid-November.

41 Councilmember Bradshaw made a motion to approve Resolution 2023-14 and
42 Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr,
43 Bell, Bradshaw, Higginson and Price-Huish voting "aye."

44
45 **CONSIDER APPROVAL OF THE PURCHASE OF 23 TRANSFORMERS FROM ANIXTER**
46 **POWER SOLUTIONS IN THE AMOUNT OF \$227,098 – MR. ALLEN JOHNSON**

1 Mr. Johnson explained that the Power Department needs to build up its inventory of
2 transformers, so they reached out for bids. The low bidder had a delivery time of over a year, so staff
3 recommends accepting the bid from Anixter Power Solutions who has a 26-week delivery time. He
4 added that Councilmember Higginson suggested accepting the low bid in addition to the high bid, so
5 that the Power Department receives more transformers in a year's time.

6 Councilmember Price-Huish asked if Mr. Johnson feels that prices are starting to normalize.
7 Mr. Johnson said prices do not seem to be dropping yet.

8 Mayor Harris said she loves the idea of accepting both bids and taking advantage of a lower
9 price, as Councilmember Higginson suggested.

10 Councilmember Price-Huish made a motion to approve the purchase of the transformers and
11 Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell,
12 Bradshaw, Higginson and Price-Huish voting "aye."

13
14 **CONSIDER APPROVAL OF THE PURCHASE OF 200 LED POST-TOP FIXTURES FROM**
15 **ANIXTER POWER SOLUTIONS IN THE AMOUNT OF \$71,956 – MR. ALLEN JOHNSON**

16 Mr. Johnson explained that the Power Department is replacing older streetlights with more
17 efficient LED lights. The LEDs use less electricity and they are dimmable, so the Power Department
18 can control the brightness based on where they are placed. The new lights will also lower costs as
19 they do not need as much maintenance.

20 Councilmember Higginson made a motion to approve the purchase of the LED street lights
21 and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,
22 Bell, Bradshaw, Higginson and Price-Huish voting "aye."

23
24 **CONSIDER APPROVAL OF THE QUOTE FROM SIDEWINDER IN THE AMOUNT OF**
25 **\$39,790 TO REPAIR THE PINEVIEW GENERATOR – MR. ALLEN JOHNSON**

26 Mr. Johnson explained that the Power Department had to shut down the Pineview Hydro plant
27 this summer when it stopped working. The City put a temporary splice on a failing wire and reached
28 out to Sidewinder for a quote. Sidewinder will replace the wire cable and clean the generator for
29 \$39,790 and they have scheduled the repair to happen the first week of November. Mr. Johnson said
30 Pineview will be down for four days, and he is hopeful the City can run Pineview through most of the
31 winter.

32 Councilmember Price-Huish made a motion to approve the quote from Sidewinder and
33 Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr,
34 Bell, Bradshaw, Higginson and Price-Huish voting "aye."

35
36 **CONSIDER APPROVAL OF THE PURCHASE OF A NEW CABLE PULLER FROM HEE'S**
37 **ENTERPRISES/CONDUX IN THE AMOUNT OF \$197,000 – MR. ALLEN JOHNSON**

38 Mr. Johnson explained that the City currently owns two outdated cable pullers, but they are
39 becoming more unreliable and harder to find parts for. The Power Department budgeted for this item
40 and the new equipment functionality will make pulling underground cables much faster and easier.
41 Staff recommends the purchase from Hee's Enterprises.

42 Councilmember Bell made a motion to approve the purchase of a new cable puller and
43 Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell,
44 Bradshaw, Higginson and Price-Huish voting "aye."

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CONVENE TO A CLOSED SESSION TO DISCUSS THE ACQUISITION OR SALE OF REAL PROPERTY, PENDING LITIGATION, AND/OR TO DISCUSS THE CHARACTER AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH CODE §52-4-205).

Councilmember Bradshaw made a motion at 7:54 p.m. to convene to a closed session, and Councilmember Price-Huish seconded the motion. The motion passed with the following roll call vote:

Bahr	Aye
Higginson	Aye
Price-Huish	Aye
Bradshaw	Aye
Bell	Aye

The closed session began at 7:58 p.m.

Present at the meeting:

- Mayor Harris
- Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish
- Mr. Gary Hill
- Mr. Clint Drake
- Mr. Lloyd Cheney
- Mr. Francisco Astorga

Councilmember Bell made a motion to return to the regular session at 9:15 p.m. and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

ADJOURN

Councilmember Higginson made a motion to adjourn the meeting. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

The meeting was adjourned at 9:15 p.m.

Mayor Kendalyn Harris

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
September 20 & 27, 2023

Author: Tyson Beck, Finance Director

Department: Finance

Date: October 10, 2023



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid September 20 & 27, 2023

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 20, 2023**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
14848	AE2S	Water	515100 431000	Profess & Tech Services	1,110.00	235817	89240	Engineering for Treatment Plant
9416	C&C CONTRACTORS INC	Parks	454510 473100	Improv Other Than Bldgs	59,080.00	235823	2411	Final Invoice for Cheese Park Pickleball Courts
1597	CATERING BY BRYCE	Police	104210 422000	Public Notices	1,165.50	235825	8803	Catering for Dave Edwards Retirement
1839	CUTTER & BUCK, INC.	Golf Course	555500 448240	Items Purchased - Resale	1,757.60	235832	97064357	Mens & Ladies Wear - Acct # 1008214
1839	CUTTER & BUCK, INC.	Golf Course	555500 448240	Items Purchased - Resale	2,213.20	235832	97054496	Men's Wear - Acct # 1008214
1924	DELL MARKETING L.P.	Computer Maintenance	616100 429300	Computer Hardware	3,554.52	235833	10692079901	27" U2719D Monitors - Customer # 84026702
5281	DOMINION ENERGY UTAH	Light & Power	53 213100	Accounts Payable	45,840.36	235835	09012023M	Account # 6056810000
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	5,588.00	235842	23712	Turf Treatment/Supplies
2350	GREEN SOURCE, L.L.C.	Cemetery	595900 425000	Equip Supplies & Maint	3,850.00	235842	23784	Grass Treatment for Bountiful City Cemetery
2537	HOSE & RUBBER SUPPLY	Streets	104410 426000	Bldg & Grnd Suppl & Maint	1,030.72	235845	01837320	Antifreeze Pump - Customer # B1580
11418	HUMDINGER EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	5,899.33	235848	32591	Seat
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,620.68	235859	10591	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,554.08	235859	10582	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	21,872.76	235859	10570	Patching & Paving - Cust # BOUN02610
14853	MILLER PAVING, INC.	Streets	454410 473500	Road Reconstruction	284,884.56	235867	09052023	Bountiful City 300 S & 400 E, Paving Project
3186	MOTOROLA	Police	454210 474500	Machinery & Equipment	4,162.80	235869	8281702586	Customer Account # 1000743551
3335	NYHART	Finance	104140 431000	Profess & Tech Services	3,220.00	235872	153141HW_202308	Actuarial Valuation - Customer # 153141HW
3335	NYHART	Light & Power	535300 431000	Profess & Tech Services	2,782.00	235872	153141HW_202308	Actuarial Valuation - Customer # 153141HW
9721	OVERHEAD DOOR CO OF	Water	515100 426000	Bldg & Grnd Suppl & Maint	2,448.99	235875	5310619034	Auto Gate Control Repairs for Bountiful Water
5553	PURCELL TIRE AND SER	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	2,973.78	235882	280055959	Tires - Acct # 2801867
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	1,831.00	235890	AFS10064930	Emissions Testing - Acct # 400000596
3982	SOUTH DAVIS METRO FI	Legislative	104110 431000	Profess & Tech Services	679,597.50	235891	09132023	Quarterly Fire & EMS Services Assessment
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,289.38	235899	2023100119765	T-Chlor - Customer # C1303
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,962.40	235899	2023100119766	Fluoride - Customer # C1303
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	2,907.83	235902	0368031	Fuel - Acct # 000276
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,219.64	235908	9943307642	Account # 371517689-00001
5334	WEST COAST CODE CONS	Engineering	104450 431000	Profess & Tech Services	6,093.98	235912	UT23-545-009	Building Inspect for August 2023
TOTAL:					<u>1,165,510.61</u>			

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

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,006.91	235913	36025	Service Call and Repair for Bountiful City Police
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,301.03	235913	36656	Service Call and Repair for Bountiful City Police
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,222.00	235913	35714	Service Call and Repair for Bountiful City Police
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,230.80	235913	36314	Service Call and Repair for Bountiful City Police
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,451.09	235913	35567	Service Call and Repair for Bountiful City Police
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	4,130.00	235913	36013	Service Call and Repair for Bountiful City Police
1815	CROFT POWER EQUIPMEN	Light & Power	535300 448636	Special Equipment	1,538.99	235928	177822	Misc. Parts/Supplies - Cust # 1728
1826	CUMMINS ROCKY MOUNTA	Streets	104410 425000	Equip Supplies & Maint	1,737.14	235929	60-77612	Turbo Charger Actuator
1845	D & L SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,709.00	235934	0000149805	Valve Boxes - Cust ID UT-BOUNTIFUL
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	9,648.00	235935	76430	Tree Trimming for Bountiful City Power
7212	ENTELLUS INC	Streets	454410 473600	New Road Construction	1,477.50	235941	56332	Project #1190019 Eagle Ridge Dr Dedication
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	23,555.00	235944	1222089	Hydrants - Customer # 48108
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,289.92	235952	10611	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	12,455.04	235952	10656	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	6,701.24	235952	10636	Paving - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	21,097.96	235952	10691	Paving - Cust # BOUN02610
2931	LES OLSON COMPANY	Streets	104410 424000	Office Supplies	1,098.65	235956	EA1320506	Copier Maintenance - Cust # 01-BOUCI
3105	MHL SYSTEMS	Streets	104410 425000	Equip Supplies & Maint	17,100.00	235958	23-16322	Plow Blades
3105	MHL SYSTEMS	Streets	104410 425000	Equip Supplies & Maint	17,100.00	235958	23-16323	
3105	MHL SYSTEMS	Streets	104410 425000	Equip Supplies & Maint	17,100.00	235958	23-16324	Plow Blades
3186	MOTOROLA	Police	454210 474500	Machinery & Equipment	13,515.88	235963	8281712590	Account # 1000743551
14585	MOUNTAINLAND POWER	Streets	104410 425000	Equip Supplies & Maint	1,271.37	235964	99478	Drive Motor for Mowers - Cust # 100545
14813	NORTHEND BUILDERS	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	67,520.00	235969	299	FRP Bridge components for Bountiful City
10820	PEAK ASPHALT, LLC	Streets	104410 473200	Road Materials - Overlay	1,839.60	235977	8-552070	Tack Oil - Customer # BC17
3458	PETERBILT OF UTAH, I	Streets	104410 425000	Equip Supplies & Maint	1,187.75	235979	999279PU	DEF Sensor for Ravo - Acct # 457
3458	PETERBILT OF UTAH, I	Streets	104410 425000	Equip Supplies & Maint	1,802.88	235979	999865PU	Power Steering Pump for Refuse Truck - Acct # 457
5272	REVOLUTION GEAR & TR	Streets	104410 425000	Equip Supplies & Maint	1,590.22	235988	149411	Brake Rotors for Fire Truck
14774	ROCK SOLID TRAIL	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	76,627.30	235989	1636	Project Set C Holbrook to Ward - App # 2
3829	SALT LAKE CITY CORP	Police	104210 423000	Travel & Training	1,000.00	235992	ARI-00000511	Violent Crimes Reg Fee - Customer ID C-992
7941	SHAMROCK PLUMBING LL	Streets	104410 426000	Bldg & Grnd Suppl & Maint	6,366.50	235993	SD3760	Replaced water heater
3899	SHERRILL / VERTICAL	Light & Power	535300 448632	Distribution	2,467.86	235994	INV-903840	Rope, Carabiners & Prusiks - Cust # 68053
3974	SONNTAG RECREATION,	Parks	454510 473100	Improv Other Than Bldgs	10,920.00	235996	23136	Playground Work on Washington Park
10507	STRUCTURE WORKS, INC	Parks	104510 426000	Bldg & Grnd Suppl & Maint	3,920.56	236000	75056	PP Mount & Cameras - Customer # BOUNT010
10484	SUNBELT SOLOMON	Light & Power	535300 448638	PCB Disposal	1,014.00	236001	378493	PCB Oil Testing
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	36,510.95	236005	0368221	Fuel - Acct # 000275
5000	U.S. BANK CORPORATE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,167.80	236008	09112023BH	Cell Ph,Trvl&Train -Acct #4246 0445 5571 8851
5000	U.S. BANK CORPORATE	Water	515100 423000	Travel & Training	1,141.81	236008	09112023TH	Fall Conf. -Acct #4246 0445 5571 8851
5000	U.S. BANK CORPORATE	Light & Power	535300 423002	Travel Board Members	2,568.45	236008	09112023AJ	UAMPS Training&Lunch -Acct #4246 0445 5571 8851
5000	U.S. BANK CORPORATE	Golf Course	555500 448000	Operating Supplies	1,099.60	236008	09112023BH	Cell Ph,Trvl&Train -Acct #4246 0445 5571 8851
5000	U.S. BANK CORPORATE	Landfill Operations	585820 425000	Equip Supplies & Maint	1,150.00	236008	09112023JE	Misc. Supplies -Acct #4246 0445 5571 8851
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Accrual	1,502,585.73	236011	09252023	August 2023 payment for Power Resources
4401	UTAH SAFETY COUNCIL	Light & Power	535300 445201	Safety Equipment	1,592.34	236013	38094	AED Adult Pads
9364	VISTA OUTDOOR SALES	Golf Course	555500 448240	Items Purchased - Resale	1,786.69	236016	INV643319	Accessories - Customer # 105485
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,295.00	236019	112209	August 2023 Janitorial Services

TOTAL: 1,896,892.56

City Council Staff Report

Subject: August 2023 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: October 10, 2023



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2024 through July as compared to the past three fiscal year periods through that same timeframe.

The FY2024 budget portion of these reports is the originally adopted FY2024 budget approved by the City Council in June of 2023.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

Financial information to aid in legislative and operational decision making.

Recommendation

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

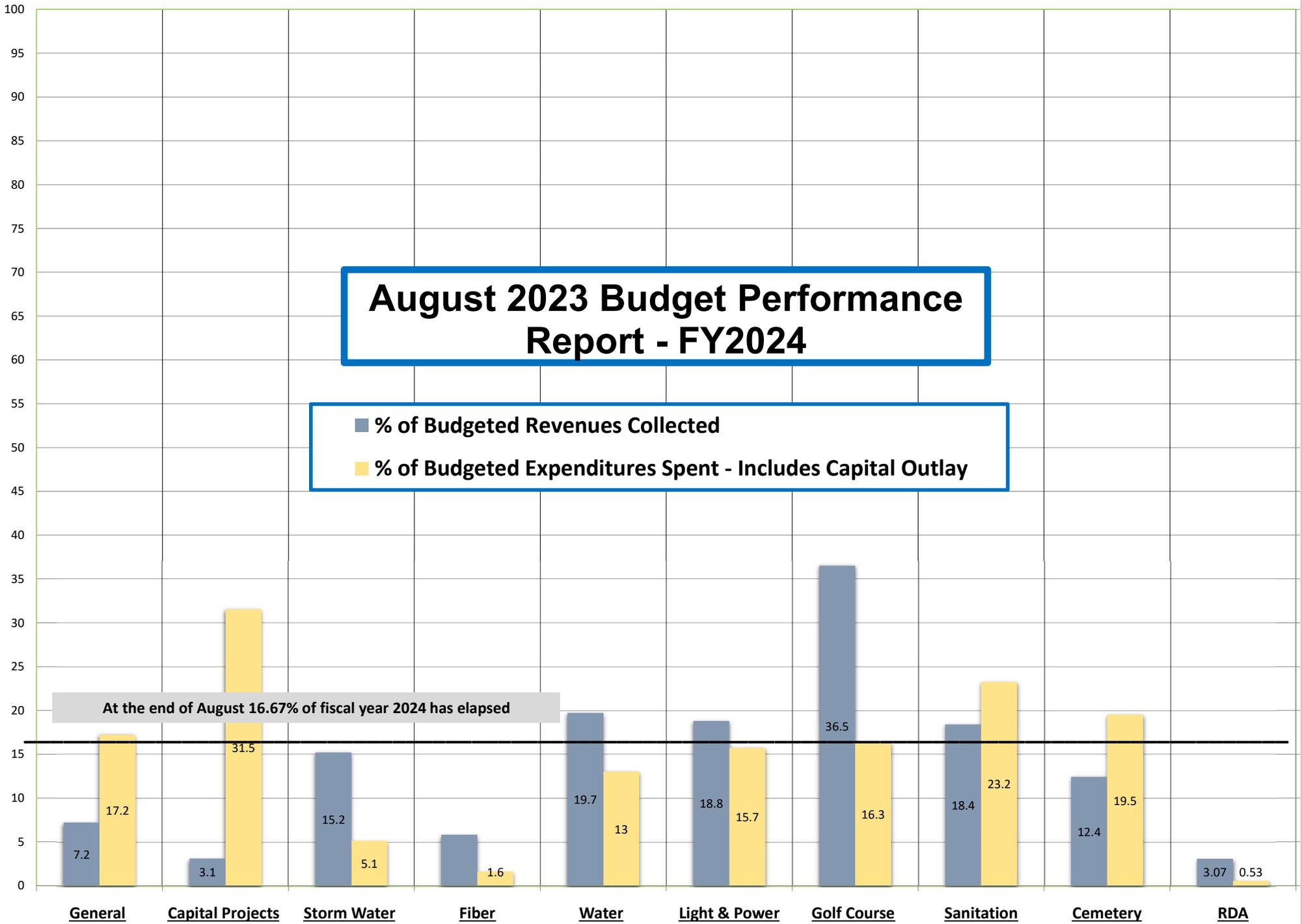
Attachments

- August 2023 Revenue & Expense Reports – Fiscal 2024 YTD

August 2023 Budget Performance Report - FY2024

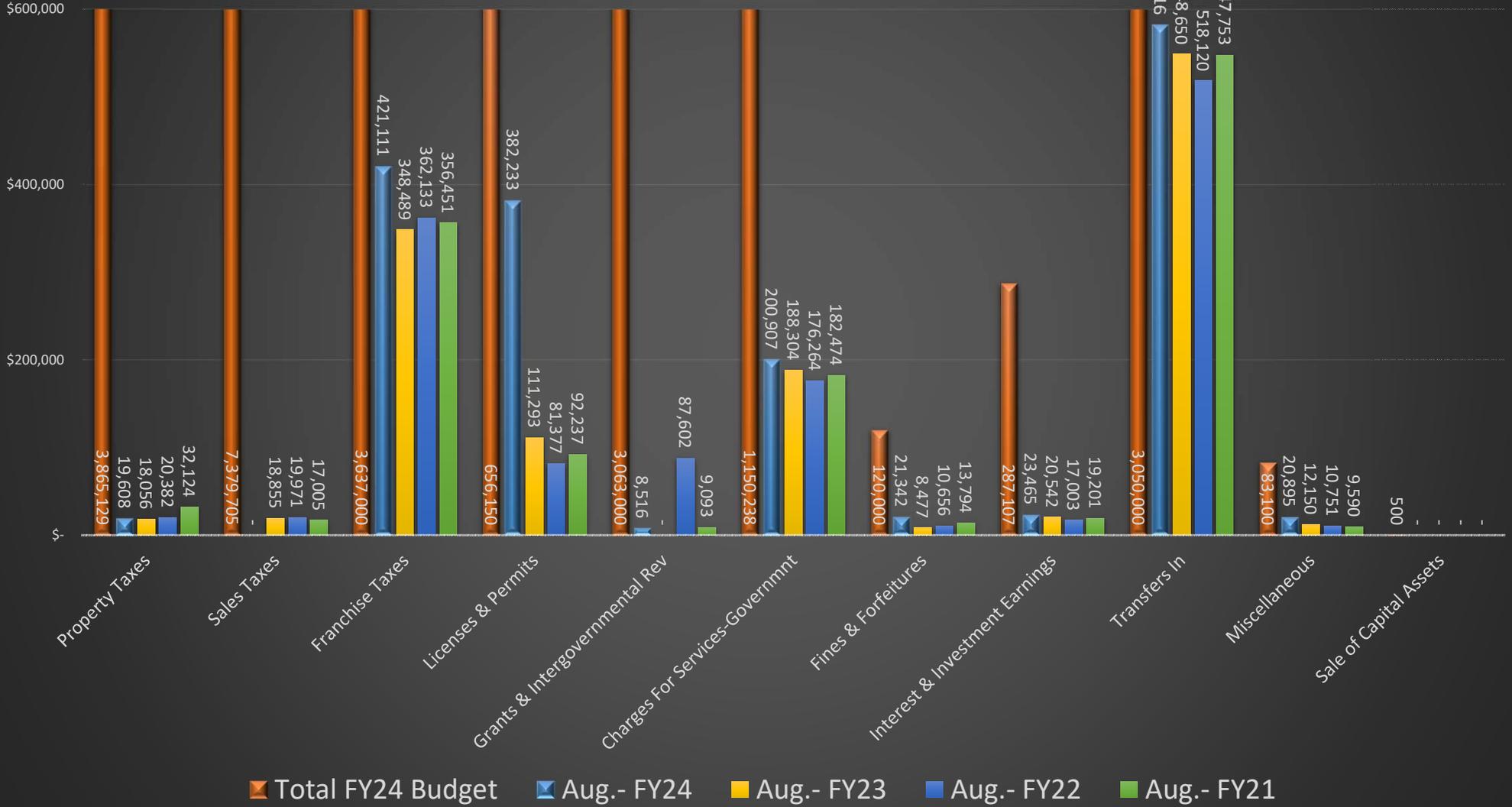
■ % of Budgeted Revenues Collected
■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of August 16.67% of fiscal year 2024 has elapsed

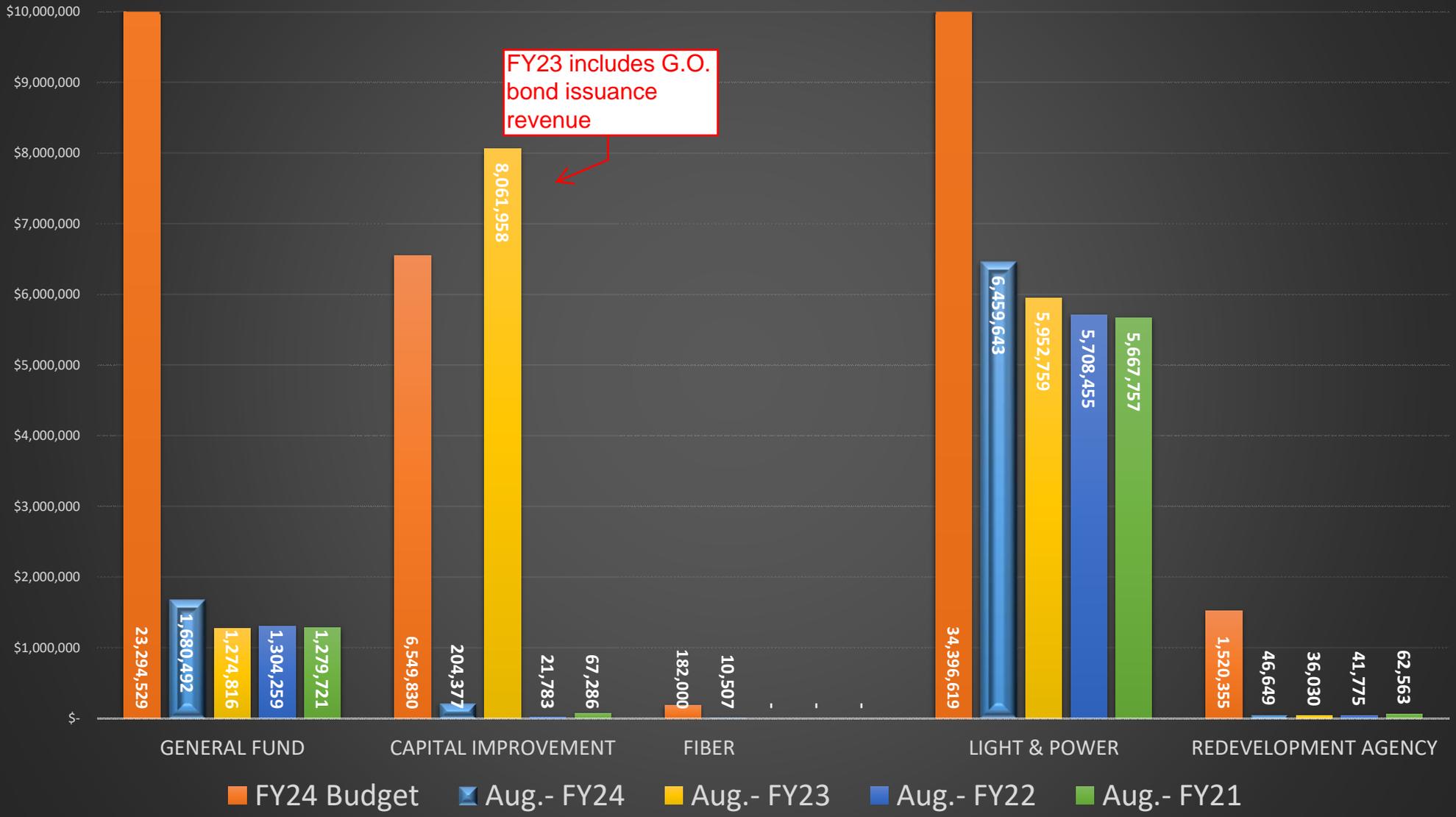


General Fund Detailed Revenues - August 2023

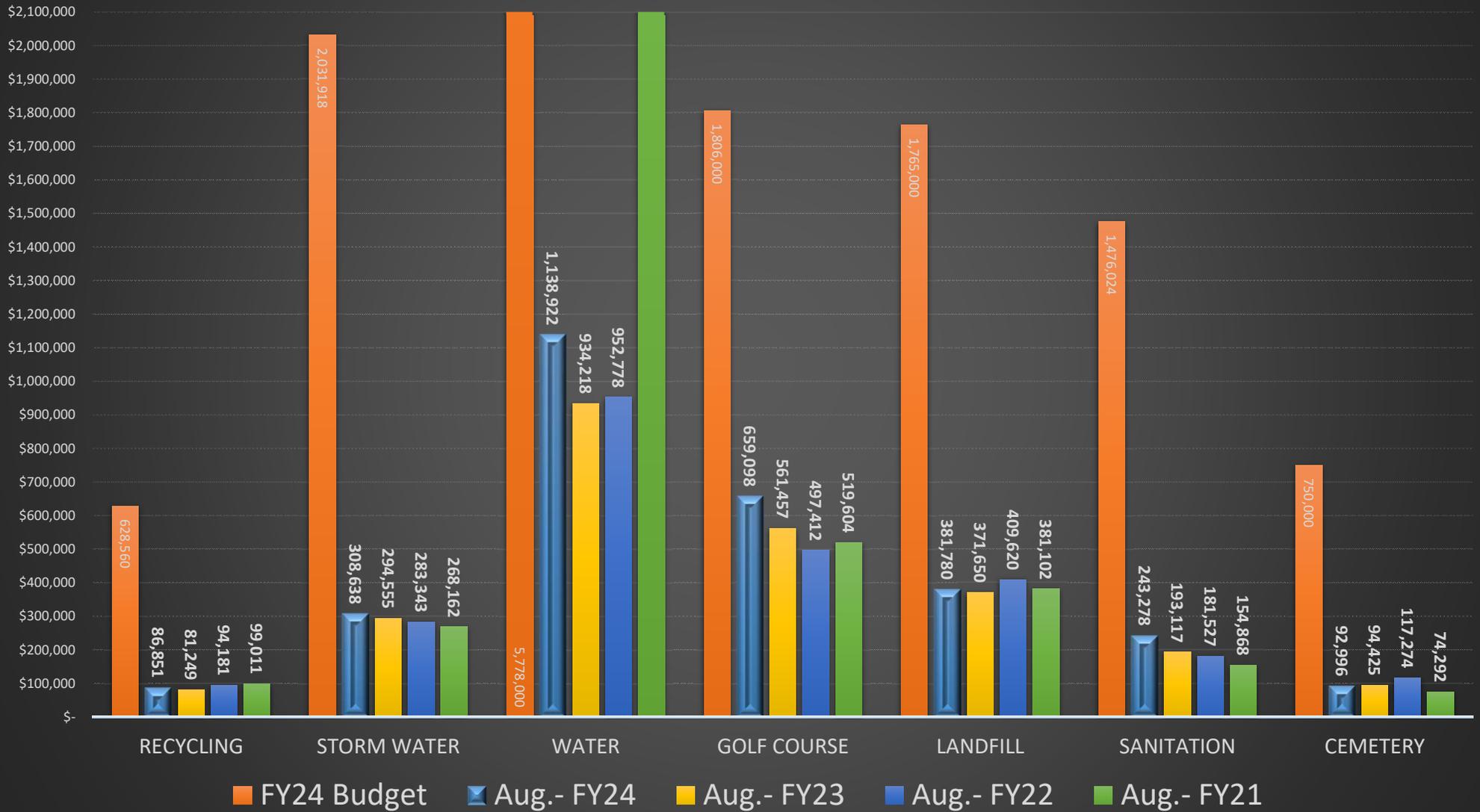
YTD Revenues (Fiscal Year 2024) Compared to Budget and also the Revenues of the Same Timeframe of the Past Three Fiscal Years



August 2023 YTD Revenues (Fiscal 2024) Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years

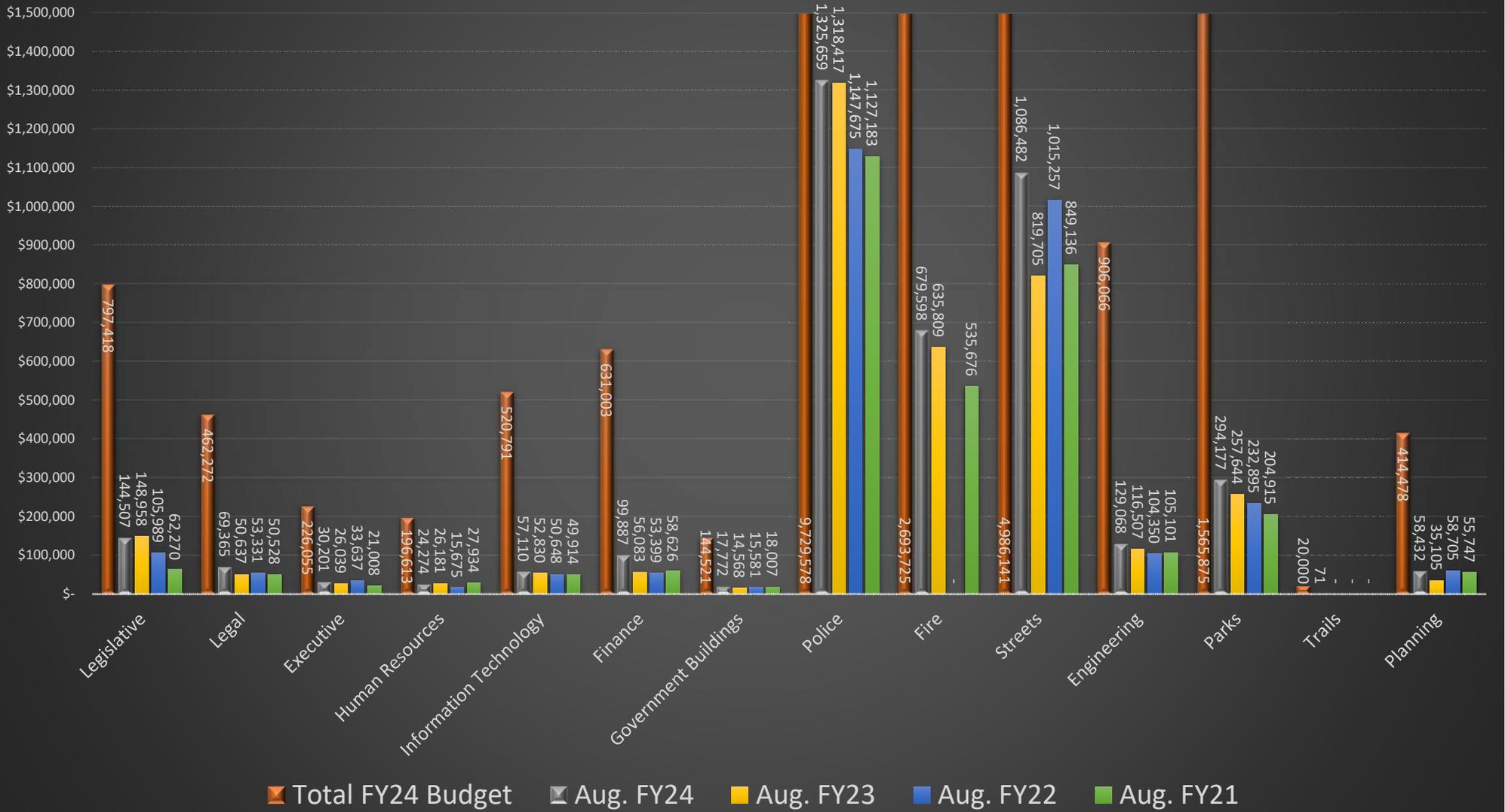


August 2023 (Fiscal 2024) YTD Revenues Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years

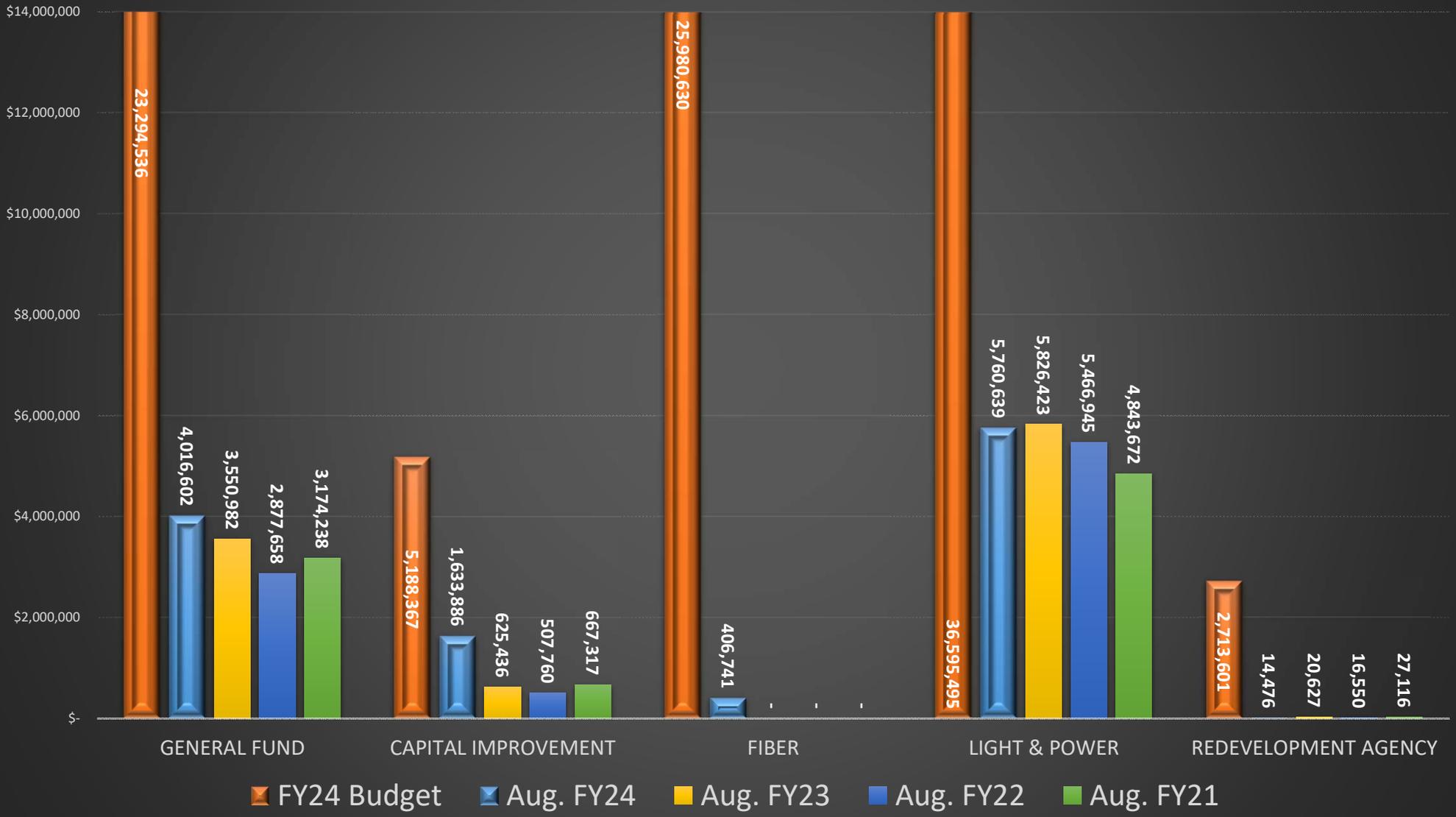


General Fund Detailed Expenditures - August 2023

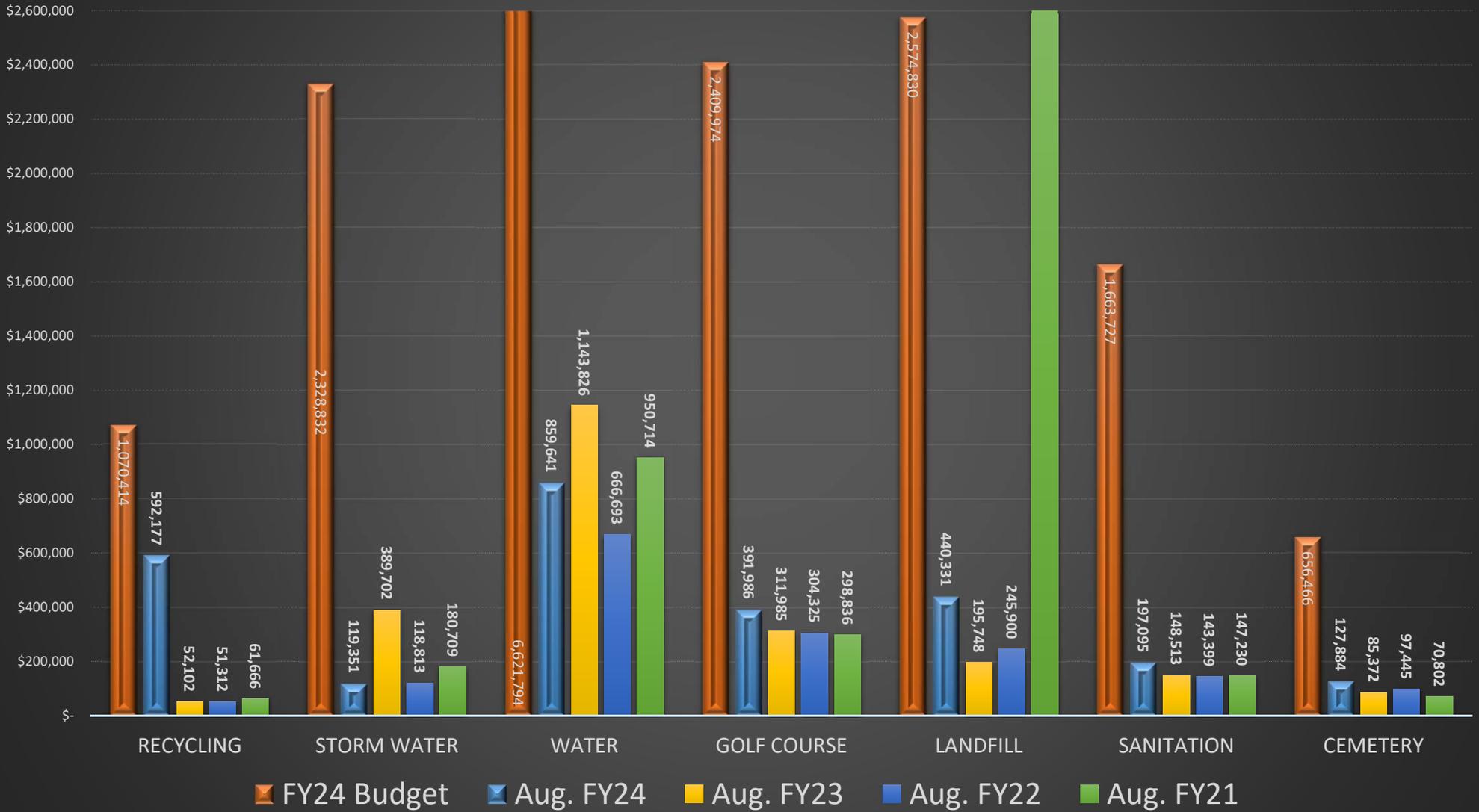
Fiscal 2024 YTD Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



August 2023 YTD (Fiscal 2024) Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



August 2023 YTD (Fiscal 2024) Expenses Compared Budget and also the Expenses of the Same Timeframe of the Past Three Fiscal Years



AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
10 GENERAL FUND							
1010 Property Taxes	-3,865,129	-3,865,129	-19,608.32	-19,608.32	.00	-3,845,520.68	.5%
1020 Sales Taxes	-7,379,705	-7,379,705	.00	.00	.00	-7,379,705.00	.0%
1030 Franchise Taxes	-3,637,000	-3,637,000	-421,110.72	-268,248.00	.00	-3,215,889.28	11.6%
1040 Property Tax Increment	-2,600	-2,600	.00	.00	.00	-2,600.00	.0%
2000 Licenses & Permits	-656,150	-656,150	-382,232.57	-122,672.95	.00	-273,917.43	58.3%
3000 Grants & Intergovernmental Re	-3,063,000	-3,063,000	-8,515.63	-8,515.63	.00	-3,054,484.37	.3%
3100 Fines & Forfeitures	0	-120,000	-21,341.62	-9,174.07	.00	-98,658.38	17.8%
4000 Charges For Services-Governmn	-1,150,238	-1,150,238	-200,907.40	-28,873.46	.00	-949,330.60	17.5%
4110 Legislative	797,418	797,418	144,506.74	35,375.93	.00	652,911.26	18.1%
4120 Legal	462,272	462,272	69,364.92	37,159.62	.00	392,907.08	15.0%
4130 Executive	226,055	226,055	30,200.84	13,862.36	.00	195,854.16	13.4%
4134 Human Resources	196,613	196,613	24,274.06	11,710.96	.00	172,338.94	12.3%
4136 Information Technology	520,791	520,791	57,109.72	26,218.42	.00	463,681.28	11.0%
4140 Finance	631,003	631,003	99,887.48	66,610.07	.00	531,115.52	15.8%
4160 Government Buildings	144,521	144,521	17,771.52	9,475.72	.00	126,749.48	12.3%
4210 Police	7,402,818	7,402,818	1,083,701.97	506,291.93	.00	6,319,116.03	14.6%
4215 Reserve Officers	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards	163,385	163,385	2,736.95	2,472.18	.00	160,648.05	1.7%
4217 School Resource Officer	475,799	475,799	37,543.49	21,807.02	.00	438,255.51	7.9%
4218 Liquor Control	43,827	43,827	2,187.62	1,085.55	.00	41,639.38	5.0%
4219 PSAP - E911	1,633,749	1,633,749	199,488.50	111,278.78	.00	1,434,260.50	12.2%
4220 Fire	2,693,725	2,693,725	679,597.50	.00	.00	2,014,127.50	25.2%
4410 Streets	4,986,141	4,986,141	1,086,482.28	484,516.10	.00	3,899,658.72	21.8%
4450 Engineering	906,066	906,066	129,068.24	61,427.54	.00	776,997.76	14.2%
4510 Parks	1,565,875	1,565,875	294,176.64	152,488.26	.00	1,271,698.36	18.8%
4550 Trails	20,000	20,000	71.37	71.37	.00	19,928.63	.4%
4610 Planning	414,478	414,478	58,431.88	27,934.91	.00	356,046.12	14.1%
5000 Fiber	-120,000	0	.00	.00	.00	.00	.0%
6000 Miscellaneous	-83,100	-83,100	-20,894.56	-9,728.50	.00	-62,205.44	25.1%
6010 Interest & Investment Earning	-287,107	-287,107	-23,464.81	-27,674.78	.00	-263,642.19	8.2%
6020 Sale of Capital Assets	-500	-500	.00	.00	.00	-500.00	.0%
8010 Transfers In	-3,050,000	-3,050,000	-582,416.29	-354,025.05	.00	-2,467,583.71	19.1%
TOTAL GENERAL FUND	7	7	2,336,109.80	721,265.96	.00	-2,336,102.80	%
TOTAL REVENUES	-23,294,529	-23,294,529	-1,680,491.92	-848,520.76	.00	-21,614,037.08	
TOTAL EXPENSES	23,294,536	23,294,536	4,016,601.72	1,569,786.72	.00	19,277,934.28	

30 DEBT SERVICE

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

30	DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1010	Property Taxes	-588,611	-588,611	-2,949.22	-2,949.22	.00	-585,661.78	.5%
4710	Debt Sevice	561,700	561,700	500.31	500.01	.00	561,199.69	.1%
6010	Interest & Investment Earning	-200	-200	-85.68	-81.53	.00	-114.32	42.8%
	TOTAL DEBT SERVICE	-27,111	-27,111	-2,534.59	-2,530.74	.00	-24,576.41	9.3%
	TOTAL REVENUES	-588,811	-588,811	-3,034.90	-3,030.75	.00	-585,776.10	
	TOTAL EXPENSES	561,700	561,700	500.31	500.01	.00	561,199.69	

45 CAPITAL IMPROVEMENT

1020	Sales Taxes	-3,882,027	-3,882,027	.00	.00	.00	-3,882,027.00	.0%
3000	Grants & Intergovernmental Re	-907,928	-907,928	.00	.00	.00	-907,928.00	.0%
4110	Legislative	640,000	640,000	352,411.93	311,291.93	.00	287,588.07	55.1%
4136	Information Technology	70,000	70,000	.00	.00	.00	70,000.00	.0%
4140	Finance	13,200	13,200	527.35	16.22	.00	12,672.65	4.0%
4210	Police	871,167	871,167	265,767.56	224,643.56	.00	605,399.44	30.5%
4410	Streets	2,564,000	2,564,000	679,242.88	679,022.88	.00	1,884,757.12	26.5%
4450	Engineering	250,000	250,000	7,512.17	7,512.17	.00	242,487.83	3.0%
4510	Parks	50,000	50,000	.00	.00	.00	50,000.00	.0%
4550	Trails	730,000	730,000	328,423.96	328,183.96	.00	401,576.04	45.0%
6010	Interest & Investment Earning	-760,375	-760,375	-202,876.68	-175,831.49	.00	-557,498.32	26.7%
6020	Sale of Capital Assets	-40,000	-40,000	.00	.00	.00	-40,000.00	.0%
8000	Contributions	0	0	-1,500.00	-1,500.00	.00	1,500.00	100.0%
8010	Transfers In	-959,500	-959,500	.00	.00	.00	-959,500.00	.0%
	TOTAL CAPITAL IMPROVEMENT	-1,361,463	-1,361,463	1,429,509.17	1,373,339.23	.00	-2,790,972.17	-105.0%
	TOTAL REVENUES	-6,549,830	-6,549,830	-204,376.68	-177,331.49	.00	-6,345,453.32	
	TOTAL EXPENSES	5,188,367	5,188,367	1,633,885.85	1,550,670.72	.00	3,554,481.15	

49 STORM WATER

4900	Storm Water	2,328,832	2,328,832	119,350.91	56,042.29	.00	2,209,481.09	5.1%
6000	Miscellaneous	-5,800	-5,800	-576.00	-576.00	.00	-5,224.00	9.9%
6010	Interest & Investment Earning	-15,000	-15,000	-13,381.89	-15,358.07	.00	-1,618.11	89.2%
7000	Charge For Services-Proprieta	-2,011,118	-2,011,118	-294,680.42	-171,927.61	.00	-1,716,437.58	14.7%
	TOTAL STORM WATER	296,914	296,914	-189,287.40	-131,819.39	.00	486,201.40	-63.8%
	TOTAL REVENUES	-2,031,918	-2,031,918	-308,638.31	-187,861.68	.00	-1,723,279.69	
	TOTAL EXPENSES	2,328,832	2,328,832	119,350.91	56,042.29	.00	2,209,481.09	

50 FIBER

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

50	FIBER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5000	Fiber	25,980,630	25,980,630	406,741.30	406,741.30	.00	25,573,888.70	1.6%
6000	Miscellaneous	-500	-500	.00	.00	.00	-500.00	.0%
6010	Interest & Investment Earning	-500	-500	115.95	115.95	.00	-615.95	-23.2%
7000	Charge For Services-Proprieta	-181,000	-181,000	-10,623.28	-5,450.28	.00	-170,376.72	5.9%
	TOTAL FIBER	25,798,630	25,798,630	396,233.97	401,406.97	.00	25,402,396.03	1.5%
	TOTAL REVENUES	-182,000	-182,000	-10,507.33	-5,334.33	.00	-171,492.67	
	TOTAL EXPENSES	25,980,630	25,980,630	406,741.30	406,741.30	.00	25,573,888.70	

51 WATER

5100	Water	6,621,794	6,621,794	859,641.19	449,427.00	.00	5,762,152.81	13.0%
6000	Miscellaneous	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
6010	Interest & Investment Earning	-60,000	-60,000	-14,000.47	-16,899.43	.00	-45,999.53	23.3%
6020	Sale of Capital Assets	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
7000	Charge For Services-Proprieta	-5,546,000	-5,546,000	-1,097,601.34	-661,863.98	.00	-4,448,398.66	19.8%
7010	Connection & Servicing	-40,000	-40,000	-3,127.98	-2,230.60	.00	-36,872.02	7.8%
8020	Impact Fees	-60,000	-60,000	-22,992.00	-22,992.00	.00	-37,008.00	38.3%
8030	Capital Contributions/Donatio	-50,000	-50,000	-1,200.00	.00	.00	-48,800.00	2.4%
	TOTAL WATER	843,794	843,794	-279,280.60	-254,559.01	.00	1,123,074.60	-33.1%
	TOTAL REVENUES	-5,778,000	-5,778,000	-1,138,921.79	-703,986.01	.00	-4,639,078.21	
	TOTAL EXPENSES	6,621,794	6,621,794	859,641.19	449,427.00	.00	5,762,152.81	

53 LIGHT & POWER

5300	Light & Power	36,595,495	36,595,495	5,760,639.05	2,806,645.42	.00	30,834,855.95	15.7%
6000	Miscellaneous	-122,000	-122,000	-48,560.93	-30,019.13	.00	-73,439.07	39.8%
6010	Interest & Investment Earning	-402,689	-402,689	-53,930.45	-61,783.27	.00	-348,758.55	13.4%
6020	Sale of Capital Assets	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
7000	Charge For Services-Proprieta	-33,242,374	-33,242,374	-6,332,766.25	-3,804,145.31	.00	-26,909,607.75	19.1%
7010	Connection & Servicing	-100,000	-100,000	-17,046.66	-9,179.40	.00	-82,953.34	17.0%
7030	Equipment & Facility Rents	-75,556	-75,556	.00	.00	.00	-75,556.00	.0%
8030	Capital Contributions/Donatio	-450,000	-450,000	-7,339.00	.00	.00	-442,661.00	1.6%
	TOTAL LIGHT & POWER	2,198,876	2,198,876	-699,004.24	-1,098,481.69	.00	2,897,880.24	-31.8%
	TOTAL REVENUES	-34,396,619	-34,396,619	-6,459,643.29	-3,905,127.11	.00	-27,936,975.71	
	TOTAL EXPENSES	36,595,495	36,595,495	5,760,639.05	2,806,645.42	.00	30,834,855.95	

55 GOLF COURSE

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5500	Golf Course	2,409,974	2,409,974	391,986.29	189,653.10	.00	2,017,987.71	16.3%
6000	Miscellaneous	-3,000	-3,000	-3,142.48	-2,378.74	.00	142.48	104.7%
6010	Interest & Investment Earning	-8,000	-8,000	-4,290.45	-4,664.61	.00	-3,709.55	53.6%
7020	Admission & Lesson Fees	-998,000	-998,000	-382,394.43	-218,733.00	.00	-615,605.57	38.3%
7030	Equipment & Facility Rents	-491,000	-491,000	-195,192.28	-111,915.56	.00	-295,807.72	39.8%
7040	Concession & Merchandise Sale	-306,000	-306,000	-74,078.45	-40,643.13	.00	-231,921.55	24.2%
	TOTAL GOLF COURSE	603,974	603,974	-267,111.80	-188,681.94	.00	871,085.80	-44.2%
	TOTAL REVENUES	-1,806,000	-1,806,000	-659,098.09	-378,335.04	.00	-1,146,901.91	
	TOTAL EXPENSES	2,409,974	2,409,974	391,986.29	189,653.10	.00	2,017,987.71	
58 SANITATION								
5800	Refuse Collection Operations	1,663,727	1,663,727	197,095.48	99,811.87	.00	1,466,631.52	11.8%
5810	Recycle Collection Operations	1,070,414	1,070,414	592,177.41	43,611.61	.00	478,236.59	55.3%
5820	Landfill Operations	2,574,830	2,574,830	440,330.51	325,846.43	.00	2,134,499.49	17.1%
6000	Miscellaneous	0	0	-14.88	-14.88	.00	14.88	100.0%
6002	Miscellaneous - Landfill	-30,000	-30,000	-5,113.19	-3,353.69	.00	-24,886.81	17.0%
6010	Interest & Investment Earning	-58,000	-58,000	-40,747.02	-32,123.38	.00	-17,252.98	70.3%
6012	Interest Earnings - Landfill	0	0	-15,686.37	-15,686.37	.00	15,686.37	100.0%
7000	Charge For Services-Proprieta	-1,418,024	-1,418,024	-202,516.22	-121,964.78	.00	-1,215,507.78	14.3%
7001	Charge For Services - Recycle	-628,560	-628,560	-86,850.69	-52,362.03	.00	-541,709.31	13.8%
7002	Charge For Services - Landfil	-1,735,000	-1,735,000	-360,980.63	-194,708.41	.00	-1,374,019.37	20.8%
	TOTAL SANITATION	1,439,387	1,439,387	517,694.40	49,056.37	.00	921,692.60	36.0%
	TOTAL REVENUES	-3,869,584	-3,869,584	-711,909.00	-420,213.54	.00	-3,157,675.00	
	TOTAL EXPENSES	5,308,971	5,308,971	1,229,603.40	469,269.91	.00	4,079,367.60	
59 CEMETERY								
5900	Cemetery	656,466	656,466	127,883.65	86,383.71	.00	528,582.35	19.5%
6010	Interest & Investment Earning	-11,000	-11,000	-3,146.41	-3,769.21	.00	-7,853.59	28.6%
7000	Charge For Services-Proprieta	-462,500	-462,500	-65,950.00	-41,330.00	.00	-396,550.00	14.3%
7050	Cemetery Burial Plot Sales	-276,500	-276,500	-23,900.00	-12,850.00	.00	-252,600.00	8.6%
	TOTAL CEMETERY	-93,534	-93,534	34,887.24	28,434.50	.00	-128,421.24	-37.3%
	TOTAL REVENUES	-750,000	-750,000	-92,996.41	-57,949.21	.00	-657,003.59	
	TOTAL EXPENSES	656,466	656,466	127,883.65	86,383.71	.00	528,582.35	
61 COMPUTER MAINTENANCE								

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

61	COMPUTER MAINTENANCE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4000	Charges For Services-Governmn	-53,869	-53,869	-120,730.00	.00	.00	66,861.00	224.1%
6010	Interest & Investment Earning	-200	-200	-289.18	-347.64	.00	89.18	144.6%
6100	Computer Maintenance	74,640	74,640	25,424.95	4,958.40	.00	49,215.05	34.1%
	TOTAL COMPUTER MAINTENANCE	20,571	20,571	-95,594.23	4,610.76	.00	116,165.23	-464.7%
	TOTAL REVENUES	-54,069	-54,069	-121,019.18	-347.64	.00	66,950.18	
	TOTAL EXPENSES	74,640	74,640	25,424.95	4,958.40	.00	49,215.05	
63 LIABILITY INSURANCE								
6010	Interest & Investment Earning	-31,000	-31,000	-4,130.23	-4,307.80	.00	-26,869.77	13.3%
6300	Liability Insurance	766,956	766,956	727,950.19	14,039.88	.00	39,005.81	94.9%
7000	Charge For Services-Proprieta	-591,497	-591,497	-706,782.00	.00	.00	115,285.00	119.5%
	TOTAL LIABILITY INSURANCE	144,459	144,459	17,037.96	9,732.08	.00	127,421.04	11.8%
	TOTAL REVENUES	-622,497	-622,497	-710,912.23	-4,307.80	.00	88,415.23	
	TOTAL EXPENSES	766,956	766,956	727,950.19	14,039.88	.00	39,005.81	
64 WORKERS' COMP INSURANCE								
6010	Interest & Investment Earning	-21,000	-21,000	-2,466.50	-3,301.40	.00	-18,533.50	11.7%
6400	workers' Comp Insurance	361,353	361,353	273,949.91	173,464.60	.00	87,403.09	75.8%
7000	Charge For Services-Proprieta	-350,973	-350,973	-47,108.26	-26,352.92	.00	-303,864.74	13.4%
	TOTAL WORKERS' COMP INSURANCE	-10,620	-10,620	224,375.15	143,810.28	.00	-234,995.15	-2112.8%
	TOTAL REVENUES	-371,973	-371,973	-49,574.76	-29,654.32	.00	-322,398.24	
	TOTAL EXPENSES	361,353	361,353	273,949.91	173,464.60	.00	87,403.09	
72 RDA REVOLVING LOAN FUND								
6000	Miscellaneous	-513,755	-513,755	-26,015.33	-13,023.90	.00	-487,739.67	5.1%
6010	Interest & Investment Earning	-92,303	-92,303	-16,750.11	-16,229.97	.00	-75,552.89	18.1%
7200	RDA Revolving Loans	502,760	502,760	57.72	1.53	.00	502,702.28	.0%
	TOTAL RDA REVOLVING LOAN FUND	-103,298	-103,298	-42,707.72	-29,252.34	.00	-60,590.28	41.3%
	TOTAL REVENUES	-606,058	-606,058	-42,765.44	-29,253.87	.00	-563,292.56	
	TOTAL EXPENSES	502,760	502,760	57.72	1.53	.00	502,702.28	
73 REDEVELOPMENT AGENCY								

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

73	REDEVELOPMENT AGENCY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1010	Property Taxes	-76,000	-76,000	.00	.00	.00	-76,000.00	.0%
1040	Property Tax Increment	-827,497	-827,497	.00	.00	.00	-827,497.00	.0%
6010	Interest & Investment Earning	-10,800	-10,800	-3,884.04	-4,636.61	.00	-6,915.96	36.0%
7300	Redevelopment Agency	2,210,841	2,210,841	14,417.98	7,268.17	.00	2,196,423.02	.7%
	TOTAL REDEVELOPMENT AGENCY	1,296,544	1,296,544	10,533.94	2,631.56	.00	1,286,010.06	.8%
	TOTAL REVENUES	-914,297	-914,297	-3,884.04	-4,636.61	.00	-910,412.96	
	TOTAL EXPENSES	2,210,841	2,210,841	14,417.98	7,268.17	.00	2,196,423.02	
74 CEMETERY PERPETUAL CARE								
6010	Interest & Investment Earning	-44,400	-44,400	-7,635.08	-8,985.23	.00	-36,764.92	17.2%
7050	Cemetery Burial Plot Sales	-93,000	-93,000	-12,900.00	-5,000.00	.00	-80,100.00	13.9%
7400	Cemetery Perpetual Care	2,055	2,055	37.94	1.01	.00	2,017.06	1.8%
	TOTAL CEMETERY PERPETUAL CARE	-135,345	-135,345	-20,497.14	-13,984.22	.00	-114,847.86	15.1%
	TOTAL REVENUES	-137,400	-137,400	-20,535.08	-13,985.23	.00	-116,864.92	
	TOTAL EXPENSES	2,055	2,055	37.94	1.01	.00	2,017.06	
78 LANDFILL CLOSURE								
6010	Interest & Investment Earning	-37,200	-37,200	-8,268.94	-4,192.96	.00	-28,931.06	22.2%
	TOTAL LANDFILL CLOSURE	-37,200	-37,200	-8,268.94	-4,192.96	.00	-28,931.06	22.2%
	TOTAL REVENUES	-37,200	-37,200	-8,268.94	-4,192.96	.00	-28,931.06	
83 RAP TAX								
1050	RAP Taxes	-770,000	-770,000	.00	.00	.00	-770,000.00	.0%
6010	Interest & Investment Earning	-10,000	-10,000	-842.11	-693.15	.00	-9,157.89	8.4%
8300	RAP Tax	1,350,185	1,350,185	89,607.21	12,650.08	.00	1,260,577.79	6.6%
	TOTAL RAP TAX	570,185	570,185	88,765.10	11,956.93	.00	481,419.90	15.6%
	TOTAL REVENUES	-780,000	-780,000	-842.11	-693.15	.00	-779,157.89	
	TOTAL EXPENSES	1,350,185	1,350,185	89,607.21	12,650.08	.00	1,260,577.79	
92 OPEB TRUST								

AUGUST 2023 - FY2024 REVENUE & EXPENSE

FOR 2024 02

92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
6010	Interest & Investment Earning	0	0	-5,637.28	-2,968.51	.00	5,637.28	100.0%
9200	OPEB Trust	0	0	298.20	260.46	.00	-298.20	100.0%
	TOTAL OPEB TRUST	0	0	-5,339.08	-2,708.05	.00	5,339.08	100.0%
	TOTAL REVENUES	0	0	-5,637.28	-2,968.51	.00	5,637.28	
	TOTAL EXPENSES	0	0	298.20	260.46	.00	-298.20	
99 INVESTMENT								
6010	Interest & Investment Earning	0	0	-153,006.78	-68,687.83	.00	153,006.78	100.0%
	TOTAL INVESTMENT	0	0	-153,006.78	-68,687.83	.00	153,006.78	100.0%
	TOTAL REVENUES	0	0	-153,006.78	-68,687.83	.00	153,006.78	
	GRAND TOTAL	31,444,770	31,444,770	3,292,514.21	951,346.47	.00	28,152,255.79	10.5%

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

City Council Staff Report



Subject: UDOT I-15 Expansion Update

Author: Gary Hill

Department: Administration

Date: October 10, 2023

Background

The Utah Department of Transportation is studying an expansion of I-15 between Farmington and Salt Lake City. This is part of the comprehensive 2050 Regional Transportation Plan that includes over 53 projects and improvements within the study area ranging from pedestrian improvements to double-tracking FrontRunner.

The I-15 Project is in the Environmental Impact Study (EIS) phase. The Draft EIS was recently released and can be found by visiting the UDOT I-15 page at www.i15eis.udot.utah.gov.

Analysis

UDOT Representatives will attend the City Council meeting on October 10 to provide an update on the project and answer questions. With the release of the Draft EIS, UDOT is seeking public comment for a 45-day period, September 29 through November 13. There are multiple methods by which the public may participate:

- In person at one of the public meetings:
 - October 16 – Online Open House
 - October 17 – Open House and Hearing @ State Fair Park (Bonneville Building)
 - October 18 – Open House and Hearing @ South Davis Recreation Center
- Online: view the maps and use the GIS comment map, comment box on the study webpage
- Email: send an email to I15EIS@utah.gov.

Significant Impacts

None

Recommendation

This item is for information only. No formal action is necessary.

Attachments

None

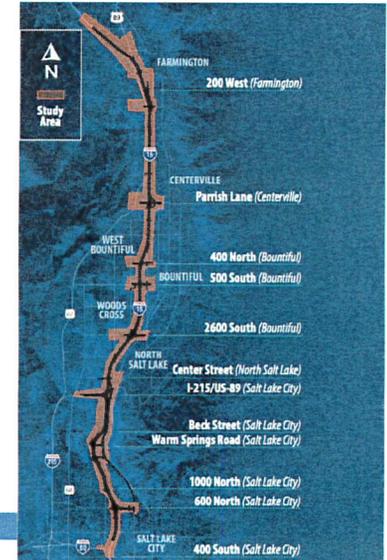
I-15 ENVIRONMENTAL IMPACT STATEMENT

Farmington to Salt Lake City

Draft EIS Release Update

Today's Topics

- I-15 EIS Process
- Draft EIS Release
- Public Comment
- Questions / Discussion



Quality of Life

- BETTER MOBILITY
- GOOD HEALTH
- CONNECTED COMMUNITIES
- STRONG ECONOMY

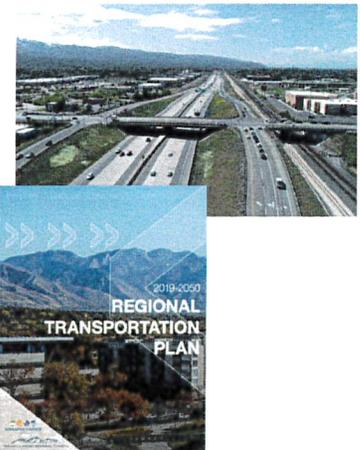


Other Improvements

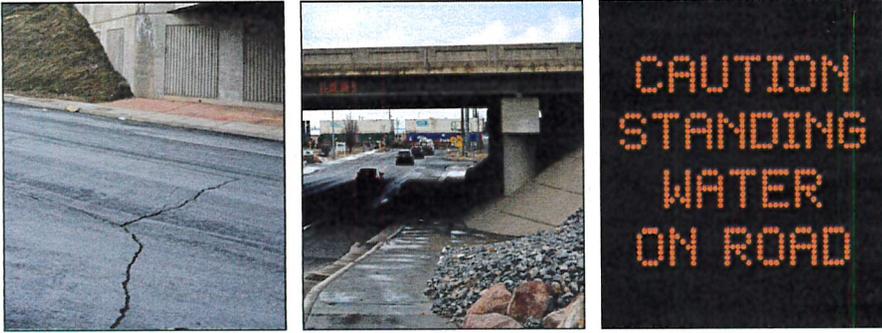
Traffic analysis for the I-15 EIS assumes ALL other projects in the 2050 Regional Transportation Plan (RTP), are already successfully implemented.

This plan includes over 53 planned projects and improvements for all modes within the study area; including:

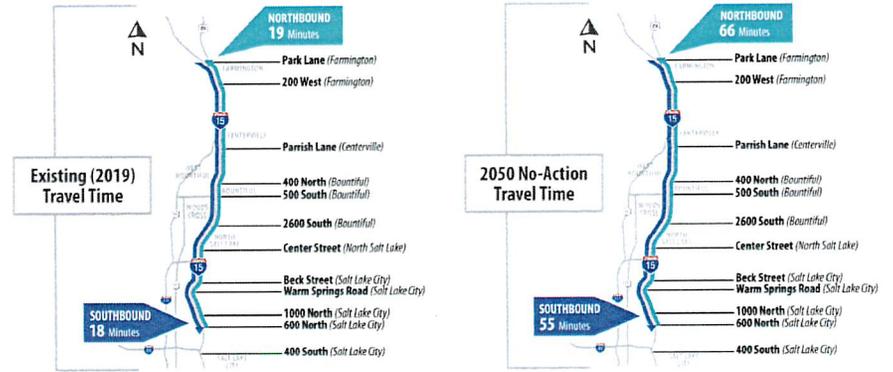
- Double track and electrify Frontrunner in Davis and Salt Lake Counties
- Extend Legacy Parkway Trail and more than 30 other projects improving and adding new facilities for those that walk and bike
- Construct future phases of West Davis Corridor and widen I-80, I-215, Redwood Rd. and Legacy Parkway



Aging Infrastructure



Travel Time

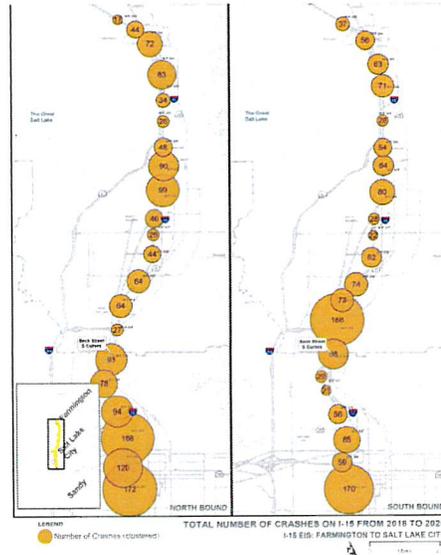


Safety

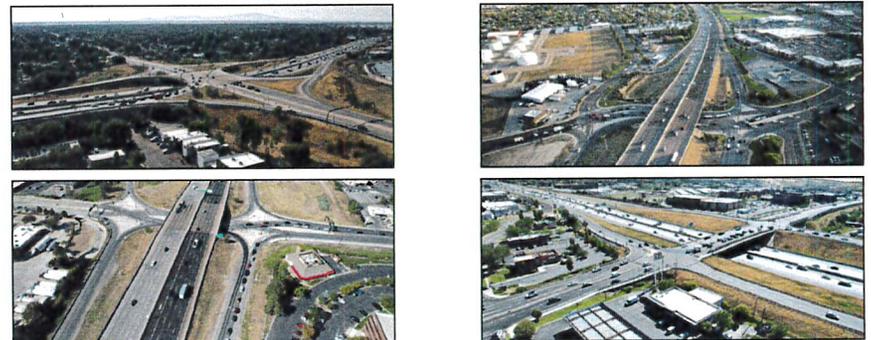
Shoulders



Sharp Curves



Interchange Needs



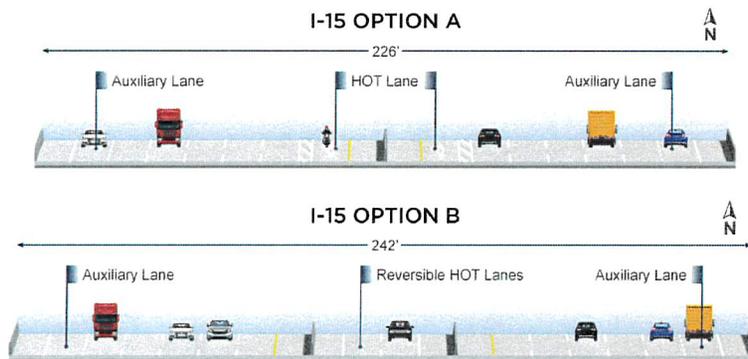
Limited Connections



Study Purpose and Need

- Improve Safety**
 - Improve the safety and operations of the I-15 mainline, I-15 interchanges, bicyclist and pedestrian crossings, and connected roadway network.
- Better Connect Communities**
 - Be consistent with planned land use, growth objectives, and transportation plans.
 - Support the planned FrontRunner Double Track projects and enhance access and connectivity to FrontRunner, regional transit and trails, and across I-15.
- Strengthen the Economy**
 - Replace aging infrastructure on I-15.
 - Enhance the economy by reducing travel delay on I-15.
- Improve Mobility for All Users**
 - Improve mobility and operations on the I-15 mainline, I-15 interchanges, connected roadway network, transit connections, and bicyclist and pedestrian facilities to help accommodate projected travel demand in 2050.

I-15 Mainline Alternatives



I-15 Mainline Alternatives - Travel Times

4-HR PEAK PERIOD AVERAGE TRAVEL TIME			4-HR PEAK PERIOD AVERAGE SPEED		
SCENARIO	SB - AM PEAK (MINUTES)	NB - PM PEAK (MINUTES)	SCENARIO	SB - AM PEAK (MILES PER HOUR)	NB - PM PEAK (MILES PER HOUR)
2019 EXISTING	18	19	2019 EXISTING	60	57
2050 NO BUILD	55	66	2050 NO BUILD	20	16
OPTION A (Traditional HOT)	28	30	OPTION A (Traditional HOT)	39	36
OPTION B (Reversible HOT)	21	22	OPTION B (Reversible HOT)	51	49

Proposed Walking and Biking Improvements



Slow it down



Minimize exposure to conflicts



Provide adequate sight distance



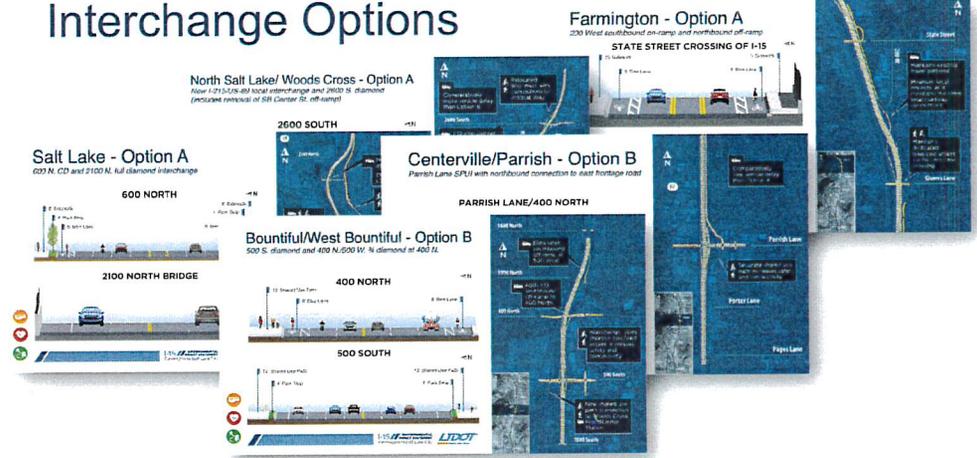
Keep it direct



Access for all



Interchange Options



Local Area Working Groups

- Area residents
- Business owners
- Limited income
- People of color
- Elderly (over the age of 64)
- Persons living with disabilities
- Youth
- Linguistically isolated



Alternatives Open Houses



Efforts to Reduce Barriers

- Free transportation to open houses
- Free food at open houses
- Kid's Corner at open houses
- English/Spanish collateral materials
- Spanish interpreters at open houses
- Map commenting tool in English/Spanish
- Targeted social media ads
- Meetings in accessible buildings central to study area



Alternatives Screening Process

Public Input

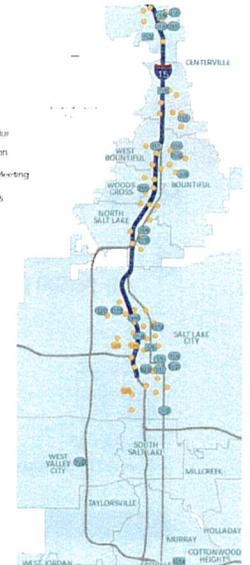
60 Locations With Public Information Posters

31 Presentations

Over 50 Stakeholder Meetings

Over 2,800 Comments Received

- Legend
- I-15 Study Corridor
 - Collateral Location
 - Neighborhood Meeting
 - Formal Presentations
 - On Site
 - Virtual

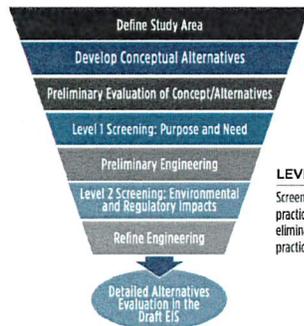


Alternatives Screening Process

Only alternatives that meet both Level 1 and Level 2 advanced for further study

LEVEL 1

Screening determines which concepts meet the project's purpose and need and eliminates concepts that do not meet the purpose and need of the project.

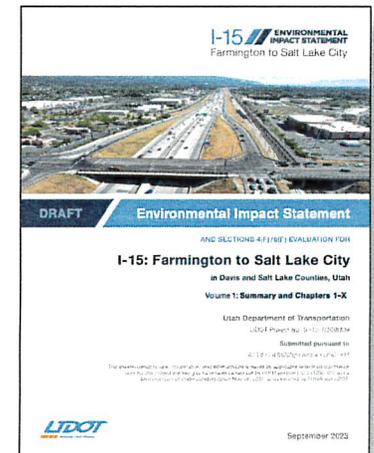


LEVEL 2

Screening identifies concepts that are practicable and reasonable and eliminates concepts that are not practicable and reasonable.

Draft EIS Release

Website: i15eis.udot.utah.gov



DEIS Public Meetings & Comment Period

September 29, 2023 – November 13, 2023

How do I give input?

 **In-Person** – At one of the in-person public meetings

 **Online** – View the webmaps and use the GIS comment map, comment box on the study webpage or send us an email at i15eis@utah.gov



October 16
Online Open House



October 17
Open House & Hearing
State Fair Park, Bonneville Building



October 18
Open House & Hearing
South Davis Rec Center

Public Comments



Improve Safety

- Does the preferred alternative address safety in areas/ways you care about?
- Are there safety issues you don't see addressed in the alternative?



Better Connect Communities

- Does the preferred alternative better connect you to the places that matter to you?



Strengthen the Economy

- Does the preferred alternative strengthen the economy in ways that matter to you?



Improve Mobility for All Users

- Does the preferred alternative improve walking and biking connections in your area?
- Were there improvements/connections you hoped to see that you didn't?

Study Team Contact Information

 Phone: 385-220-5797

 Email: i15eis@utah.gov

 Website: i15eis.udot.utah.gov

 Join our Facebook group to stay up to date:
facebook.com/groups/udoti15eis

Draft EIS Release



City Council Staff Report



Subject: Loader
Author: Charles Benson
Department: Landfill
Date: October 10, 2023

Background

In 2015 Bountiful City Landfill leased a new John Deere 744K loader. The loaders are used to place material where it is needed and are a key piece of equipment in landfill operations. We have now reached the end of the lease with two options. Return the loader back to John Deere or choose the purchase at maturity option for \$51,276.56 and keep the loader as a backup. A new 744 loader is around \$275,000.

Analysis

Staff looked at the needs of the Landfill and this mid-sized loader fulfills the need for a reliable back-up machine. A reliable back is needed when other equipment is in for regular service and maintenance or an unexpected breakdown. This loader has been well maintained by us and we expect it to be in service for another 5 to 7 years.

Department Review

This report was reviewed by the Landfill Director, Public Works Director, and the City Manager.

Significant Impacts

The Landfill has allocated \$53,000 in the FY 24 budget for this purchase.

Recommendation

Staff recommends that the Council approve the purchase of John Deere 744 K Loader from John Deere Financial in the amount of \$51,276.57.

Attachments

None

City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Biehler
Department: Police Department
Date: October 2, 2023

Background

The following is a request to approve the purchase of five police vehicles. Funding for these vehicles is included in our FY 2024 budget.

Analysis

The vehicles to be purchased are:

Two Ford F-150 trucks assigned to the patrol division. The F-150's will be purchased locally at Performance Automotive Group at the price of \$49,158 each. Performance Automotive is not a dealer on the state contract site but their price is competitive with state contract pricing.

Three Dodge Durangos assigned to the patrol division. These Dodge Durangos will be purchased from the Young Automotive Group for \$41,895 each. No other bids were attempted due to Young Automotive having this vehicle on state contract pricing and having the vehicles available to us shortly.

We have had a difficult time receiving vehicles that we've ordered for patrol for several years now. With the auto union strike that occurred we were given estimates of 2025 before some Ford vehicles would be made available to us. The City Manager gave me permission to order these vehicles once we found them to be available to us.

We will sell five vehicles in our fleet; likely the following:

2011 Ford F-150 with 112,000 miles
2013 Ford Explorer with 85,000 miles
2018 Dodge Charger with 87,000 miles
2018 Dodge Charger with 75,000 miles
2019 Dodge Charger with 85,000 miles

Department Review

The Police Department and City Manager have reviewed this staff report.

Recommendation

I respectfully request your approval to purchase police vehicles in the amount of \$224,001. Thank you for your consideration in this matter.

Significant Impacts

In order to get a vehicle build date as soon as possible we have already placed the order for the Ford F-150's and placed a hold on the Dodge Durangos.

Attachments

None

City Council Staff Report



Subject: Police Department Restroom Remodel
Author: Chief Biehler
Department: Police Department
Date: October 3, 2023

Background

The following is a request to approve the architectural design fees for the remodel of four restrooms on the main floor of the police department. Funding for this project is included in our FY 2024 budget.

Analysis

The police building is 25+ years old. Over the last several years we have been making improvements to various parts of the building that have been failing. The current restrooms on the main floor of the building are in desperate need of a remodel. We have experienced broken pipes, leaking pipes, bad drains, broken tile, etc.

In July of 2023 we hired Galloway and Company to do a feasibility study for the entire building. Various areas in that study were identified as needing attention. Two of the employee restrooms on the main floor and the public restroom in the lobby of the building were both included in that study.

With the information gathered from Galloway and Company we asked three architecture firms to provide a bid for architecture work on this project. Those three firm names were provided to me by the City Engineer as having good reputations. Two of those firms were responsive to our request. The Galloway and Company firm responded with a bid of \$24,500 for the architecture portion of the project. Gould Plus Architectures responded with a bid of \$21,400 for the architecture portion of the project.

Department Review

The Police Department, City Engineer, and City Manager have reviewed this staff report.

Recommendation

I respectfully request your approval to enter into a contract with Gould Plus Architecture for the remodel of the Police Department restrooms for \$21,400. Thank you for your consideration in this matter.

Significant Impacts

Funding for this project was included in the FY24 budget.

Attachments

Galloway and Company
Gould Plus Architecture

August 28th, 2023

Dave Edwards

805 S Main St
Bountiful, UT 84010

RE: 2023 Public Safety Building Restroom-Shower Remodel

Asst. Chief Edwards,

Please find below our proposed fee structure based upon an estimated project budget of \$175,688.00 and the scope of work anticipated by the Galloway Team. We understand the project scope to consist of the following characteristics:

- Approximately 540 SF of restroom remodel.
 - Removal and replacement of all wall and floor finishes
 - Removal and replacement of all restroom partitions
 - Removal and replacement of all plumbing fixtures
 - Removal and replacement of all restroom accessories
- Mechanical Design services
 - Restrooms 152 and 153 review of Exhaust Fan
- Electrical design services
 - Redesign of lighting
 - Redesign of fixture controls

Scope of Services Included:

1. Architectural Building Design

- a. SD, DD, CD, Permitting, Bidding, and CA (Limited service)
- b. Evaluation of existing conditions for accessibility and building code concerns
- c. Design of interior finishes and details
- d. Evaluation of relocation of water fountain
- e. Specifications (Format TBD)

2. Mechanical Engineering

- a. SD, DD, CD, Permitting, Bidding, and CA (Limited service)
- b. Refresh the fixtures and finishes to match the City Hall
- c. Evaluation of exhaust equipment Restrooms 152&153
- d. System modifications for smell remediation Restrooms 152&153
- e. Specifications (Format TBD)

3. Electrical Engineering

- a. SD, DD, CD, Permitting, Bidding, and CA (Limited service)
- b. Interior lighting systems and updated lighting control.
- c. Power distribution systems,
- d. Hardwired flush valves.
- e. Electrical fixture efficiency evaluation
- f. Specifications (Format TBD)



Professional Services Excluded, but not limited to:

1. Exhaustive Investigations of existing buildings and systems
2. Detailed Cost Estimating
3. Fire Flow Testing
4. Fire Suppression System Design
5. Specialty systems equipment engineering
6. Commissioning
7. Civil engineering, site utilities, site drainage, etc.
8. Hazardous Materials identification and removal
9. LEED, Energy Star, or other certifications
10. Low Voltage Data, Access Control & CCTV Systems
11. Audio Visual Systems
12. Security systems
13. Access Controls
14. Emergency Generator Power Systems
15. UPS systems
16. Site signage and lighting systems
17. Telecommunication cabling design
18. Special grounding system
19. Snow melt system
20. Photovoltaic system design
21. Addition of new panels or service upgrade
22. Furnishings & Equipment Design

For the above scope of work, we propose a fee of \$24,500.00. See the following fee structure using the agreed-upon cost of construction:

Item	Gross Area	Rate	Budget	Notes
Demolition	540	\$10.00	\$ 5,400	
Remodel	540	\$250.00	\$ 135,000	
Div 2-16 Sub Total			\$ 140,400	
Pricing Variables				
Design Contingency		5.00%	\$ 7,020	Undefined elements
Timing Inflation Factor		5.00%	\$ 7,020	Assume Construction Q4 2023
GC General Conditions		6.00%	\$ 9,266	
GC O&P		5.00%	\$ 7,722	
GC Bonds & Insurance		2.00%	\$ 3,089	
Contractor Cost		13.00%		
Construction Budget Total			\$ 174,517	
Project Soft Cost				
Feasibility Study			\$ 2,200	Previously Approved by Lloyd Cheney
Construction Testing & Inspection		0.35%	\$ 611	% of Construction Sub Total
Builders Risk Insurance		0.25%	\$ 437	% of Construction Sub Total
Project Budget W/ Soft Costs			\$ 177,888	
Architectural Fees:				
Pre Design			\$ 3,000	Site Visits, Investigations, Drafting
Design			\$ 16,200	Arch., Mech., & Elect. Design and Const. Documents
Construction Administration			\$ 5,300	Site Visits, Submittal Review, Punchlisting
Total Architectural Fee			\$ 24,500	
Total Project Budget			\$ 202,388	

Bountiful City Public Safety Remodel
 August 14th, 2023

Project Schedule											
ID	Task	Start	End	Days	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024
1 Project Start											
1.1	Kickoff	09/01/23	09/07/23	7	■						
1.2	Information Gathering	09/08/23	09/21/23	14	■	■					
2 Design/Construction Documents											
2.1	Floor Plan Development	09/22/23	10/12/23	21		■	■				
2.2	Finish & Fixture Selection	10/10/23	10/23/23	14		■	■				
2.3	Specifications	10/16/23	10/29/23	14		■	■				
2.4	City Review	10/29/23	11/04/23	7			■				
3 Permitting											
3.1	A/E Final Documents	11/04/23	11/10/23	7			■				
4 Bidding											
4.1	Contractor Pricing	11/09/23	11/22/23	14			■	■			
4.2	GMP Negotiation	11/29/23	12/05/23	7				■			
5 Construction											
5.1	Start	12/07/23	03/06/24	91				■	■	■	■
5.2	Substantial Completion	03/13/24	03/19/24	7							■
5.3	Final Completion	03/19/24	03/19/24	1							■
6 Post Construction											
6.1	Warranty Evaluation	03/19/25									

Please find our fee reflective of the scope as discussed previously and understood. If Galloway has misinterpreted this request for professional services, please contact me at your earliest convenience to discuss. We appreciate this opportunity to work with Bountiful City Police and look forward to expressing our capabilities and knowledge in an effort to build a future partnership.

Sincerely,
GALLOWAY

Scott Holmes, AAIA
 Sr. Project Manger
ScottHolmes@GallowayUS.com
 801-898-2313

cc: N/A



October 3, 2023

Chief Edward Biehler, Senior Plans Examiner
Bountiful Police 805 South Main
Bountiful, UT 84010

Re: Restroom Remodel

Chief Biehler,

We appreciate the opportunity to give you an architectural design proposal for remodeling/refreshing finishes in two pairs of restrooms in your headquarters building. Your personal tour was also very helpful in understanding what you want.

SCOPE OF WORK - Our understanding of the scope of work is:

New finishes in two pairs of restrooms. We understand that the finishes should be similar to the restrooms in Bountiful City Hall.

- We anticipate that there will be some access to existing building plans. We will confirm the dimensions and layout of existing toilet facilities.
- Demolition and replacement of all plumbing fixtures.
- Demolition and replacement of all floor finishes.
- Demolition and replacement of all wall finishes.
- Demolition and replacement of toilet partitions.
- Demolition and replacement of all restroom accessories. (Grab bars, mirrors, dispensers, etc.)
- Power for any new controls or restroom accessories needed.
- Demolition of existing lighting and design of a new softer lighting system.
- Evaluation of the restroom exhaust system in order to identify and remediate smell issues.
- Evaluation to meet updated ADA and building code requirements in the restrooms.
- Possibly shift the drinking fountains outside the restrooms in order to meet ADA door clearances into the restrooms.

PHASES OF ARCHITECTURAL DESIGN SERVICE – We anticipate that phases of our work will include:

- Preliminary Design
- Construction Documents - Drawings and specifications that a general contractor can use to bid and build the remodel. Specification format may be included in the drawings or as a separate project manual.
- Permitting – Work with the Building Official to obtain a building permit.
- Bidding Assistance – Answering bidder questions. Issuing any addendum needed for clarification.
- Construction Administration
 - Review product submittals by contractor to verify they meet the intent of the drawings and specifications.
 - Answer contractor questions.
 - Periodically review the contractor's work.
 - Help prepare punch lists for the contractor to complete the project.

We propose using the same engineers we have teamed with for work we've done on all the South Davis Metro Fire Stations. I'm confident that they will do a great job for us.

Olsen & Peterson Consulting Engineers – Plumbing and Mechanical Engineering

BNA Consulting – Electrical and Lighting Engineering

Professional services excluded, but not limited to:

- ADA evaluations in the rest of the facility. We don't anticipate that this will be required by the Bountiful Building Official. However, we've seen some 3rd party permit reviews require more extensive ADA and code reviews of entrances, parking, etc. This is beyond the intended scope of this restroom refresh.
- Detailed cost estimating.
- Renderings.
- Fire Suppression System Design – We anticipate that the existing fire sprinkler system will remain unchanged.
- Systems Commissioning.
- Hazardous materials identification and removal.
- LEED, Energy Star, or other certifications.
- Audio/Visual systems.
- Addition of new electrical panels.
- Permit Fees.

Our fee proposal is based on the Police Department's projected budget in the range of \$250,000 to \$300,000.

Architectural Fee	\$15,000
Plumbing / Mechanical Engineering Fee	\$ 4,200
<u>Electrical Engineering Fee</u>	<u>\$ 2,200</u>
Total Design Fee	\$21,400

We anticipate that a standard American Institute of Architects B101 – Standard Form of Agreement Between Owner and Architect will be the basis for our contract to do the design work. We anticipate that the timing of the work will be as follows.

- Drawings ready for contractor bidding in 2 months after given the notice to proceed.
- Permitting and bidding may take about one month.
- A general contractor should be able to finish the project in 2 or 3 months.

We are available to begin this work immediately. I live within a mile of the station and will easily be able to confirm existing conditions and track construction progress. It would be an honor to serve my Bountiful Police Department.



Bill Gould,
Gould+ Architects, LLC

City Council Staff Report



Subject: Lot Line Adjustment for Lots 18 and 19 of Oak Hollow Subdivision
Author: Lloyd Cheney, City Engineer
Department: Engineering, Planning
Date: October 10, 2023

Background

David Ercanbrack, owner of Lot 18 and Chananat Seanguwan, owner of Lot 19, applicants, are requesting approval of a lot line adjustment to the properties located at 515 E (Lot 18) and 551 E (Lot 19) 3550 S Street. The proposed adjustment would affect the side lot line which is common to the two lots. These lots are located in the R-3 subzone which have the following minimum requirements:

- Lot Size = 11,000 sqft
- Buildable Area = 3,000 sqft
- Lot Width = 80 ft (measured at the front setback)

This item was reviewed by the Planning Commission at their meeting on October 3, 2023. The Commission voted unanimously to recommend approval by the City Council.

Analysis

The situation necessitating the request for the lot line approval is unique. It is believed that a surveying error resulted in the property corners of Lot 19 being improperly located, which resulted in the actual side yard between the home on Lot 19 and the property line to be 4 feet, which is significantly less than the minimum side yard requirement of 8 feet. Fortunately, the owners of Lot 18 have a larger side yard setback to their home and are willing to adjust the line by 3 feet to reduce the level of non-compliance on Lot 19.

General: Lot 18 was originally platted as a 13,248 sqft lot and was subsequently modified by a prior property transaction with the owners of Lot 15 (immediately to the North of Lot 18). With the proposed 3 ft modification of the property line common to Lots 18 and 19, the resulting lot will be 12,885 sqft in size. The resulting Lot 18A will still exceed the minimum size and width requirements for the R-3 subzone. Lot 19 was originally platted as a 13,017 sqft. Lot 19A increases the lot size to 13,378 sqft and increases the lot width by 3.0 ft at the 3550 S right of way line.

Utilities: No additional utilities are required. Each home is currently serviced with all necessary utilities.

Easements: The original subdivision plat included a 7.5 ft wide side yard utility easement on side yards of each lot. The adjustment of the property line necessitates a release of a portion of the original easement on the west line of Lot 19. The area of the easement to be released is noted on the plat.

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

Department Review

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

Significant Impacts

None

Recommendation

Staff recommends the City Council approve the lot line adjustment to Lots 18 and 19 of the Oak Hollow Subdivision to the City Council with the following conditions:

1. Prepare a final plat after making any minor corrections identified during the review process.
2. Provide a current title report for the 2 properties.

Attachments

1. Lovely aerial photo.
2. A copy of the preliminary plat.
3. Exhibit Drawing



Figure 1 Proposed Amended Lot Line Configuration

City Council Staff Report

Subject: Land Use Code Text Amendment to the C-N
(Neighborhood Commercial) Zone
Author: Amber Corbridge, Senior Planner
Department: Planning
Date: October 10, 2023



Background

The Planning Commission reviewed this Land Use Code Text Amendment on September 5, 2023, see staff report [here](#) and meeting minutes (as drafted in part of this published Planning Commission packet). Staff recommends amending the land use table, specifically for the C-N (Neighborhood Commercial) Subzone. This table includes permitted, conditional, and prohibited uses for the C-N Subzone. The goal is to include more permitted low impact commercial use for the C-N Subzone (see Exhibit A). These uses include permitting the following low-impact uses in the C-N Subzone:

(currently prohibited)

1. Banks and institutions
2. Medical/dental laboratory

(Currently conditional)

3. General Retail w/o Outside Storage
4. Medical/dental office
5. Personal services
6. Professional services
7. Tailor, seamstress, shoe repair
8. Tutoring, dance, preschool, daycare

During the October 3, 2023 Planning Commission meeting, the Commission reviewed this proposed amendment and held a public hearing. The Commission forwarded a positive recommendation with a 5-0 vote.

Analysis

The City Council will need to consider how the Land Use Code Text Amendment is necessary, is in the interest of the public, and is in harmony with the objectives and purposes of the Bountiful General Plan and Land Use Code. The purpose and object of the C-N Zone is to allow for uses which involve light vehicle traffic and/or local in nature. Areas

in the City zoned for C-N should be near or immediately adjacent to collector roads (14-6-101(C)). Currently, there are no areas in the city zoned C-N. During the September 5, 2023, Planning Commission meeting, the Commission reviewed a Zoning Map Amendment application for 1480 South Orchard Drive currently in the Single-Family (R-4) Residential Zone and forwarded a positive recommendation to the City Council. It is anticipated that the Council will review this Zoning Map Amendment during their upcoming meeting on October 10, 2023.

All uses listed in Table 14-6-103 of the C-N Subzone are as follows:

Permitted Uses:

- Municipal Facility
- Telecommunication Facility on City property

Conditional Uses:

- Convenience Store
- Dry Cleaner
- Food Preparation/Bakery
- Gas Station
- General Retail w/o Outside Storage
- Grocery Store
- Laundromat
- Medical/Dental Clinic
- Millwork, Cabinetry
- Non-motorized Recreation, Pool
- Personal Services
- Professional Services
- Public/Private Assembly
- Restaurant
- Tailor, Seamstress, Shoe Repair
- Telecommunication Facility not on City property
- Thrift Store
- Tutoring, Dance, Preschool, Daycare
- Vehicle Storage, Indoor

Prohibited Uses:

- Assisted Living Center
- ATV/Snowmobile Sales w/or w/o Outside Storage
- Bail Bonds
- Banks, Credit Unions

Bottling, Caning, Food Production
Bar, Tavern, Drinking Establishment
Building/Construction Materials and Supplies w/ or w/o Outside Storage
Check Cashing, Title Loans
Construction Services w/ or w/o Outside Storage
Fast Food Restaurant w/ or w/o Drive-up
Feed Lots, Animal Rendering, Animal Raising
Firearm/Shooting Range – Indoor/Outdoor
Funeral Parlor, Cemeteries, and Crematory Services
General Retail w/ Outside Storage
Hotels (Interior room access)
Industrial Manufacturing
Kennels, Animal Boarding
Mail Order/Online Distribution Office w/ Onsite
Mail Order/Online Distribution Office w/Onsite Outdoor Storage
Medical/Dental Laboratory
Motels (Drive-up/exterior room access)
Motorized Recreation
Pawnshop, Secondhand Merchandise
Residential
Security Services
Self-Storage Units or Warehouse w/o Office
Sexually Oriented Business, Escort Service
Tattoo Parlor
Vehicle Part Sales
Vehicle Repair
Vehicle Sales
Vehicle Salvage/Wrecking
Vehicle Storage – Outdoor
Warehouse w/ Office
Welding, Autobody, Machine Shop, Fiberglass, Painting – Indoor/Outdoor

It is in the best interest of the public to provide a Commercial Zone which allows for more local, low impact uses, hence the subzone title of neighborhood commercial. The proposed code text amendment would positively impact the rezone petition for the property at 1480 South Orchard Drive. The City should support C-N areas and uses which benefit the neighborhood community.

Similarly, surrounding cities with low-impact commercial zones permit the following uses:

West Bountiful

Appliance Repair, Shoe Repair, Drug Store, Small Retail, Offices, Personal Services, Parks, Convenience Stores, Learning Studios, Real Estate Offices, Computer Sales/Services, Office Machine Sales, Ceramic Business, Carpet Cleaning, and Cannabis Pharmacy

Woods Cross

Fitness Centers, Small Retail, Banking/Credit Union, Drug Store, Eateries, Hardware Stores, Offices, Professional Services, Medical Clinics, Movie Theaters, Esthetician Services, Parks, and Storage

Centerville

Club or Service Organization, Government Services, Post Office, Protective Service, Reception Center, Childcare Center, Convalescent Care Facility, Laundry or Dry Cleaning-Limited, Media Service, Medical/Dental Lab, Medical Service, Office – General, Personal Care Service, Personal Instruction Service, Printing/Copying – Limited, Retail – General, and Retail-Limited

Farmington

Residential Facility for Disabled, Single-Family Dwelling, and Two-Family Dwelling

Ogden

Accessory Apartment – one unit, Accessory Buildings – Incidental, Adult Daycare, Altering/Pressing/Repair of Apparel, Auto Service Station – Small, Baby Formula Service, Bakery Manufacture/Retail, Financial Institution, Barbershop, Beauty Shop, Business or Professional Office, Café or Cafeteria, Christmas Tree Sales, Convenience Store, Delicatessen, Detective Agency, Dry Cleaning Pick Up Station, Frozen Food Lockers, Fruit Store or Stand, Garden Supplies and Plant Material Sales, Government Buildings or uses – Non-Industrial, Household Pets – Dwellings Only, Ice Cream Parlor, Ice Store and Vending Station, Launderette or Laundromat, Library, Locksmith, Lodge, Medical Cannabis Pharmacy, Newsstand, Nursery School, Park, Photo Studio, Photocopying/Printing, Post Office, Precious Metal Purchasing, Restaurant – drive in, Retail Sales – small, Roller-skating Rink, Seasonal Sales of Produce/Beverage, Service Station Auto – Minor, Shoe Repair or Shoeshine Shop, Studio for Professional Work/Teaching/Performance/Fine Arts, Taxicab Stand, Telegraph Office, Temporary Building for Uses of Construction Work, Travel Agency, and Upholstery Shop

Salt Lake City

Art Gallery, Artisan Food Production, B&B, Medical Clinic, Commercial Food Preparation, Community Garden, Daycare Center, Home Daycare, Group Home, Financial Institution, Government Facility, Home Occupation, Library, Mixed-Use Development, Mobile Food

Business, Museum, Office, Open Space, Park, Place of Worship, Recreation (Indoor), Recycling Collection Station, Restaurant, Retail Goods Establishment, Reverse Vending Machines, Sales and Display (Outdoor), Seasonal Farm Stand, Art Studio, Urban Farm, and Utility Building

Department Review

This staff report was written by the Senior Planner and was reviewed by the City Attorney, Planning Director, and City Manager.

Significant Impacts

There aren't any impacts to amending the use table for the C-N (Neighborhood Commercial) Subzone, as there are no areas in the City currently zoned for C-N (see attached Zoning Map), and any future areas to be zoned C-N would benefit from including more low impact commercial use options.

Recommendation

Staff recommends the City Council review the proposed Land Use Code Text Amendment, hold a Public Hearing, and approve the modifications made to the Commercial Use Table listed on the proposed Ordinance (See Exhibit A).

Attachments

- A. Proposed Ordinance
- B. City Zoning Map



BOUNTIFUL

MAYOR
Kendalyn Harris

CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

Bountiful City
DRAFT Ordinance No. 2023-06

**An Ordinance Amending the Land Use Code of Bountiful City
Section 14-6-103 related to Permitted, Conditional, and Prohibited Uses in the Neighborhood
Commercial (C-N) Subzone.**

It is the finding of the Bountiful City Council that:

1. The City Council of Bountiful City 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. After review and a public hearing of the proposed Land Use Code Text Amendment on September 5, 2023, and September 26, 2023, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
3. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
4. The City Council of Bountiful City reviewed the proposed Land Use Code Text Amendment on October 10, 2023, and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.

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

SECTION 1. Section 14-6-103 Permitted, Conditional, and Prohibited Uses, Chapter 6 of the Land Use Code of Bountiful City, Title 14 of the Bountiful City Code, related to permitted, conditional, and prohibited uses of the Neighborhood Commercial subzone is hereby adopted and enacted as shown on Exhibit A, which is attached hereto and incorporated by this reference.

SECTION 2. This ordinance shall take effect immediately upon approval.

Adopted by the City Council of Bountiful, Utah, this 10th day of October 2023.

Kendalyn Harris, Mayor

ATTEST:

Shawna Andrus, City Recorder

Exhibit A

14-6-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES

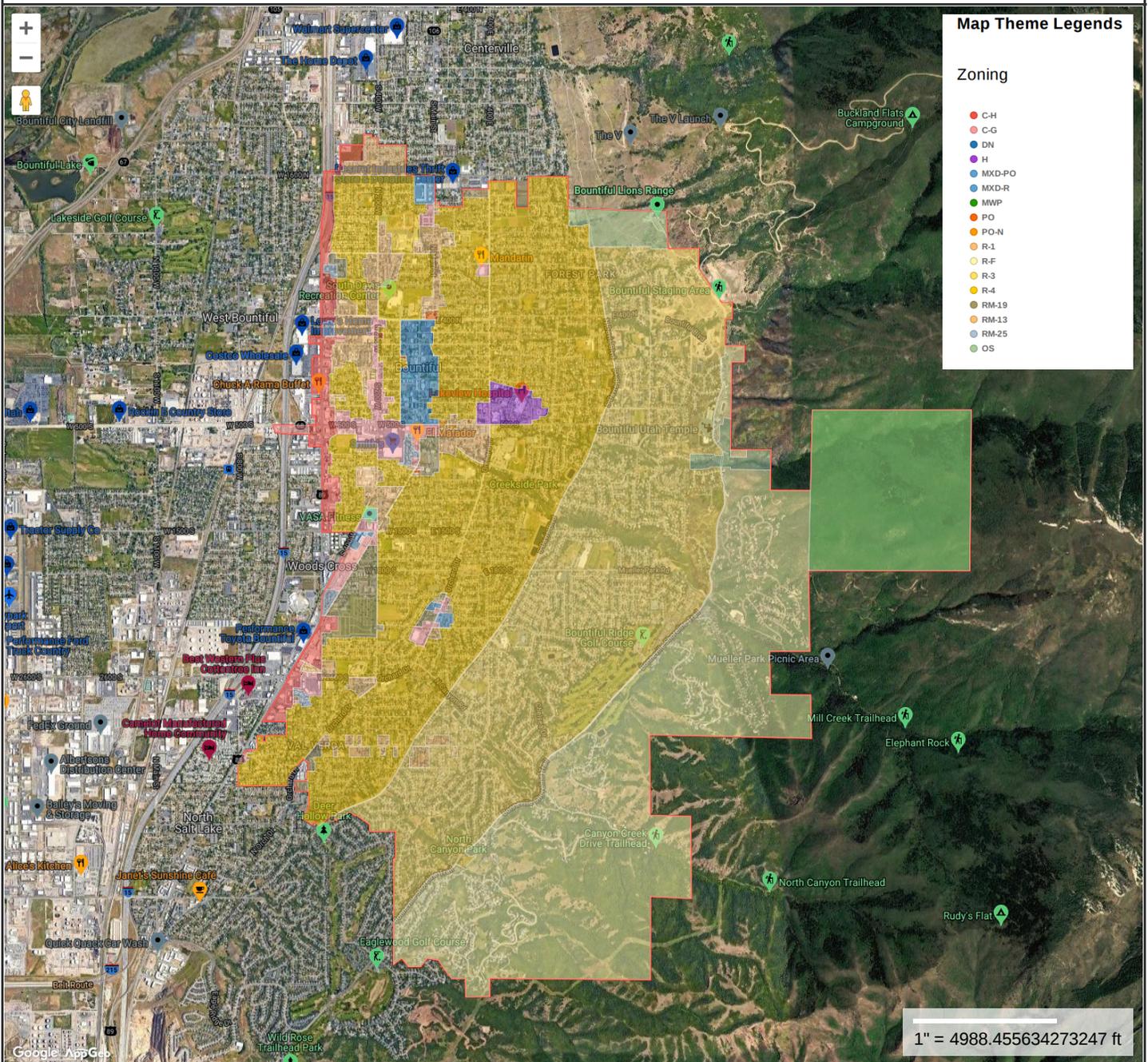
Subject to the provisions and restrictions of this Title, the following principal uses and structures, and no others, are allowed either as a permitted use (P) or by Conditional Use Permit (C) in the Commercial zone. Some uses may be expressly prohibited (N) in this zone. Any use not listed herein is also expressly prohibited.

Table 14-6-103

Use	C-H	C-G	C-N
Assisted Living Center	N	N	N
ATV and Snowmobile Sales w/o Outside Storage and/or Display	P	C	N
ATV and Snowmobile Sales with Outside Display	P	N	N
Bail Bonds	C	N	N
Banks, Credit Unions	P	P	NC
Bar, Tavern, Drinking Establishment	C	N	N
Bottling, Canning, Food Production	P	C	N
Building/Construction Materials and Supplies w/ Outside Storage	C	C	N
Building/Construction Materials and Supplies w/o Outside Storage	P	C	N
Check Cashing, Title Loans	P	C	N
Construction Services w/ Outside Storage	C	N	N
Construction Services w/o Outside Storage	P	C	N
Convenience Stores	P	C	C
Dry Cleaner, Laundry Service	P	C	C
Fast Food Restaurant w/ or w/o Drive-up	P	C	N
Feed Lots, Animal Rendering, Animal Raising	N	N	N
Fire Arm/Shooting Range – Indoor	C	C	N
Fire Arm/Shooting Range – Outdoor	N	N	N
Food Preparation, Bakery	P	P	C
Funeral Parlor, Cemeteries, and Crematory Services	P	C	N
Gasoline Sales	P	P	C
General Retail w/ Outside Storage	C	C	N
General Retail w/o Outside Storage	P	P	CP
Grocery Store	P	P	C
Hotels (Interior room access)	P	C	N
Industrial Manufacturing	N	N	N
Kennels, Animal Boarding	N	N	N
Laundromat (Self-operated)	P	P	C
Mail Order/Online Distribution Office w/ Onsite Indoor Storage	P	C	N
Mail Order/Online Distribution Office w/ Onsite Outdoor Storage	C	N	N
Medical/Dental Laboratory	P	C	NP
Medical/Dental Office	P	P	CP
Millwork, Cabinetry	P	C	C

Use	C-H	C-G	C-N
Motels (Drive-up/exterior room access)	N	N	N
Motorized Recreation	C	N	N
Municipal Facility	P	P	P
Non-motorized Recreation, Pool, Gymnasium – Public or Private	P	P	C
Pawnshop, Secondhand Merchandise,	C	N	N
Personal Services	P	P	GP
Professional Services	P	P	GP
Public/Private Assembly	P	P	C
Residential	N	N	N
Restaurant	P	P	C
Security Services	P	N	N
Self Storage Units or Warehouse w/o Office	N	N	N
Sexually Oriented Business, Escort Service	C	N	N
Small Engine/Appliance Repair	P	P	N
Tailor, Seamstress, Shoe Repair	P	P	GP
Tattoo Parlor	C	N	N
Telecommunication Facility not on City Property	C	C	C
Telecommunication Facility on City property	P	P	P
Thrift Store	P	C	C
Tutoring, Dance, Preschool, Daycare	P	P	GP
Vehicle Part Sales	P	P	N
Vehicle Repair	P	N	N
Vehicle Sales	P	N	N
Vehicle Salvage/Wrecking	N	N	N
Vehicle Service and Wash	P	C	N
Vehicle Storage – Indoor	P	P	C
Vehicle Storage – Outdoor	C	N	N
Warehouse w/ Office	P	N	N
Welding, Autobody, Machine Shop, Fiberglass, Painting – indoor	P	N	N
Welding, Autobody, Machine Shop, Fiberglass, Painting - Outdoor	C	N	N

Bountiful Zone Map



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Bountiful, Utah makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

Map Theme Legends

Zoning

- C-H
- C-G
- DN
- H
- MXD-PO
- MXD-R
- MWP
- PO
- PO-N
- R-1
- R-F
- R-3
- R-4
- RM-19
- RM-13
- RM-25
- OS

City Council Staff Report

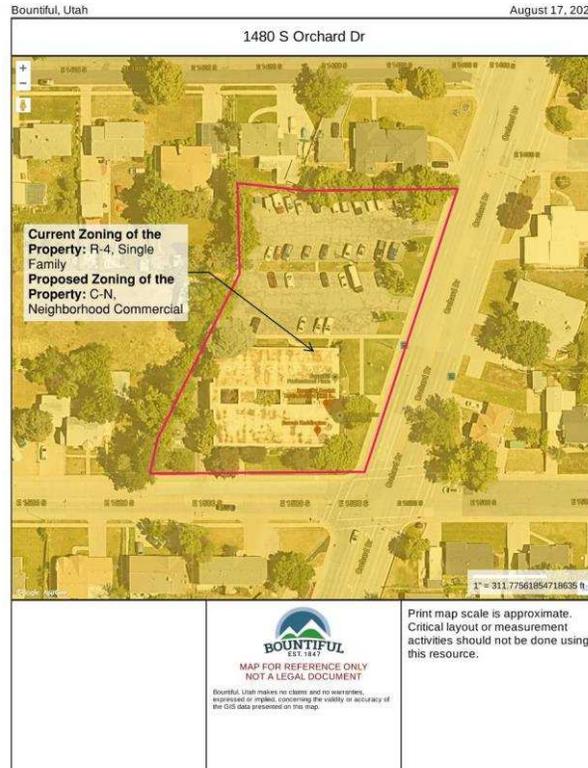
Subject: Zone Map Amendment from R-4 to C-N at
1480 South Orchard Drive
Author: Amber Corbridge, Senior Planner
Department: Planning
Date: October 10, 2023



Background

The applicant, Dave Larsen, property owner of Bountiful Professional Plaza at 1480 S Orchard Drive requests a Zone Map Amendment for this property from Single Family Residential (R-4) to Neighborhood Commercial (C-N).

The applicant stated the purpose for the petition is to “keep services in the area to benefit the community, like it has been for the past 59 years.” The applicant stated the property has existing characteristics of neighborhood commercial structures and uses, where the existing commercial tenants bring in low traffic and impacts to the neighborhood. The current tenants in the building include businesses such as beauty salons, dentist offices/lab, bookkeepers, consultants, insurance investors, preschool, etc. (See attached List of Uses). There are no proposed changes to the existing building or site.



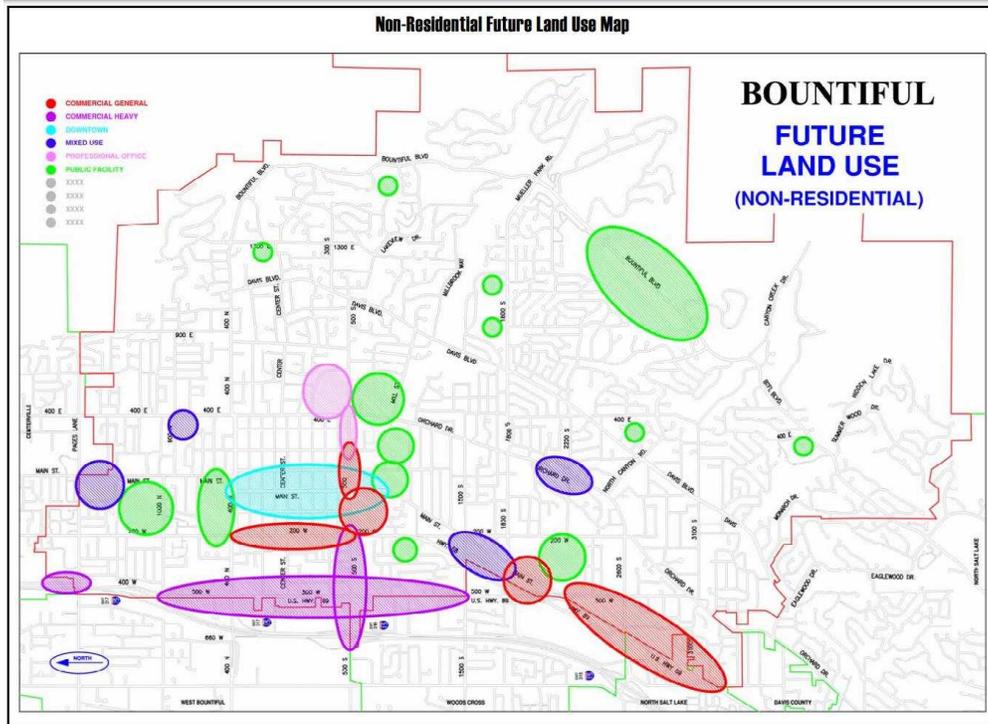
During the September 5, 2023 Planning Commission meeting, the Commission reviewed this proposed amendment and held a public hearing. The Commission forwarded a positive recommendation with a 6-0 vote.

Analysis

Previously, Bountiful City approved the Bountiful Professional Plaza construction plans (See attached plans) in the 1960's. At that time, zoning allowed for professional office uses. Since then, the property was rezoned to Single-Family Residential (R-4) which prohibits professional office uses. The applicant desires for the property to comply with the City code by rezoning to Neighborhood Commercial. Professional office-type uses are allowed in the Neighborhood Commercial zone. Additionally, rezoning the property would allow for more Neighborhood Commercial type uses in the Bountiful Professional Plaza besides the existing professional office uses.

The City Council will need to consider how the proposed zone map amendment is necessary, is in the interest of the public, and is in harmony with the objectives and purposes of the Bountiful General Plan and Land Use Code. There aren't any sites in the C-N subzone.

The Bountiful City Future Land Use Map, from 2009 Master Plan, shown below, does not show the area being non-residential in the future; however, the Planning Department recognizes the need for neighborhood commercial uses along commonly used corridors, like Orchard Drive. Staff believes neighborhood commercial zoning for this property is appropriate as it is along a main access road, located on a corner lot, and primarily surrounded by single-family properties. It appears this proposal would be in the best interest of the public and necessary in bringing the community a mix of low impact professional and personal services. The rezone would also encourage better use of the land and may promote property upgrades – making the area more desirable to live and work.



Department Review

This staff report was written by the Senior Planner and was reviewed by the Planning Director and City Manager.

Significant Impacts

There are minimal impacts to rezoning the property at 1480 South Orchard Drive to C-N (Neighborhood Commercial) as the property is already developed as a low impact commercial site, regarding utilities, parking, and the existing structure. The C-N Zone would allow for low impact commercial uses on the property and any change of use would require an Architectural and Site Plan review.

If the Zone Change Request is not approved the site would be limited to medical, professional, and business offices, e.g., dentist, doctors, lawyers, accountants, architects, etc., operating as legal non-conforming uses, and would not allow any personal care/improvement uses, e.g., beauty salons, tailors, seamstress, shoe repair, tutoring, dance, daycare, etc.

Recommendation

Staff recommends the City Council review the proposed Zoning Map Amendment and approve the property rezone at 1480 South Orchard Drive from R-4 (Single Family Residential) to C-N (Neighborhood Commercial).

Attachments

1. Application Questions
2. List of Uses
3. Site Plan and Floor Plan
4. Photos of Existing Site
5. Proposed Ordinance

ATTACHMENT 1: APPLICATION QUESTIONS

Why is the intended zone change necessary at this particular location, as service to the community?

To be able to keep going with services to the community that has been there for 59 years. This area has characteristics of neighborhood commercial uses and buildings.

Explain how the intended zone change will not be detrimental to the health, general welfare or safety of persons working or residing in the vicinity or injurious to the property or improvements in the vicinity.

It has tenants that are low traffic. It has services for child development, dental, medical, bookkeeping, and personal and professional services (tutoring, online banking, etc.).

Explain timetable for development.

Development is already in place. No changes are being proposed with the site or building.

Preliminary Development Plans

Already in place.

Amber Corbridge

From: diane larsen <activemomus@yahoo.com>
Sent: Tuesday, August 8, 2023 8:28 AM
To: Amber Corbridge
Subject: Zoning update for Bountiful Professional Plaza

Hi!

Here are the current tenants at Bountiful Professional Plaza:

Beauty Salons
Dentists
Dental Lab
Bookkeepers
Consultants
Insurance Investors
Preschool for Autistic Children
School for adolescents to improve reading Knife Sharpener Medical Professional

According to the recent Meeting with Dave, Amber and Francisco, a zoning of C-N was suggested for Bountiful Professional Plaza with an update for this zoning, which includes:

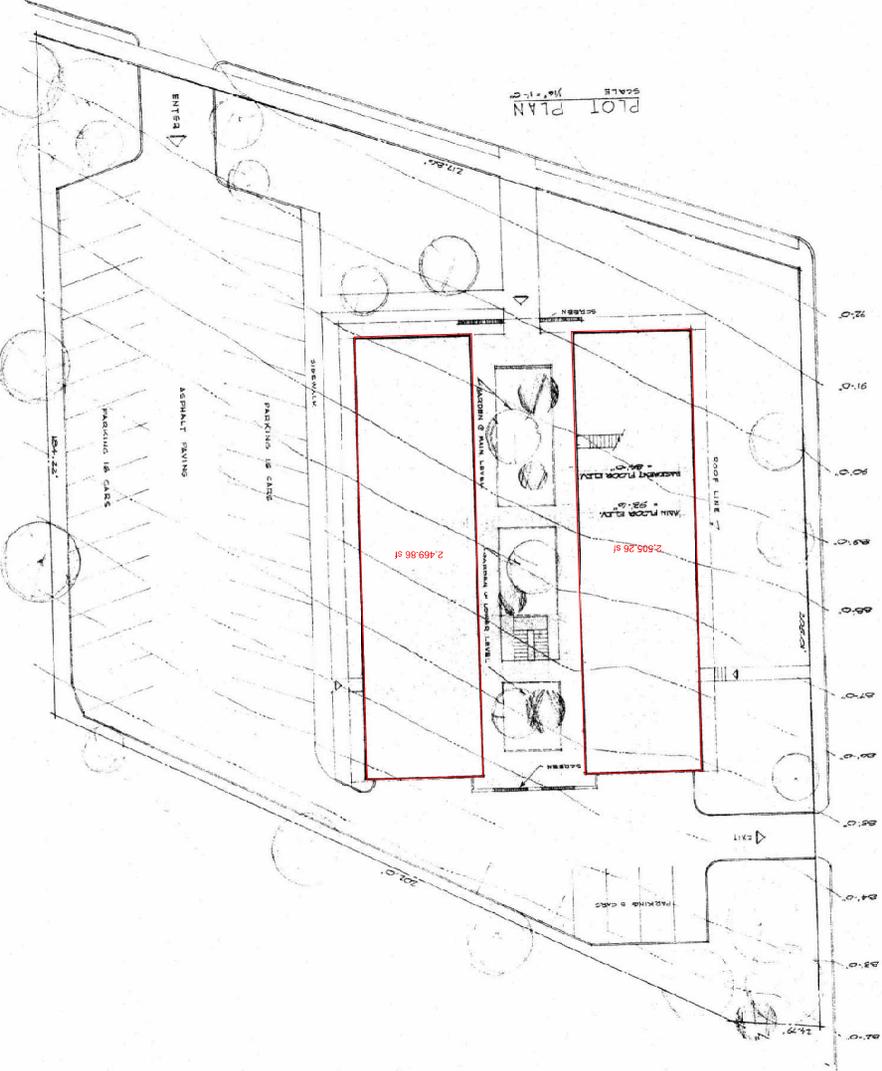
Online Banking
Medical/Dental Offices
Medical/Dental Laboratories
Personal Services
Professional Services
Restaurants
Tailors/Seamstresses/Shoe Repair
Telecommunications
Tutoring/Dance/Daycare

Thank you so much for your help with this zoning issue for Bountiful Professional Plaza.

Dave Larsen 801 580 2050
Diane Larsen

Sent from my iPad

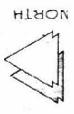
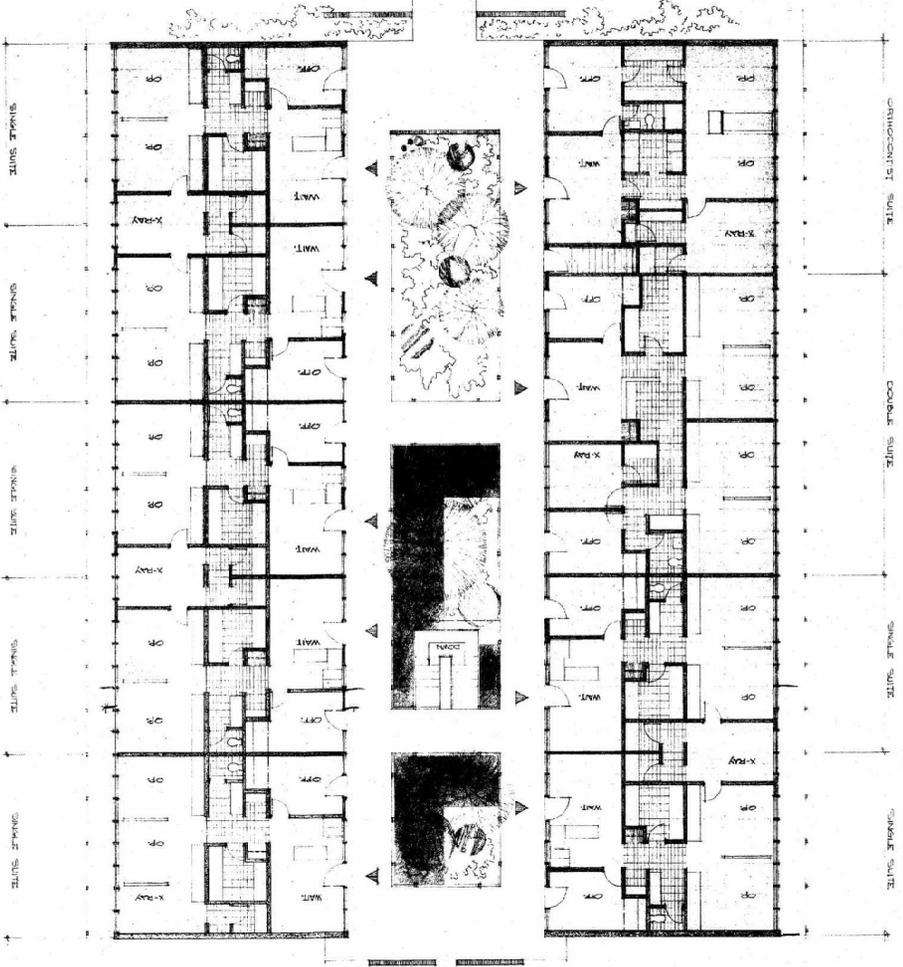
REVISIONS	DATE	APPROVED	11-5-22
COUNTIFUL DENTAL CLINIC			UTAH
JACKSON & SHARP			ARCHITECTS A.L.L.C.
SALT LAKE CITY, UTAH			DRAWING



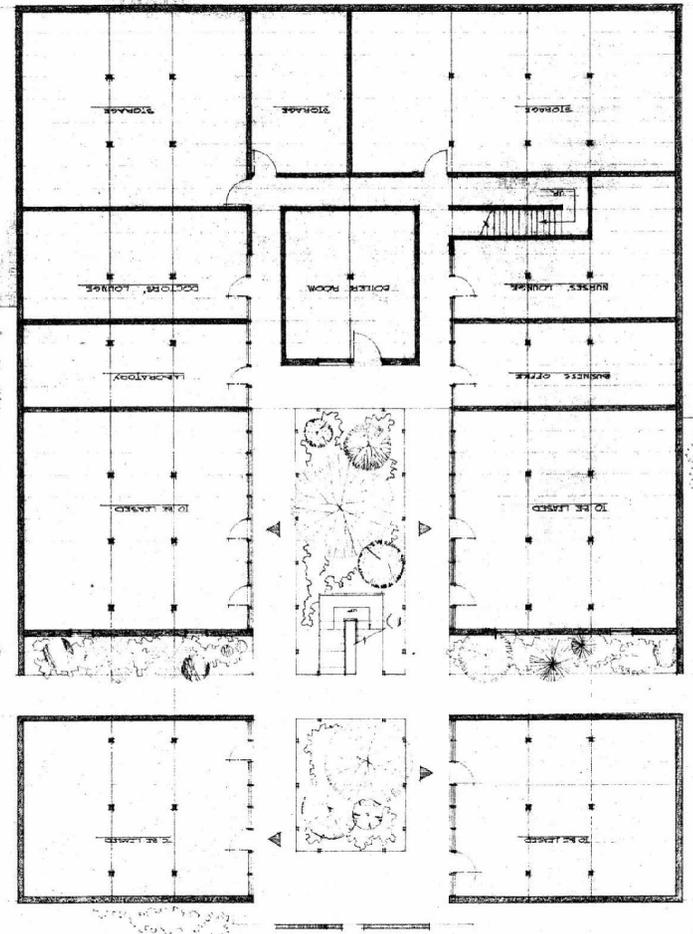
SCALE 1/8" = 1'-0"
 PLOT PLAN

DATE	APPROVED	BOUNTIFUL DENTAL CLINIC PROJECT NO. 1711
12-5-22		
DRAWING	JACKSON & SHARP ARCHITECTS A.I.A. SALT LAKE CITY, UTAH	

SCALE: 1/8" = 1'-0"
 MAIN FLOOR PLAN



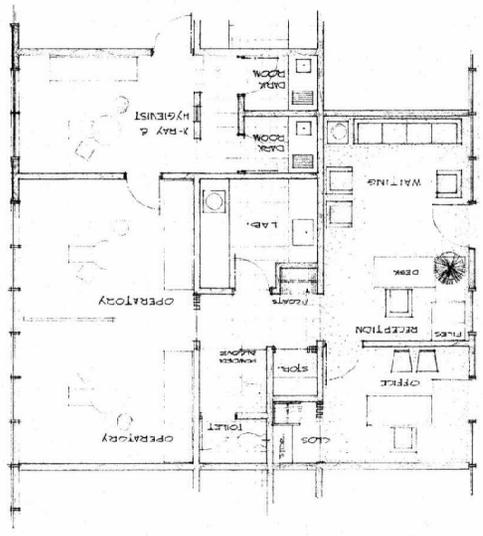
SCALE: 1/8" = 1'-0"
 BASEMENT FLOOR PLAN



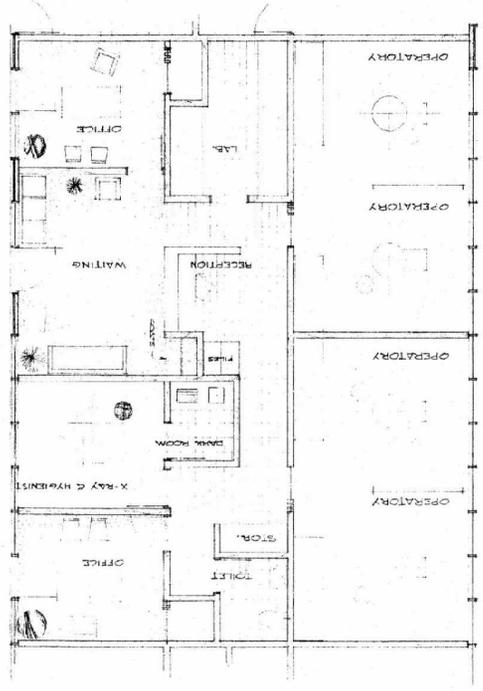
TO BE SOUTH

REVISIONS			
APPROVED	12-8-02	DATE	UTAH
BOUNTIFUL DENTAL CLINIC		JACKSON & SHARP ARCHITECTS A.I.A. SALT LAKE CITY, UTAH	
DRAWING			

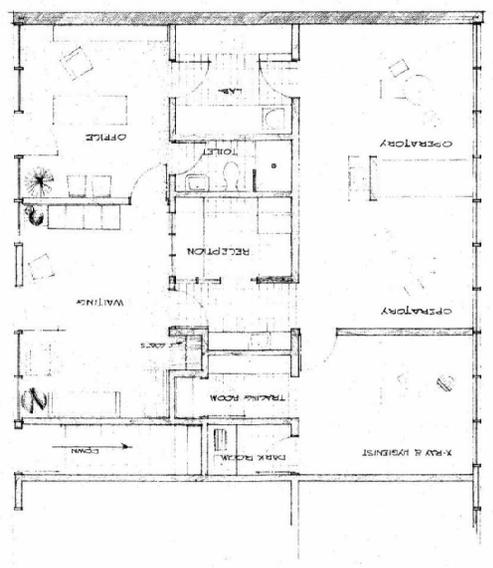
TYPICAL SINGLE-DENTIST SUITE
SCALE: 1/8" = 1'-0"
FLOOR AREA: 714 SQ. FT. (NET)



TYPICAL DOUBLE-DENTIST SUITE
SCALE: 1/8" = 1'-0"
FLOOR AREA: 879 SQ. FT. (NET)



TYPICAL ORTHODONTIST SUITE
SCALE: 1/8" = 1'-0"
FLOOR AREA: 911 SQ. FT. (NET)









BOUNTIFUL

MAYOR
Kendalyn Harris

CITY COUNCIL
Kate Bradshaw
Richard Higginson
Cecilee Price-Huish
Jesse Bell
Millie Segura Bahr

CITY MANAGER
Gary R. Hill

Bountiful City **DRAFT** Ordinance No. 2023-07

An ordinance amending the Bountiful City Zoning Map changing the zoning designation of a 1.25-acre parcel from Single Family Residential (R-4) to Neighborhood Commercial (C-N) Zoning.

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend zoning maps and ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
2. As required by Section 14-2-205 of the Bountiful City Land Use Ordinance this zone map amendment is found to be in harmony with the objectives and purposes of the Land Use Ordinance.
3. After a public hearing, the Bountiful City Planning Commission recommended in favor of approving this proposed zone map amendment on September 5, 2023.
4. The Bountiful City Council held a public hearing on this proposal on September 5, 2023 and finds that the requested zone map amendment is in harmony with the City's General Plan and in the best interests of the health safety and welfare of the City.

Now therefore, be it ordained by the City Council of Bountiful, Utah:

Section 1. The official Zoning Map of Bountiful City is hereby amended to designate the zoning for the following property as Neighborhood Commercial (C-N).

**1480 South Orchard Drive
Parcel #030810076**

ALL OF LOT 38, COLONIAL SUB. ALSO: BEG AT NW COR SD LOT 38; TH W 13.50 FT; TH N 84°36'50" W 60.08 FT; TH S 1°00'25" E 89.53 FT TO S LINE LOT 39, SD SUB; TH E 30.15 FT TO SW COR SD LOT 38; TH N 25°57' E 93.60 FT TO POB. CONT. 0.35 ACRES. ALSO: BEG ON W LINE OF A STR & N LINE OF ANOTHER STR AT A PT 11.15 CHAINS W FR SE COR BLK 39, NMC PLAT; WH PT IS N 18°42' E 26.39 FT & N 89°58'39" W 34.83 FT FR BOUNTIFUL CITY INTERSECTION MONU OF 1500 SOUTH STR & ORCHARD DRIVE; TH N 18°42' E 217.86 FT ALG W LINE SD STR TO S LINE OF COLONIAL SUB; TH W 184.22 FT ALG SD S LINE; TH S 25°57' W 202.0 FT ALG W LINE OF BONNEVILLE IRRIGATION DISTANT CANAL R/W, TH S 6°02' W 24.79 FT ALG SD R/W TO N LINE OF STR; TH S 89°58'39" E 205.01 FT ALG N LINE OF SD STR TO POB. CONT 0.90 ACRES TOTAL ACREAGE 1.25 ACRES

Section 3. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 10th day of October 2023.

Kendalyn Harris, Mayor

ATTEST:

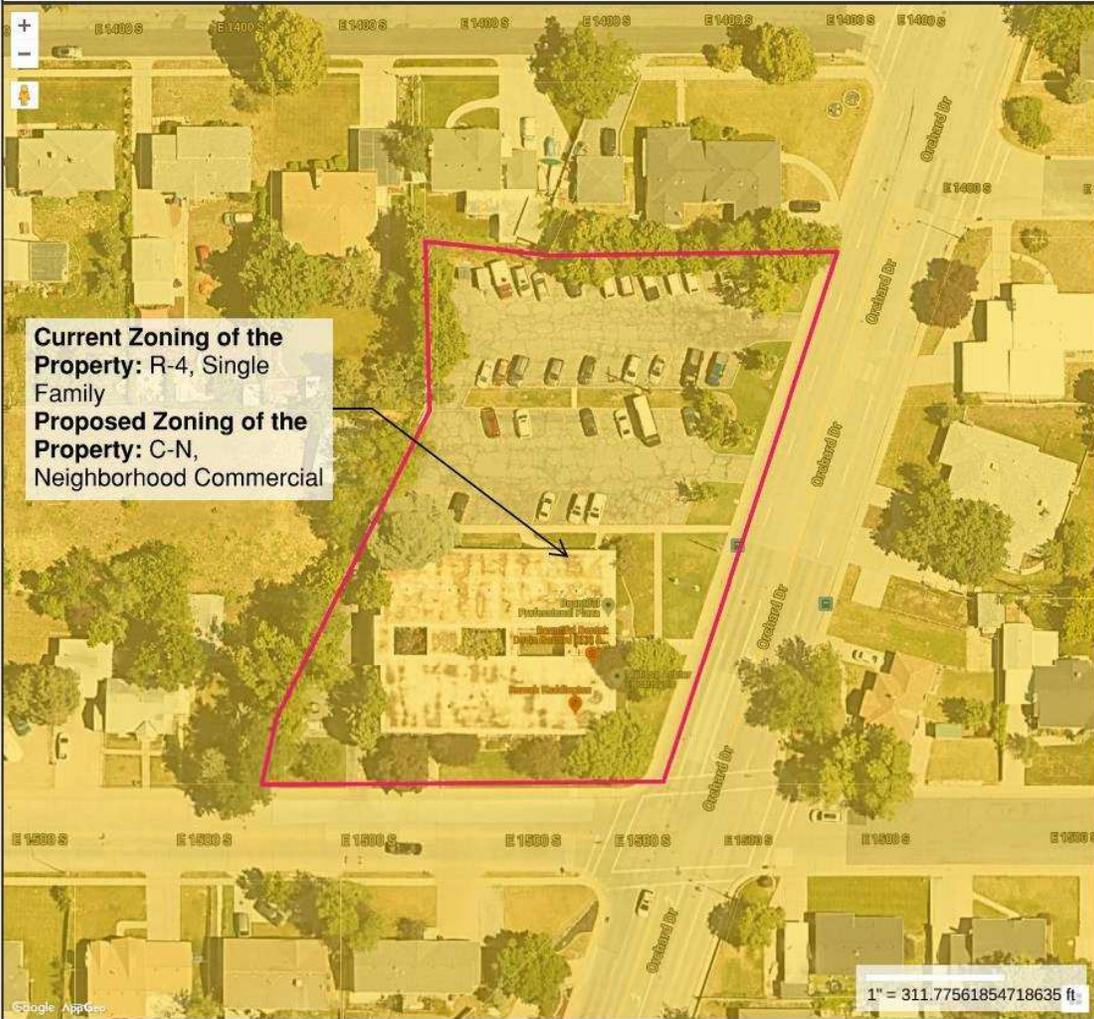
Shawna Andrus, City Recorder

Zoning Amendment

Bountiful, Utah

August 17, 2023

1480 S Orchard Dr



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Bountiful, Utah makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Print map scale is approximate.
Critical layout or measurement activities should not be done using this resource.

City Council Staff Report



Subject: Liquor License – Number One Thai Fusion
575 West 500 South
Author: Jonah David Hadlock, Assistant Planner
Date: October 10, 2023

Background

Thanakorn Tanapanit, the owner of Number One Thai Fusion Restaurant located at 575 West 500 South, requests a Liquor License to sell liquor inside their restaurant, located in the General Commercial (C-G) Zone. A Liquor License, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell liquor (including beer and wine) as permitted in the State license. Number One Thai Fusion has had an active business license since 2022 with the City. This applicant has not requested a Liquor License before the current application.

Analysis

The applicant and the proposed premise meet the required qualifications included in Bountiful City Municipal Code § 5-7-103. The applicable Departments have reviewed the proposed application and have not found any criminal record or other obstacle that prevents approval of the application.

Department Review

This Staff Report has been reviewed by the Planning Director, City Attorney, and City Manager.

Significant Impacts

There are no significant impacts on the community upon potential approval of this application.

Recommendation

Staff recommends approval of the requested Liquor License for Number One Thai Fusion Restaurant at 575 West 500 South, Thanakorn Tanapanit as the responsible license owner, based on the following conditions outlined in Municipal Code § 5-7-108. License Conditions:

- a) *Licensed premises shall be illuminated at a minimum of 2 candlepower light measured at a level 5 feet above the floor at all times that it is occupied or open for business and no booth, blind or stall shall be maintained unless all tables, chairs and occupants, if any, therein are kept open to full view from the main floor of such licensed premises.*
- b) *Licensed premises selling beer on draft shall be so situated that the beer-dispensing device is not visible from the area normally occupied by customers or patrons.*
- c) *All licensed premises shall be subject to inspection by any police officer.*
- d) *All employees handling and selling liquor must be at least twenty-one years of age.*

Attachments

None.