

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, August 25, 2020

5:30 - Work Session

7:00 p.m. - Regular Session

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

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

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

AGENDA

5:30 p.m. – Work Session

1. Temporary skate park discussion– Mr. Gary Hill p. 3
2. CARES Act funding discussion – Mr. Gary Hill p. 7
3. Department updates – Mr. Gary Hill and Department Managers p. 21

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on August 11, 2020 p. 23
4. Council Reports
5. Consider approval of expenditures greater than \$1,000 paid August 3 & 10, 2020 p. 29
6. Consider approval of the annual Tyler Technologies Software Maintenance contract for a total of \$82,979 – Mr. Alan West p. 33
7. Consider approval of the bid from Americom Tech, Inc. in the amount of \$46,313 for directional drilling – Mr. Allen Johnson p. 37
8. Consider approval of Ordinance 2020-08 amending the Bountiful City Land Use Code to allow indoor shooting ranges as a conditional use in the C-G subzone – Mr. Francisco Astorga p. 41
 - a. Public Hearing (continued)
 - b. Action
9. Consider for re-approval: – Mr. Tyson Beck p. 71
 - a. FY2021 transfer of funds from the Light and Power Fund to the General Fund
 - i. Public Hearing
 - ii. Action
 - b. FY2021 transfer of funds from the Landfill Fund to the Recycle Fund
 - i. Public Hearing
 - ii. Action
10. Consideration of Resolution 2020-10 (revision of Resolution 2020-06) forgiveness of interfund loan between the Landfill Fund and the Water Fund and associated transfer of funds – Mr. Tyson Beck p. 73
 - a. Public Hearing
 - b. Action
11. Consider approval of a deer control program – Chief Tom Ross p. 77
12. Consider approval of a second extension of the deadline to construct all public improvements for the Kathryn Lane P.U.D. – Mr. Lloyd Cheney p. 79
13. Consider approval of the sale of Lot 1, Slagwood Subdivision to TLC Construction – Mr. Lloyd Cheney p. 83
14. Consider approval of the preliminary and final architectural and site plan for a new multi-tenant development located at 19 West 500 South – Mr. Francisco Astorga p. 93
15. Adjourn


City Recorder

City Council Staff Report



Subject: Temporary Skate Park

Author: Gary Hill, City Manager

Department: Administration

Date: August 25, 2020

Background

For a number of years a retention basin on Moss Hill drive has apparently been used as makeshift skate park. The skating community has taken good care and cleaned the property (fondly dubbed “the Pit”), but also installed temporary improvements without city permission that could have impacted the primary purpose of the basin. Neighbors brought the skate park to the attention of the City in June, shortly after which the rails, ramps, and other improvements were removed.

On July 14th, several Bountiful residents who used and enjoyed the Pit attended the City Council meeting and requested the city look for a short-term solution for skaters and consider a permanent skate park, too. I have met with several of residents who came to the meeting in an effort to see if a suitable location for a temporary skate park could be found.

Analysis

New uses in a city frequently have two common obstacles: funding and location. The location issues are usually related to finding suitable parking and a space where disruption is minimal. Even very desirable amenities such as a passive park can (and usually do) receive push-back from neighbors. Skate parks come with the added (usually unwarranted) stigma of the users abusing the location or being disrespectful of others. My experience with the skate community is the opposite: when they have location they can use, they usually protect and regulate it themselves.

City staff and skate community representatives have identified three possible locations for a temporary park. In this case, temporary means a location that has improvements that can be removed. The funding for the temporary rails and ramps will be provided by donations already committed from volunteers.

Each location has pros and cons, which will be listed with each spot.

The Pit (Moss Hill Drive)	<u>Pros</u>	<u>Cons</u>
	A familiar location with good surface for skating	On-street parking only
	Improvements can be installed to allow the basin to work as required	Several neighbors are unhappy with the use now
	The skaters have kept the basin clean and weed-free	
	Good visibility reduces vandalism or other illegal behavior	
	Detention basins in other communities are regularly used for recreation	

Tolman Park (B-ball Courts)	<u>Pros</u>	<u>Cons</u>
	The courts are rarely used	Not as visible from the street as the Pit
	No nearby neighbors	Would replace an (underused) existing use
	Good off-street parking	B-ball poles would need to be removed
	Suitable use in an existing park	
	Decent visibility to dissuade vandalism	
	Very good concrete surface	

Cul de Sac @ 500 N 1300 E	<u>Pros</u>	<u>Cons</u>
	No nearby neighbors	poor visibility from street
	parking available off of 1300 east	asphalt is not an ideal surface for skating
	large space	an asphalt overlay would be necessary

Staff and the skate community all believe that converting the basketball courts at Tolman Park is the best option. It is the most removed from other homes and would be located in an existing park that has similar uses. The surface and size are best suited to the use as well. The basketball standards would need be removed, and could cost some money to replace in the future if/when another permanent location is found.

Recommendation

Staff would like the City Council to (1) indicate if they want to find a location for a temporary skate park, and (2) if possible, select Tolman Park as the location.

Attachments

Area map of the three locations.

City Council Staff Report



Subject: CARES Act Funding
Author: Gary Hill, City Manager
Department: Administration
Date: August 25, 2020

Background

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President on March 27th, 2020. CARES funding has been made available to local governments to help offset expenses related to the COVID-19 pandemic. The CARES Act requires that the payments from the Coronavirus Relief Fund to local governments only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Additional guidance has been provided by the Department of the Treasury through a Frequently Asked Questions Document included with this staff report (Attachment A) and through information provided by legal counsel to the US Treasury.

Distribution of funding is based upon population and will be provided to Bountiful City by the State. Distribution should be accomplished through three tranches of approx. \$1.3 million each, for a total distribution of \$3,916,848. Bountiful has received the first tranche and expects to receive the second at any time. The third tranche could be distributed based on criteria other than population, but also may be withheld in part or entirely by the State.

Analysis

Bountiful City has avoided making significant commitments of CARES funding in order to have as much guidance as possible from the Treasury and others. The most recent Treasury guidance was updated on August 10th, so staff believes the City may now prudently prioritize how funding can be spent. The following are a list of eligible expenditures listed in the staff's recommended order of priority:

1. Direct expenditures by Bountiful City for personal protective equipment (PPE), materials and supplies such as masks, sanitizer, dispensers, and cleaning supplies; equipment necessary to protect employees and the public and provide services

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of August 10, 2020¹**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).² Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

A. Eligible Expenditures

1. *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

2. *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

3. *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

¹ On August 10, 2020, these Frequently Asked Questions were revised to add Questions 49–52. The previous revision was made on July 8.

² The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

4. *May a State receiving a payment transfer funds to a local government?*

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

5. *May a unit of local government receiving a Fund payment transfer funds to another unit of government?*

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

6. *Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?*

No. For example, a county recipient is not required to transfer funds to smaller cities within the county’s borders.

7. *Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?*

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

8. *Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?*

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

9. *Are States permitted to use Fund payments to support state unemployment insurance funds generally?*

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

10. *Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?*

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

11. *The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?*

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

12. *In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?*

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

13. *If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?*

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

14. *May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?*

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

15. *May Fund payments be used for COVID-19 public health emergency recovery planning?*

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

16. *Are expenses associated with contact tracing eligible?*

Yes, expenses associated with contact tracing are eligible.

17. *To what extent may a government use Fund payments to support the operations of private hospitals?*

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

18. *May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?*

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

19. *May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?*

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

20. *Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?*

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

21. *May recipients create a “payroll support program” for public employees?*

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

22. *May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?*

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

23. *May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?*

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

24. *The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?*

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

25. *The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?*

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

26. *May Fund payments be used to assist impacted property owners with the payment of their property taxes?*

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

27. *May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?*

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

28. *Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?*

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

29. *The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?*

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

30. *The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?*

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

31. *May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?*

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

32. *Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?*

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

33. *Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?*

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

34. *May a State impose restrictions on transfers of funds to local governments?*

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

35. *If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?*

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

36. *May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?*

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

37. *Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?*

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

38. *May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?*

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

39. *May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?*

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

40. *May recipients use Fund payments to provide loans?*

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

41. *May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?*

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

42. *May funds be used to satisfy non-federal matching requirements under the Stafford Act?*

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

43. *Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?*

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

44. *May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?*

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

45. *May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?*

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

46. *May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?*

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

47. *The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?*

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

48. *May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?*

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

49. Are States permitted to use Coronavirus Relief Fund payments to satisfy non-federal matching requirements under the Stafford Act, including “lost wages assistance” authorized by the Presidential Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 (August 8, 2020)?

Yes. As previous guidance has stated, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund’s eligibility criteria and the Stafford Act. States are fully permitted to use payments from the Fund to satisfy 100% of their cost share for lost wages assistance recently made available under the Stafford Act.

50. At what point would costs be considered to be incurred in the case of a grant made by a State, local, or tribal government to cover interest and principal amounts of a loan, such as might be provided as part of a small business assistance program in which the loan is made by a private institution?

A grant made to cover interest and principal costs of a loan, including interest and principal due after the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”), will be considered to be incurred during the covered period if (i) the full amount of the loan is advanced to the borrower within the covered period and (ii) the proceeds of the loan are used by the borrower to cover expenses incurred during the covered period. In addition, if these conditions are met, the amount of the grant will be considered to have been used during the covered period for purposes of the requirement that expenses be incurred within the covered period. Such a grant would be analogous to a loan provided by the Fund recipient itself that incorporates similar loan forgiveness provisions. As with any other assistance provided by a Fund recipient, such a grant would need to be determined by the recipient to be necessary due to the public health emergency.

51. If governments use Fund payments as described in the Guidance to establish a grant program to support businesses, would those funds be considered gross income taxable to a business receiving the grant under the Internal Revenue Code (Code)?

Please see the answer provided by the Internal Revenue Service (IRS) available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

52. If governments use Fund payments as described in the Guidance to establish a loan program to support businesses, would those funds be considered gross income taxable to a business receiving the loan under the Code?

Please see the answer provided by the IRS available at <https://www.irs.gov/newsroom/cares-act-coronavirus-relief-fund-frequently-asked-questions>.

B. Questions Related to Administration of Fund Payments

1. Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

2. *What records must be kept by governments receiving payment?*

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

3. *May recipients deposit Fund payments into interest bearing accounts?*

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

4. *May governments retain assets purchased with payments from the Fund?*

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

5. *What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?*

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

6. *Are Fund payments to State, territorial, local, and tribal governments considered grants?*

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

7. *Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?*

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

8. *Are Fund payments subject to other requirements of the Uniform Guidance?*

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

9. *Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?*

Yes. The CFDA number assigned to the Fund is 21.019.

10. *If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?*

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

11. *Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?*

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

12. *If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?*

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

during the pandemic; and contracts for additional and or deeper cleaning at City facilities.

2. Pass-through funding South Davis Metro and South Davis Rec for direct expenditures toward PPE and supplies as explained above.
 3. Bountiful City Public Safety employee salaries and benefits as allowed by the Act.
 4. Grants to impacted businesses through the Davis CARES grant program.
- To date, the Bountiful City has spent approximately \$40,000 toward direct City expenditures.
 - South Davis Metro Fire has spent \$241,650. Bountiful's share of this (based on our percentage of the district's population) would be about \$105,000.
 - South Davis Recreation District spent \$103,800 through the end of June, and expects to have more costs. Bountiful's share (with current costs) would be roughly \$45,000.
 - Davis County will receive about \$31 million in CARES funding. The County has organized the Davis CARES grant program to assist businesses throughout the county. It will allocate about \$5 million toward this program. Participation from cities is not mandatory, but a business will receive more points in a ranking process if the city in which it is located participates.
 - To date, 103 Bountiful businesses have applied, totaling \$1,440,000 in requests. A 25% match of this would be \$360,000, and would give each Bountiful business one additional point in ranking.

Department Review

The CARES Act and all of the guidance related to funding has been reviewed by the City Manager, City Attorney, Finance Director, and Assistant City Manager.

Significant Impacts

The CARES Act funding is a very useful tool at this time to pay for costs directly related to the coronavirus pandemic. Funds unexpended by December 30, 2020 will not be available for use after that date.

Recommendation

Staff recommends the City Council discuss the proposed funding priority and give direction on how to proceed.

Attachments

Treasury FAQ regarding CARES Act expenditures

City Council Staff Report



Subject: Department Updates
Author: Gary Hill, City Manager
Department: Administration
Date: August 25, 2020

Background

City departments are involved in a wide range of projects and initiatives at any given time. It can be challenging for City Staff to update the City Council on each of these projects in the busy-ness of day to day operations.

Time has been set aside during the work session on August 25th to allow the Council to receive updates on the myriad projects the City is involved in. Staff will present a list of possible topics and let the Council pick which of them (or others) they would like to discuss.

Analysis

The following is a list of some of the projects/issues/initiatives the City Council might be interested in:

- Paramedic Consolidation in Davis County
- Dispatch Transfers and Communication Issues in Davis County
- UTOPIA Fiber investigation – next steps
- RDA Agreement with Renaissance Town Center
- COVID-19 Response
- North Canyon Trail, Land Purchase, FEMA Grant, and Trailhead
- Fire Restrictions along Skyline Drive
- Bountiful Town Square completion
- City Hall completion
- Carbon-free Power Project
- Jaren Davis proposal regarding a land transfer
- Trails Advisory Committee
- Street Maintenance Program

Recommendation

This item is for information only.

Attachments

None

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Minutes of the
BOUNTIFUL CITY COUNCIL

August 11, 2020
6:00 p.m. – Work Session
7:00 p.m. – Regular Session

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris R. Simonsen
	Asst. City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	City Attorney	Clinton Drake
	Finance Director	Tyson Beck
	Recording Secretary	Maranda Hilton

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

Work Session – 6:00 p.m.
South Davis Metro Fire Station Conference Room

Mayor Lewis called the meeting to order at 6:02 p.m. and welcomed those in attendance.

GENERAL OBLIGATION BOND SURVEY RESULTS – MR. GARY HILL

Mr. Gary Hill explained that the results of the survey performed by Y2 Analytics would be reviewed tonight. Y2 sent out 10,000 invitations to complete the survey and had 873 respondents. He turned the time over to Ms. Kyrene Gibb to go over the results.

Ms. Gibb said that the 8% response rate is pretty good and they feel confident in the accuracy of the survey results. She went over a few key takeaways, i.e., that people feel good in general about the City and the direction it is headed, that voters were equally supportive of the \$6M Bond proposal and the \$8M Bond proposal, that the tax increase was the main reason people would not support a Bond, that having a clear plan for the Bond funds and showing that Bountiful is fiscally responsible were main factors in voters supporting the Bond proposal, and finally that showing there is a limited window of opportunity to purchase the land is important.

She went over the details of the survey responses with the Council and explained that based on the responses it will be essential that the City show residents they have a plan for the property, that this was not a hasty decision, and to explain that the need for more parks and field space is what prompted this potential purchase.

The Mayor and Council asked follow-up questions and thanked Ms. Gibb for the excellent job Y2 Analytics did on the survey and on the presentation of the data gathered. They agreed it was helpful in their decision-making process whether or not to add a Bond ballot to the general election.

The work session ended at 6:50 p.m.

1 **Regular Meeting – 7:00 p.m.**
2 **South Davis Metro Fire Station Conference Room**
3

4 Mayor Lewis called the meeting to order at 7:01 p.m. and welcomed those in attendance. Mr.
5 Joe Cochran led the Pledge of Allegiance and Mr. Kit Thornell, High Councilman in the Mueller
6 Park Stake, offered a prayer.
7

8 **PUBLIC COMMENT**

9 The public comment section was started at 7:04 p.m.
10

11 Ms. Gloria Hillier (1319 South 400 West) explained that she lives in the neighborhood by
12 where Washington Elementary stood. When the school was built it was a great amenity for the
13 children in their neighborhood, and now that it's gone the nearest school and playground is at
14 Bountiful Elementary School/ Five Points Park. She said they need a playground where Washington
15 Elementary used to be so that all the young families moving into their neighborhood do not have to
16 cross so many major intersections to use a park.
17

18 Mr. Ron Mortensen (3032 South 400 West) said he questions whether or not this is the right
19 time for the City to enter into a General Obligation Bond to pay for the Washington Elementary
20 property and trail improvements. He said small businesses and homeowners are struggling financially
21 and we should not be discussing a tax increase. He suggested we use RAP Tax funds for trail
22 improvements or that we use private donations and volunteers to get projects done like the Veteran's
23 Park is currently doing. He asked the Council to please vote no to putting a Bond on the ballot. He
24 asked that he be allowed to write the statement against the Bond proposition in the voter information
25 pamphlet if it is on the ballot.
26

27 Mr. David Rearden () said he coaches little league football and that Bountiful desperately
28 needs a space to play football in. He suggested we be the first city in the area to build a little league
29 football stadium like they have in every city in Texas.
30

31 Mr. Van Schmidt (2524 South 100 West) said that Bountiful City Light & Power (BCL&P)
32 was built as a public service to provide services at cost and not to be maximizing profits at the
33 expense of Bountiful residents. He said they have adopted a blatantly unethical policy with regards to
34 residents who generate solar power. Residents are forced to sell BCL&P their entire solar output at a
35 low wholesale rate and then must buy back what they use at a higher rate. He suggested that solar
36 customers be allowed to use their own generation and only be charged for any excess they use, while
37 also being given a credit for the excess they generate.
38

39 Ms. Shauna Dopp (433 East Canyon Estates Dr.) said she is in support of the Bond to
40 purchase the Washington Elementary land. She asked that part of the funds be used to improve
41 Bountiful Blvd, which is technically a part of the Bonneville Shoreline Trail, namely to create
42 walking and biking lanes there. She feels it should be made safer for all those who use it every day.
43

44 Mr. Larry Mulcock () said he would like to know exactly what the Bond would cover. He also
45 said he had concerns about a letter from the State Auditor's office about procedures that had not been
46 followed and would appreciate the Council addressing that issue.
47

1 Mr. Spencer Baker () said he hoped that part of the Washington Elementary property would
2 be developed for use as a skate park. He said it would be a great location for that and the skaters are
3 in desperate need of somewhere to skate since their previous skate park location was taken down.
4

5 The public comment section was ended at 7:18 p.m.
6

7 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD JULY 28, 2020**

8 Councilman Higginson made a motion to approve the minutes of the previous meeting held
9 July 28, 2020 and Councilwoman Bahr seconded the motion. The motion passed with
10 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
11

12 **COUNCIL REPORTS**

13 Councilman Higginson did not have a report.

14 Councilwoman Bahr did not have a report.

15 Councilwoman Harris did not have a report.

16 Councilman Simonsen thanked all the people who came to help lay sod at the Veteran’s Park.
17 He said 60 pallets of sod (11,000 sq. ft.) were laid in just over an hour.

18 Mr. Richard Watson gave an update on the concerts in the park at the request of Councilman
19 Simonsen. Mr. Watson reported that the last concert went really well. The crowd was not as large as
20 in past years, and they did a commendable job of being able to distance themselves on their own. He
21 said the plan is the same for the concert this coming Friday.

22 Councilwoman Bradshaw did not have a report.
23

24 **BCYC REPORT**

25 Ms. Emma Moulton (BCYC City Manager) reported that the BCYC helped lay sod on the last
26 two Saturdays at the Veteran’s Park. She said it was hard work and the sod was really heavy, but she
27 will always remember getting to see the American flag being raised there. She also reported that the
28 BCYC is eager to start their year and will be holding their meetings in the auditorium area of North
29 Canyon Park on Tuesdays.
30

31 **CONSIDER APPROVAL OF:**

32 **a. EXPENDITURES GREATER THAN \$1,000 PAID JULY 20 & 27, 2020**

33 **b. JUNE 2020 FINANCIAL REPORT**

34 Councilman Simonsen made a motion to approve the expenditures paid July 20 & 27, 2020
35 and the June 2020 financial report. Councilman Higginson seconded the motion which passed with
36 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
37

38 **CONSIDER APPROVAL OF THE CONTRACT WITH Y2 ANALYTICS – MR. GARY HILL**

39 Mr. Hill explained that this item is to ratify entering into a contract with Y2 Analytics for the
40 survey they performed and presented for us tonight. The contract was in the amount of \$28,500 (less
41 a refund given for the names and emails the City provided to Y2).

42 Councilman Higginson made a motion to approve the contract with Y2 Analytics and
43 Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
44 Bradshaw, Harris, Higginson and Simonsen voting “aye”.
45

46 **CONSIDER ADOPTION OF RESOLUTION 2020-09 AUTHORIZING AND PROVIDING**
47 **FOR A BOND ELECTION TO PURCHASE THE FORMER WASHINGTON**

1 **ELEMENTARY SITE AND EXPAND THE CITY’S TRAIL SYSTEM TO BE HELD ON**
2 **NOVEMBER 3, 2020 – MR. GARY HILL**

3 Mr. Hill said this item is to decide whether or not the City will add a Bond proposal question
4 to the November general election ballot. He explained that the rating of this Bond would likely be
5 AA+, a very high rating, and that the City is eligible for that due to its financial reserves,
6 demographics, a variety of industry and some other factors. He also said that if the Bond does not
7 pass, the likely alternative is that the property will become high density residential units. He noted
8 that the property tax revenue foregone by putting a park in instead of developing it, is not a
9 significant amount based on average home values in Bountiful because Bountiful’s property tax rate
10 is not very high.

11 Councilwoman Bahr asked if the purchase price of the property could be made public at this
12 point in time. Mr. Hill answered that he was unsure if it could yet, because it might affect the school
13 district’s ability to sell it for fair market price if the Bond does not pass.

14 Councilwoman Bradshaw asked what the process for creating a plan would likely look like if
15 the Bond passes. Mr. Hill answered that it would probably be similar to how the City solicited public
16 input for Creekside Park. Multiple meetings would be held and surveys created asking for
17 recommendations. The timeline is hard to say at this time, but Mr. Hill is hopeful the process would
18 start in the first quarter of 2021 if the Bond passes. He understands how eager the Council and the
19 residents are to get this project started and also to start improving and expanding trails.

20 Mr. Hill emphasized that none of the funds from this Bond would be able to be used to
21 purchase property in Millcreek Canyon.

22 Councilman Higginson made a motion to adopt Resolution 2020-09 and Councilwoman
23 Bradshaw seconded it.

24 Councilwoman Bradshaw commented that she feels it is very important for voters to know
25 that the Council was very concerned about what the economic impact to residents would be, and that
26 they tried to find the funds anywhere they could. She feels reassured that allowing the voters to
27 decide whether or not to use a Bond to purchase the land feels like the best decision.

28 Mr. Drake asked Councilman Higginson if he would amend the motion to include the words
29 “including all ancillary related improvements”.

30 Councilman Higginson amended his motion to adopt Resolution 2020-09 “including all
31 ancillary and related improvements” and Councilwoman Bradshaw seconded it. The motion passed
32 with the following vote:

33 Bradshaw Aye
34 Simonsen Aye
35 Harris Aye
36 Bahr Aye
37 Higginson Aye
38

39 Councilman Higginson was excused and left the meeting at 7:54 p.m.
40

41 **CONSIDER AMENDING THE BOUNTIFUL CITY LANDFILL USE CODE TEXT TO**
42 **ALLOW GUN RANGES VIA CONDITIONAL USE IN THE GENERAL COMMERCIAL (C-**
43 **G) SUB-ZONE – MR. FRANCISCO ASTORGA**

44 Mr. Francisco Astorga explained that due to the Planning Commission not being able to
45 forward a recommendation on this item, but because it was already noticed as a public hearing at this
46 meeting, the public hearing would simply be opened and then continued to the next meeting to be
47 held August 25, 2020. No action should be taken tonight.
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a. PUBLIC HEARING

Public Hearing was opened at 7:57 p.m.

No comments were made.

b. ACTION: CONTINUATION TO AUGUST 25, 2020 (NO FINAL ACTION)

Councilwoman Bradshaw made a motion to continue the public hearing to the next City Council meeting to be held on August 25, 2020 and Councilman Simonsen seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris and Simonsen voting “aye”.

ADJOURN

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

The regular session of City Council was adjourned at 7:58 p.m.

Mayor Randy Lewis

City Recorder

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
August 3 & 10, 2020
Author: Tyson Beck, Finance Director
Department: Finance
Date: August 11, 2020

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid August 3 & 10, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 3, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1103	ALPHAGRAPHS BOUNTI	Light & Power	535300 448639	Substation	1,230.06	216750	275598	Copy Plans
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,312.00	216753	68I69120	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,312.00	216753	68T34120	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,312.00	216753	69J10720	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	216753	68I69220	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	216753	68T34020	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	216753	69J10820	Tree Trimming
11007	ASTORGA, FRANCISCO	Redevelopment Agency	737300 424000	Office Supplies	1,608.12	216754	07302020	Reimbursed 6 Hand Sanitizers Dispensers FarmersMrk
11636	BLACK FOREST PAVING	Streets	454410 473500	Road Reconstruction	277,816.14	216757	2	100 North Recenstruction Project
1615	CENTURYLINK	Enhanced 911	104219 428000	Telephone Expense	3,522.28	216762	07222020	Acct # 801-578-0401 452B
1716	CMT ENGINEERING LABO	Legislative	454110 472100	Buildings	1,227.50	216765	88265	Project 013133 Bountiful City Hall Remodel
2349	GREEN LIGHT BOOKING	Legislative	104110 492080	Community Events-BntflComServC	1,500.00	216777	07292020	Final Contract pmt for Concert in the Park 8/7/20
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,176.00	216778	20292	Misc.Parts and Supplies
2642	INTERWEST SUPPLY COM	Landfill	575700 425000	Equip Supplies & Maint	1,611.90	216793	IN0085081	Misc.Parts and Supplies
2719	JMR CONSTRUCTION INC	Streets	104410 473400	Concrete Repairs	13,793.60	216795	08042020	Work Completd in July 2020
2719	JMR CONSTRUCTION INC	Storm Water	494900 441250	Storm Drain Maintenance	29,794.00	216795	08042020	Work Completd in July 2020
2719	JMR CONSTRUCTION INC	Storm Water	494900 441260	Wtrway Replcmnt-Concrete Rpr	25,659.23	216795	08042020	Work Completd in July 2020
2719	JMR CONSTRUCTION INC	Water	515100 472100	Buildings	9,367.00	216795	08042020a	Concrete work at the 400 North Pump Station
2719	JMR CONSTRUCTION INC	Light & Power	535300 448632	Distribution	1,042.60	216795	08042020	Work Completd in July 2020
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	8,230.17	216797	5653	Overlay
2896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,320.46	216798	211771	Engine Parts for Police Vehicle
2983	M & M ASPHALT SERVIC	Streets	104410 473210	Road Recondition & Repair	300,806.58	216801	I20024	Slurry Seal
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	1,457.72	216804	4776825	Flow Contraal Valve - Customer # 378866
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	1,810.25	216804	4775396	Misc.Parts and Supplies - Customer # 378866
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	2,481.25	216804	4775281	Misc.Parts and Supplies - Customer # 378866
3321	NORTHERN POWER EQUIP	Light & Power	535300 448632	Distribution	1,054.75	216808	83307	Misc.Parts and Supplies
3335	NYHART	Finance	104140 431000	Profess & Tech Services	1,036.84	216809	0161388 and 0159506	Project 003590.HCADM.GAI2020, Interim GASB 75
3335	NYHART	Light & Power	535300 431000	Profess & Tech Services	1,234.57	216809	0161388 and 0159506	Project 003590.HCADM.GAI2020, Interim GASB 75
9721	OVERHEAD DOOR CO OF	Light & Power	535300 424002	Office & Warehouse	1,082.27	216812	IN-0382131	#10 Door Repair
10820	PEAK ASPHALT, LLC	Streets	104410 473200	Road Materials - Overlay	1,135.75	216813	8-438043	Tach Oil
11060	PRIME FIELD SERVICE	Light & Power	535300 448627	Echo Hydro	4,733.83	216817	021994	Misc.Parts and Tools
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,197.60	216822	2802437	Tires
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	1,833.65	216822	2802710	Tires
3791	RUSH TRUCK CENTER-SA	Streets	104410 425000	Equip Supplies & Maint	2,341.68	216826	07312020	Leaf Spring Modification front for wing plow
3791	RUSH TRUCK CENTER-SA	Streets	454410 474500	Machinery & Equipment	115,660.09	216826	2101-6490	10 Wheel DUmp Truck, Approved by Council
3791	RUSH TRUCK CENTER-SA	Streets	454410 474500	Machinery & Equipment	115,660.09	216826	2101-6491	10 Wheel Dump Truck, Approved by Council
11638	SIDDONS-MARTIN EMERG	Streets	104410 425000	Equip Supplies & Maint	1,557.56	216828	38400720	AC Compressor for SDMF Fire Truck
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Plant Equipment Repairs	1,859.13	216829	AR570022777	Exhaust Duct for Power Plant
4051	STATE OF UTAH	Streets	104410 441300	Street Signs	17,526.07	216747	2054000505	2 Traffic Controllers installed in June 2020
5442	TRAVISMATHEW, LLC	Golf Course	555500 448240	Items Purchased - Resale	1,392.27	216837	90087894	Men's Golf Wear - Payer # 1006176
4466	VORTEX PRODUCTIONS,	Parks	104510 462090	Handcart Days Celebration	20,000.00	216845	170243	July 24th Fireworks
					TOTAL:			<u>1,004,777.81</u>

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 10, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
12036	BICKLEY, JAMES H.	Sanitation	585800 425000	Equip Supplies & Maint	9,806.40	216876	1007	Community Mailbox Repair from Sanitation Truck
11637	BLACK SHEEP OILFIELD	Water	515100 473110	Water Mains	136,314.85	216878	08062020	Waterline work on Lewis Park and Highland Oaks
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	5,615.50	216853	113020	Subgrinding from 6/23 - 6/30/2020
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	16,637.50	216853	113018	Subgrinding from 5/1 - 5/20/20

1393	BTS LANDSCAPING PROD	Landfill	575700	462400	Contract Equipment	21,712.50	216853	113019	Tubgrinding from 5/20 - 6/19/2020
1889	DAVIS COUNTY GOVERN	Police	104210	431600	Animal Control Services	10,390.92	216893	108241	July 2020 Animal Control Services
1890	DAVIS COUNTY HEALTH	Water	515100	431000	Profess & Tech Services	3,024.00	216894	IN0007969	Lab Fees - Acct ID AR0001475
1945	DIAMOND ELECTRIC INC	Golf Course	555500	426100	Special Projects	1,934.43	216895	7-21	Service on Pump Parts - Acct # BOU03
2164	FERGUSON ENTERPRISES	Water	515100	448400	Dist Systm Repair & Maint	1,728.97	216903	1126665	Air Vac Reducer
2329	GORDON'S COPYPRINT	Legislative	104110	422000	Public Notices	1,871.80	216907	29894	August News Letter
2501	HOGAN & ASSOCIATES C	Legislative	454110	473100	Improv Other Than Bldgs	15,256.98	216911	17	Project Down Town Plaza- Work done in July
2562	HYDRO SPECIALTIES CO	Water	515100	448650	Meters	14,700.00	216857	23291	Meter Lids
6959	JANI-KING OF SALT LA	Light & Power	535300	424002	Office & Warehouse	1,775.00	216918	SLC08200065	August 2020 Custodial Cleaning- Cust # 065075
2717	JMC INSTRUMENTS & CO	Light & Power	535300	448627	Echo Hydro	3,044.78	216920	U113766	Two Way Therm Valve for Echo Hydro
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	1,829.10	216924	5687	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410	441200	Road Matl Patch/ Class C	2,261.22	216924	5705	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	11,261.64	216924	5725	Paving from Canyon Estates to Bntfl Blvd
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	18,658.26	216924	5695	Overlay 1500 S from 200 W to Hwy 89
2886	LAKEVIEW ROCK PRODUC	Water	515100	461300	Street Opening Expense	2,854.37	216925	384738	Road Base
2886	LAKEVIEW ROCK PRODUC	Water	515100	461300	Street Opening Expense	3,002.42	216925	384695	Road Base
8404	MAIN STREET INVESTME	Legislative	454110	472100	Buildings	8,779.50	216933	08102020	September 2020 Rent for City Hall
4844	OWEN EQUIPMENT	Sanitation	585800	425000	Equip Supplies & Maint	2,309.54	216945	00098867	Misc.Parts and Tools
5553	PURCELL TIRE AND SER	Storm Water	494900	425000	Equip Supplies & Maint	1,137.78	216950	2803071	Storm Water Truck Tires
10586	ROCKY MOUNTAIN RECYC	Recycling	484800	431550	Recycling Collectn Service	12,071.40	216953	1041520	Recycling Fees for July 2020
4016	SPRINT	Streets	104410	428000	Telephone Expense	1,090.27	216958	997225610-093	Acct # 997225610
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	1,405.50	216965	1501010	Tchlor
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,104.00	216965	1499893	Fluoride
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,287.36	216865	1497288	T-Chor
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	15,532.47	216968	0311314	Fuel
4229	TOM RANDALL DIST. CO	Golf Course	555500	425000	Equip Supplies & Maint	2,336.59	216968	0311011	Fuel
5442	TRAVISMATHEW, LLC	Golf Course	555500	448240	Items Purchased - Resale	1,019.75	216969	900090419	Men's Golf Wear
4450	VERIZON WIRELESS	Police	104210	428000	Telephone Expense	2,156.27	216976	9859272807	Acct # 771440923-00001
11111	VISION BAND UTAH	Legislative	104110	492080	Community Events-BntflComServC	1,000.00	216978	07292020	Performance Fee for Concert in the Park 8/4/20
4574	WHEELER MACHINERY CO	Water	515100	448000	Operating Supplies	1,040.19	216981	MS000025759	Asphalt Saw
TOTAL:						<u>337,951.26</u>			

City Council Staff Report

Subject: Tyler Technologies Software Maintenance
Author: Alan West
Department: Information Technology
Date: August 25, 2020



Background

Tyler Technologies provides support for all Bountiful City financial software. Software Support Maintenance Agreements (SSMA) are usual and customary in the computer software industry.

Analysis

This maintenance agreement guarantees that we receive all updates, enhancements and modifications to our Munis software. The contract also provides full access to Tyler's technical support staff to solve problems or get general processing help. This year we have added Operating System and Database Administrative Support (OSDBA). OSDBA support provides extensive real-time system analysis and management of all updates and upgrades.

Department Review

During the budget process the Information System staff provides each department a detailed analysis of expected computer-related costs. The projected Tyler Technologies software maintenance costs are included in that report. Each department has budgeted for this expense.

Significant Impacts

Keeping our software up-to-date is critical. Accurate processing of all transactions related to Finance, Payroll, Accounts Payable, Utility Billing, Permits & Inspections, etc. is vital to the day-to-day operations of the City.

Recommendation

Information Systems staff recommend that City Council approve the annual Tyler Technologies Software Maintenance contract as follows:

- Financial Software Maintenance: **\$64,845.55**
- Operating System/Database Administrative Support: **\$16,483.18**
- Tyler Unlimited Client Access Maintenance: **\$ 1,650.00**
- TOTAL: **\$82,978.73**

Attachments

Copies of related invoices

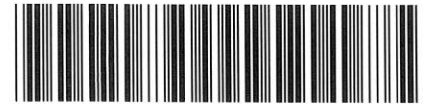


Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-310456	08/01/2020	1 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41630 - MAIN - MAIN	134246		USD	NET30	08/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: BOUNTIFUL, UT				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	1,650.00	1,650.00
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - WORK ORDERS	1	2,499.21	2,499.21
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	8,097.94	8,097.94
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	1,396.19	1,396.19
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	1,396.19	1,396.19
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	1,675.44	1,675.44
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE	1	0.00	0.00
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	1,842.97	1,842.97
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	2,150.14	2,150.14
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	837.72	837.72
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	2,150.14	2,150.14
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	1,996.58	1,996.58
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	2,373.55	2,373.55
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,842.97	1,842.97
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	4,495.75	4,495.75
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	6,825.84	6,825.84
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	1,396.19	1,396.19
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	3,071.64	3,071.64
	Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-310456	08/01/2020	2 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41630 - MAIN - MAIN	134246		USD	NET30	08/31/2020

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	3,909.34	3,909.34
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	3,102.66	3,102.66
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	2,908.74	2,908.74
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	2,303.71	2,303.71
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	6,422.50	6,422.50
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 29/Sep/2020, End: 28/Sep/2021	1	2,150.14	2,150.14
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 01/Sep/2020, End: 31/Aug/2021	1	16,483.18	16,483.18

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	82,978.73
Sales Tax	0.00
Invoice Total	82,978.73

City Council Staff Report



Subject: Americom Directional Drilling Approval
Author: Allen Ray Johnson
Department: Light & Power
Date: August 25, 2020

Background

Over the past few months Americom has been boring conduit on several projects throughout the city. The primary project they were working on was Feeder 575 located at 3100 South Orchard Drive, which is now all completed except for some landscape restoration. We would like to add three additional bore projects for them to complete while they are in the city. The additional projects include two distribution system with 1-3" each, located at 557 South 200 East, and at 1030 Woodmoor Drive, as well as a streetlight bore for burned up streetlights, located at Oakridge Lane and Millbrook Way. We have asked Americom to provide a quote to perform this work. Please see the attached map for the location of the bores.

Analysis

Company / Location	Bid Price
Americom Tech, Inc. Salt lake City, Ut	\$46,313

Department Review

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

Significant Impacts

The street light portion is \$24,683 and will be funded from the street light maintenance account. The distribution portion is \$21,630 and will be funded from the distribution accounts. These funds are within the budgeted funds for the associated accounts.

Recommendation

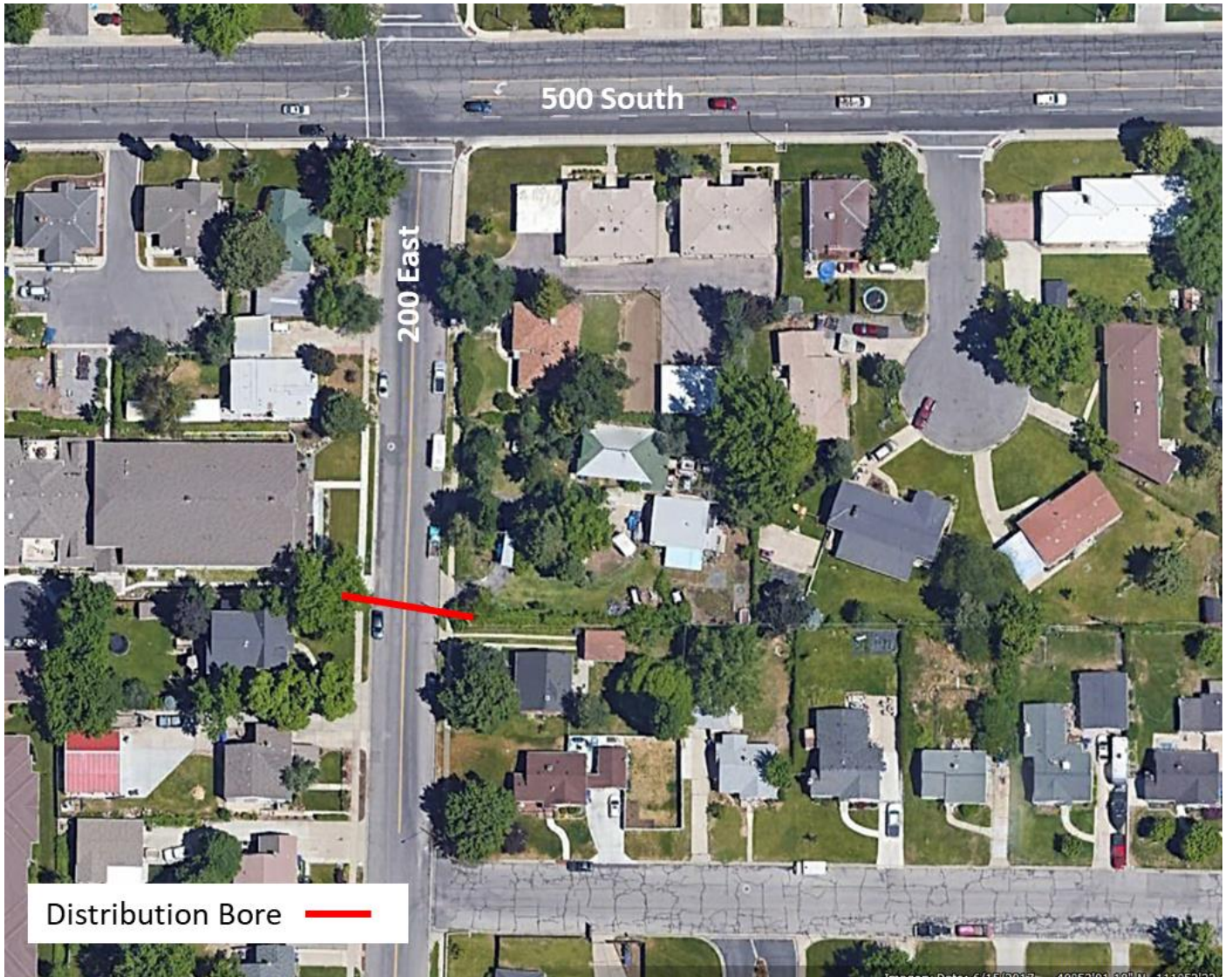
Staff recommends the approval of the bid from Americom Tech, Inc. for the additional three directional drillings in the amount of \$46,313.

This will be taken to the Power Commission that morning and we will bring their recommendation to the City Council meeting.

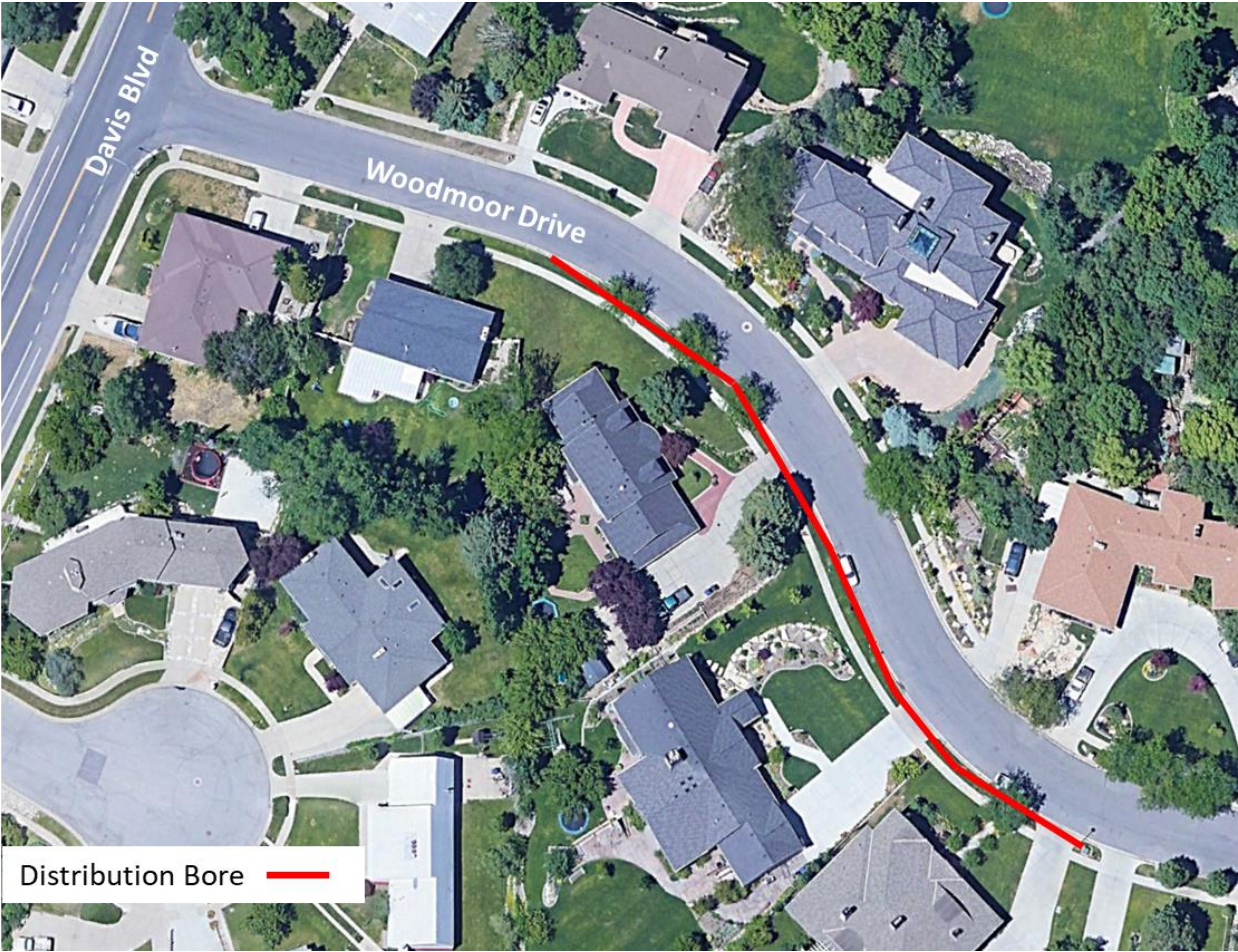
Attachments

Map

Distribution Bore
557 South 200 East



**Distribution Bore
1030 Woodmoor Drive**



**Street Light Bore
Oakridge Lane and Millbrook Way**



City Council Staff Report

Subject: Amendment to the Bountiful Land Use Code to Permit Indoor Shooting Ranges in the Commercial Sub-Zones as a Conditional Use
Author: Curtis Poole, City Planner
Date: August 25, 2020



Background

The Applicants, Bryan Green and Kristopher Jeppsen, have submitted a formal request to amend the Land Use Code to permit indoor shooting ranges in the commercial subzones as a conditional use. The Applicants are in negotiations to purchase the old Rite Aid site, 535 South Main Street, with the purpose of redeveloping the site into a recreational indoor shooting range. The property is located in the C-G (General Commercial) subzone which currently does not permit indoor or outdoor shooting ranges.

The property is approximately 3.3 acres and consists of the old Rite Aid building and parking areas to the west. The property is bordered by the RM-19 (Multi-Family Residential) Zone to the south, the DN (Downtown) Zone to the north, RM-13 (Multi-Family Residential) Zone to the east and the C-G subzone to the west. There are existing commercial uses attached to the vacant Rite Aid building which would remain and are accessed from the north side of the property.

The Planning Commission reviewed this proposal and held a public hearing at its August 4, 2020 meeting. The Commission voted to forward a positive recommendation of approval to the City Council on a vote of 3-1; however, Code requires any action made by the Planning Commission receive four (4) yes votes. The Commission voted to continue the item for a future meeting where more commissioners would be present with a 4-0 vote.

The Commission discussed adding additional language that indoor shooting ranges would only be allowed on properties greater than three (3) acres and directed Staff to review the current properties in the C-G subzone where an indoor shooting range would be possible. Based upon the analysis there are eight (8) properties in the C-G subzone and four (4) in the C-H subzone larger than three (3) acres. This analysis is included as an attachment.

The Commission again reviewed the text amendment request and held a second public hearing at its August 18, 2020 meeting. The Commission felt this business will provide a unique opportunity for Bountiful by offering something most cities in the County do not offer and create a destination to attract people to Bountiful. After much deliberation the Commission forwarded a positive recommendation of approval to the City Council on a 4-2 vote.

Analysis

The Bountiful Land Use Code currently permits indoor shooting ranges as a conditional use permit in the C-H (Heavy Commercial) subzone without any guidance for approval; however, indoor shooting ranges are not permitted in either the C-G or the C-N

(Commercial Neighborhood) subzones. The Applicants are proposing to add indoor shooting ranges to the C-G subzone as a conditional use and add a section to the Code defining an indoor shooting range with specified parameters for approval. Outdoor shooting ranges would remain a non-permitted use in all other zones.

It should be noted the sale of guns, ammunition and firearm accessories is currently listed as a permitted use (general retail) in both the C-H and C-G subzones. The C-N subzone lists general retail as a conditional use. Bountiful Armory, a store dedicated to firearms, ammunition and accessories operates just two blocks to the west of the Rite-Aid property in the same C-G subzone.

The Applicants are proposing to purchase the property, upgrade the façade of the building and add landscape improvements to the parking lot. If the Applicants receive approval from the City Council for the text amendment, they will apply for a site plan to be reviewed by the Planning Commission and City Council. A conditional use permit for the indoor gun range would also be reviewed by the Planning Commission.

The Applicants proposal would include a restaurant, gun related retail shop, training and public outreach programs in addition to the indoor shooting range. The Applicants have indicated the indoor shooting range would also be made available to the Bountiful City Police Department and other local law enforcement agencies for specific training purposes on a quarterly basis.

The Planning Commission may consider factors such as proximity to adjacent zones, land uses, compliance with landscaping and parking standards, façade design and other design elements for this project when reviewing the text amendment; however, it should be understood the text amendment would not be limited to this property and would apply to all properties in the same subzone. In addition, the Planning Commission would also review the conditional use to mitigate any potential negative or detrimental impacts with any specified conditions of approval that would be added by the Planning Commission.

A site plan review would determine if the Applicants meet standards of the Code, such as parking and landscaping. Parking standards have not been defined for this type of use in the Code. The parking would be “determined by the Approving Authority based upon recommendation from the Planning Director and/or City Engineer using nearest comparable uses as a guide” (14-18-107, 29).

The adopted 2009 Land Use Master Plan (part of the City’s General Plan) identifies commercial areas which are old and need to be redeveloped. Much of the existing commercial development in Bountiful originally occurred in the 1960’s and 1970’s and is located on old residential lots that fronted onto 500 West, Highway 89, 500 South and 200 West. As a result, the Master Plan indicates many of the commercial developments suffer from functional and physical obsolescence. The Master Plan proposed a goal to identify properties which have substantial challenges and could be redeveloped. For the purpose of this proposal Staff determines the Applicants would simply be adding a use to the C-G subzone that is currently not permitted.

Department Review

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

Significant Impacts

The text amendment proposed by the Applicants will provide an additional commercial use in the C-G subzone which is not currently allowed.

Recommended Action

The Planning Commission reviewed the request for an amendment to the Land Use Code at its 18, 2020 meeting and has forwarded a positive recommendation of approval to allow indoor shooting ranges to be permitted as a conditional use in the C-G (General Commercial) subzone along with specified parameters for approval.

Attachments

1. Draft Ordinance with Proposed Land Use Code Text Amendments
2. Applicant's Application
3. Action Target Shooting Range Sound Tests
4. Commercial Zone Acreage Analysis
5. Land Use Code Chapter 2, Part 5 Conditional Uses
6. Submitted Public Comments



BOUNTIFUL

MAYOR
Randy C. Lewis

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

CITY MANAGER
Gary R. Hill

Bountiful City DRAFT Ordinance No. 2020-08

An ordinance amending Sections 14-6-103 Permitted, Conditional and Prohibited Uses (Commercial Zone) and adding Section 14-14-127, Indoor Shooting Ranges, to the Bountiful City Land Use Code by allowing indoor shooting ranges as a conditional use in the C-G (General Commercial) subzone and adding mitigating criteria for the conditions of approval .

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code.
2. As required by Section 14-2-205 of the Bountiful City Land Use Code this text amendment is found to be in harmony with the objectives and purposes of the Land Use Code.
3. After a public hearing, on August 4 and August 18, 2020, the Bountiful City Planning Commission recommended in favor of approving this proposed Land Use Code Text Amendment.
4. The Bountiful City Council held a public hearing on this proposed Land Use Code Text Amendment on August 25, 2020.

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

Section 1. Sections 14-6-103 and 14-14-127, shown in Exhibit A, of Bountiful City Land Use Code, Title 14 of Bountiful City Code is hereby amended as shown in Exhibit A.

Section 2. This ordinance shall take effect immediately upon passage.

Adopted by the City Council of Bountiful, Utah, this 25th day of August 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

Proposed Land Use Code

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

<u>Use</u>	<u>C-H</u>	<u>C-G</u>	<u>C-N</u>
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	N
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	N 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	C
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	N
Medical/Dental Office	P	P	C

Use	C-H	C-G	C-N
Millwork, Cabinetry	P	C	C
Motels (Drive-up/external 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	C
Professional Services	P	P	C
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	C
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	C
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

CHAPTER 14

SUPPLEMENTARY DEVELOPMENT STANDARDS

14-14-101	PURPOSE
14-14-102	LOT STANDARDS
14-14-103	YARD SPACE FOR ONE BUILDING ONLY
14-14-104	FRONT YARD MODIFICATION - DEVELOPED AREAS
14-14-105	COMBINED LOTS - RESTRICTIONS
14-14-106	SPECIAL PROVISIONS FOR EXISTING SINGLE AND TWO-FAMILY RESIDENTIAL DWELLINGS
14-14-107	LOCATION OF TRAILERS, BOATS, RECREATIONAL VEHICLES AND STORAGE CONTAINERS
14-14-108	USE OF MOBILE HOMES, RECREATIONAL VEHICLES, CAMPER TRAILERS AND STORAGE CONTAINERS
14-14-109	ABANDONED, WRECKED, OR JUNKED VEHICLES
14-14-110	TRASH, DEBRIS, WEEDS, AND SIMILAR HAZARDS
14-14-111	REFUSE SITING STANDARDS
14-14-112	HEIGHT LIMITATIONS - EXCEPTIONS
14-14-113	ADDITIONAL HEIGHT ALLOWED
14-14-114	STORAGE OF COMMERCIAL VEHICLES - RESIDENTIAL ZONES
14-14-115	SWIMMING POOLS
14-14-116	SATELLITE TELEVISION ANTENNAS
14-14-117	SEMI-PRIVATE SWIMMING CLUBS AND RECREATION FACILITIES
14-14-118	TELECOMMUNICATIONS TOWER SITES
14-14-119	SIGHT CLEARANCES ON CORNER LOTS
14-14-120	RESERVED
14-14-121	RESERVED
14-14-122	TEMPORARY CLASSROOMS AT PRIVATE SCHOOLS
14-14-123	FILLING, GRADING, AND EXCAVATING
14-14-124	ACCESSORY DWELLING UNIT
14-14-125	PUBLIC UTILITY EASEMENTS ON PRIVATE PROPERTY
14-14-126	PRIVATE POWER PLANTS
14-14-127	INDOOR SHOOTING RANGES

14-14-127 INDOOR SHOOTING RANGES

- A. An indoor shooting range is a target range used for shooting, or for any other use involving the discharge of handguns or rifles, which is open to the general public upon payment of a fee and which is located within the confines of a building.
- B. An indoor shooting range shall be approved as a conditional use in the C-H (Heavy Commercial) and C-G (General Commercial) Zones, and no other zone, by the Planning Commission and shall meet all of the following conditions of approval:
 - 1. Shall only be located on lots with a minimum of three (3) acres.

2. The range shall conform to all federal, state and industry regulations and standards for health, safety, employment, firearm and ammunition storage, ventilation and noise abatement for indoor shooting ranges.
 3. Material and construction shall be designed and certified to capture all fired rounds.
 4. No ammunition shall be permitted to be fired that exceeds the certified design specifications of the range.
 5. No alcoholic beverages shall be sold, consumed or permitted on the premises.
 6. A written log of all range users shall be maintained by the range operator.
 7. Minors shall not be permitted on the shooting range unless accompanied by an adult at all times, and at no time shall a child under the age of 8 be permitted to discharge or handle firearms on the shooting range.
 8. On-site supervision and monitoring shall be provided by the range operator in addition to a credentialed qualified range master at all times.
 9. An alarm system, cut wire protected, shall be provided for general security of the premises.
 10. A sound study shall be performed and submitted with the application indicating decibel levels at the property lines and on the interior of neighboring properties if connected by a shared/party wall.
- C. In addition to the above conditions, the indoor shooting range shall provide a minimum of three (3) of the following:
1. A retail component for the sale of firearms, ammunition and other accessories related to firearms. Such facility shall comply with all licensing and operation requirements of the Federal Bureau of Alcohol, Tobacco and Firearms, State Agencies and other regulatory organizations.
 2. Classroom facilities to be used for community education, public forums and seminars on gun safety and use.
 3. Exclusive access to the shooting range by local law enforcement at least quarterly for training purposes.
 4. A restaurant or dining component.
- D. Any indoor shooting range found in violation of the conditions of approval may be subject to a revocation of the conditional use permit.



BOUNTIFUL

City of Beautiful Homes and Gardens

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Transaction Amounts: 750.00
CHECK: 004152420

20410

ZONING MAP AND ORDINANCE AMENDMENT APPLICATION

Date of Submittal: 07/16/2020
Property Address(s): 535 So MAIN ST, BOUNTIFUL UT 84010
Applicant Name(s): BRYAN GREEN KRISTOPHER ZEPPSEN
Applicant Address(s): 619 PHEASANT WAY
BOUNTIFUL UT 84010
Applicant Phone #(s): BRYAN: 801-573-2069 KRIS: 801-580-8302

Application is hereby made to the City Council of Bountiful, Utah, to:

- Amend the text of the Land Use Ordinance (Attach proposed changes).
- Amend the Zoning Map by rezoning property from the _____ Zone to the _____ Zone (Attach legal description).

1. Items that shall be included with any Zoning Amendment Application:

- a. Bountiful City Zoning Amendment Application completed in detail and notarized. If more than one property is to be rezoned, the application must be signed and notarized by each property owner or authorized agent(s).
- b. Payment of Filing Fee: Rezones: \$400.00 + \$100.00 per acre (max \$1000.00)
Text Amendments: \$500.00
- c. For rezones, the names and mailing addresses of all property owners within five hundred feet (500') of all exterior boundaries of the subject property. This list is to be taken from the latest tax assessment rolls of Davis County. This list must be typed on self-adhesive mailing labels and submitted with the application.
- d. For rezones, two (2) 24 x 36, and one (1) 11x17 copy or one (1) .PDF file, of the preliminary development plan drawn at 1:10 scale or as required by the City Engineer or City Planner. A development plan shall include:
 - i. A north arrow, the scale of the drawing, and the date of the drawing.
 - ii. Street names and addresses.
 - iii. Property lines with dimensions.
 - iv. All sidewalks, driveways, curbs and gutter, and parking areas.
 - v. All existing easements, rights-of-way, and any other restrictions on the use of the property.
 - vi. Existing buildings and other significant features on the site.
 - vii. Existing buildings and significant features located on adjacent properties within 50 feet (50') of the subject property boundaries.

RECEIVED

Department of Planning and Economic Development
790 South 100 East • Bountiful, Utah 84010
Phone 801.298.6190 • Fax 801.298.6033

JUL 16 2020

BOUNTIFUL CITY
PLANNING DEPT.

bryinbrasil@gmail.com

~~XXXX~~ magmile@gmail.com

- viii. When required by the City Planner or City Engineer, a survey including both existing and proposed contours of the land at intervals of two feet (2') or better.
- e. For text amendments, a .doc or .wpd file of the proposed text amendment and one (1) hard copy.
- f. Typed responses to the following questions:
 - i. List the complete legal description of the property (or submit a separate survey):
 - ii. What is intended to be done on or with the property?
 - iii. Why is the intended zone change necessary at this particular location to provide a service to the community?
 - iv. Explain how the intended zone change will not be detrimental to the health, general welfare or safety of persons working or residing in the vicinity, or injurious to property or improvements in the vicinity.
 - v. Explain fully the timetable for development as well as financing available.

2. Processing Procedure:

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

Applicant Signature


BRYAN GREEN

07/16/20



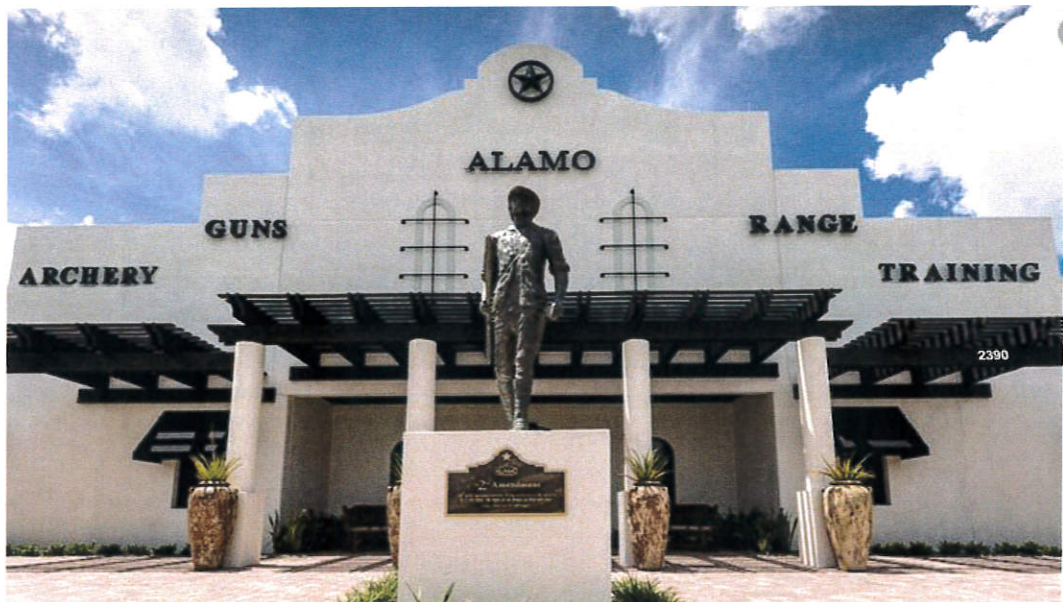
07-16-20

KRIS JEPPISEN

Amendment to Bountiful City Land Use Ordinances:
Ch 6, Commercial Zone (C)

- Address of property in question:
 - 535 S Main St
Bountiful, UT 84010
(old Rite Aid building)
 - Current Zoning: C-G
- Suggested Amendment text of Land Use Ordinances
 - Create New Use in table 14-6-103
 - Indoor Entertainment, Community Education, Firearm Range, and Restaurant
- Suggested Use Condition: C-H (N), C-G (C) - Conditional, C-N (N)
- Definition of "Conditional Use of Indoor Entertainment, Community Education, Firearm Range, and Restaurant" C-G (C):
 - **New Section: 14-3-114: Indoor Entertainment, Community Education, Firearm Range, and Restaurant**
 - Indoor Entertainment, Community Education, Firearm Range, and Restaurant, as defined in the Bountiful City Code, shall be allowed only as a conditional use and only in the General Commercial (C-G) ^{C-H ZONE} subzone provided that all of the following criteria are met:
 1. The business must include indoor entertainment facilities for spectating and participating in shooting sports in a lounge-style configuration. The business must also provide patrons with the ability to utilize individual shooting lanes for personal entertainment, training, or education.
 2. The business must contain classroom facilities for training and community education. The business will host free community events such as public forums, training seminars, or other education courses at least once per quarter. These events must be open to the public, and provide value to members of the community. *BY AGREEMENT w/ THE*
 3. As a firearm range, the business must include indoor firearm lanes that meet or exceed industry standards *MAINT* for safety, ventilation, and sound abatement. *BUSINESS*
 4. The business ~~must~~ operate a retail component for the sale of firearms, ammunition, and other accessories related to the shooting sports industry.
 5. The business will provide free access and use of its range facilities to the City Police Department at least twice per year, to accommodate officer training according to department policy and needs. →
 6. The business will operate a restaurant as a supplement to the indoor entertainment aspect of this conditional use. The business will not offer or allow the sale or consumption of alcohol or other substances (legal or controlled) on the premise.
 7. The business must create a clean and professional exterior and interior appearance and maintain a reasonable standard of maintenance.

Exterior Concept Visualizations



Indoor Range



Indoor Firearms Training



Interior Retail



Interior Lounge and Restaurant



Indoor Entertainment: Social Interactive Environment



Classroom Environment





CHRIS HART SHOOTING RANGE CONSULTANT

EDUCATION

Bachelor of Arts in International Relations
Minor in Business Management
NRA Range Development and Operations Graduate
Action Target Academy Range master Certification

EXPERIENCE

Chris Hart is the Action Target Territory Manager / Range Design Consultant for the South West United States. Since joining Action Target in 2005, Chris has successfully completed over 250 shooting range design and installations in this geographical area, as well as the Mid-West, including the largest commercial indoor range in the United States, the first indoor skeet range in the United States, and many notable law enforcement indoor ranges for very large police departments throughout the country. Some of Chris' most notable shooting range projects include: Madison Police Department, TNT Shooting Center, Kansas City Police Department, Omaha Police Department, GAT Guns, and STL Sharpshooter. Chris is a lifelong shooter and active competitor in the realm of 3 gun and IDPA shooting competitions and currently serves as Head Range master of Action Target's own indoor range facility in Provo, Utah. Chris will assist the team in shooting range design and equipment installation. His assistance will include evaluation of range needs, detailed shooting range drawings and layouts, building requirements for the shooting range and accurate budgets for shooting range equipment.

PROFESSIONAL ASSOCIATIONS

- National Rifle Association Life Member
- FBI National Academy Associates (FBINAA)
- National Tactical Officer Association (NTOA)
- Illinois Tactical Officer Association (ITOA)
- International Association of Law Enforcement
- International Law Enforcement Educators and Trainers Association (ILEETA)
- Firearms Instructors (IALEFI)
- International Association of Chiefs of Police (IACP)
- Illinois State Rifle Association (ISRA)

SELECTED SHOOTING RANGE PROJECT LIST

- San Mateo County Sheriff's Office, CA
- Daly City Police Dept., CA
- Westminster Police Dept., CA
- Los Angeles Police Dept. Academy
- Adams County Sheriff's Dept., CO
- TNT Shooting Center, Murray UT
- Ready Gunner Range, Orem UT
- Sacramento Gun Club, CA
- Mesa Police Department, AZ
- Sacramento Police Department, CA
- FBI San Francisco, CA
- FBI Los Angeles, CA
- Denver U.S. Mint, CO
- Omaha Police Department, NE
- Madison Police Department, WI
- Des Moines Police Department, IA
- Davenport Police Department, IA
- Lincoln Police Department, NE
- Springfield Police Department, MO
- Wichita Police Department, KS
- FBI Kansas City, MO
- FBI Chicago, IL
- FBI St. Louis, MO
- FBI Topeka, KS
- FBI Cedar Rapids, IA
- Federal Reserve Bank, MO
- Federal Reserve Bank, IL
- U.S. Postal Service, IL
- U.S. Border Patrol, MN
- Macon County Sheriff's Office, IL
- Naperville Police Department, IL
- Bensenville Police Department, IL
- Jackson County Sheriff's Office, MO
- Ladue Police Department, MO
- Green County Sheriff's Office, MO
- Richfield Police Department, MN
- Kansas City Police Department, KS
- Ankeny Police Department, IA
- Hanover Park Police Department, IL
- Appleton Police Department, WI
- Green Bay Police Department, WI
- Missouri Dept. of Conservation
- Illinois State Police, IL
- Sioux City Police Department, IA
- Nebraska State Police Academy, NE
- GAT Guns, East Dundee, IL
- STL Sharpshooter, St. Louis, MO
- OMB Guns, Olathe, KS
- Take Aim, Omaha, NE
- On Target, Crystal Lake, IL
- Alpha Range, McHenry, IL
- High Caliber, Urbana, IL
- Firing Line, Sauk Rapids, MN
- Central Illinois Shooting Sports, IL
- RKA Gun Gallery, Plano, IL
- Federal Reserve Bank, SLC, UT

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📍 3411 S Mountain Vista Pkwy, Provo, UT 84606 / 📞 801.705.9149 / 📠 801.705.9149 / ✉️ chrish@actiontarget.com / 🌐 ActionTarget.com

Shooting Range Sound Test

Action Target conducted a test on Saturday December 7, 2002 to determine the level of sound emitting from an uninsulated indoor range. We used the facilities of Rangemasters of Utah located at: 712 West 1300 North Springville, UT 84663. The range is a standard 25 yard fixed position commercial range with a Total Containment Trap, 9 rows of overhead baffles (7 with fascia), and shooting stalls. The walls are solid grout CMU block. Above the baffles is a wood truss assembly with standard roof construction and no insulation.

This range is located in a light industrial area. There is one City access road to the north about 200' that has moderate traffic. Other roads in the area are south of the range with very little traffic.

We took our sound measurements moving away from the building to the west through an open lot. The next building to the west is 500' away. The lane we used for our testing in the range was just inside the western wall shooting to the north.

The equipment used for this test was a Larson-Davis hand held meter, model DSP80 (see attached spec sheet). In order to produce the worst case scenario we used a 50 caliber BMG rifle. The rounds fired were TTI Armory FMJ Ball 647 gr. (see attached spec sheet). All shots were fired from the 25 yard line.

The test was conducted from six positions outside the range. At each distance three measurements were taken; ambient sound, normal conversation, and peek levels with a single shot fired in the range. The results are as follows:

Distance	Ambient db	Conversation db	Shot Fired db
10'	50	75.2	84.3
Traffic	55		
100'	50	74.9	71.9
200'	50	72	66.9
300	47	72.6	59.2
400	45.5	71.5	54.3
450	43.5	72.5	56.9

The reading from 450' when the shot was fired increased slightly from the reading at 400'. We believe this was due to reverberation off the building to the west.

This test was conducted by employees of Action Target namely; Layne Ashby, Ernie John, Justin Briggs, and Jarom Xochimidl.

Sincerely,

Layne Ashby
Action Target, Inc.

Shooting Range Sound Test

Action Target conducted a test on Friday May 2, 2008 to determine the level of sound emitting from a well insulated concrete tilt-up indoor range. This test was conducted on the shooting range listed:

Whistling Pines Gun Club
1418 Woolsey Heights
Colorado Springs, CO 80915

The range is a standard 25 yard fixed position commercial range with a Total Containment Trap, 9 rows of overhead baffles (7 with fascia), and shooting stalls. The walls are solid tilt-up concrete. Above the baffles is a steel truss assembly with standard roof construction and fiberglass insulation. This range is equipped with sound absorbing panels with a .95 NRC rating to reduce reverberation time.

This range is located in an industrial area. Markshuffle Street is east of the range about 500' and Hwy 124 is South about 1000', both with heavy traffic. Other roads in the area are on all sides of the range with little traffic.

We took our sound measurements moving away from the building to the north, south, west and east through the parking lots. The closest buildings to the range are:

North	Storage yard	300' away
South	Open field	
West	Industrial offices	200' away
East	Industrial offices	200' away

There were 6 shooters in lanes in the east bay of the range just inside the eastern wall shooting to the north. The shooters were shooting 9mm handguns.

The equipment used for this test was a RadioShack digital hand held meter. Sound levels were measured in the A-weighting scale with frequencies from 500 to 10,000 Hz.

The test was conducted from 10 positions outside the range and readings at the shooting line in the range. At each distance three measurements were taken; ambient sound, traffic, and peek levels with shots fired in the range. The results are as follows:

Distance	Ambient db	Traffic db	Shot Fired db
In the range	76	--	102
In the Gun store	50	--	62
10' east	63	67	68
50' east	54	68	67
100' east	61	68	66
50' west	62	66	65
100' west	63	67	65
50' north	77	--	--
100' north	58	60	59
50' south	63	67	66
100' south	64	66	66

It was very windy the day of this test which made it very difficult to collect these reading. The wind

gusts were much louder than the traffic or shots fired. The readings on the north side of the building were higher due to the HVAC equipment. The shots fired were nearly undetectable as we moved away from the range building. We believe this is due to the construction type and insulation of the building.

This test was directed by Layne Ashby and conducted by Wayne Ashby of Action Target with assistance from Kevin Klesser of Whistling Pines Gun Club.

Commercial Zone Acreage Analysis

C-G Zone	Property	Acreage	Building Size	Status
	Smith's Marketplace	13	167,000	Occupied
	<i>Building would need to be vacated or site redeveloped.</i>			
	Dick's Market	6.5	56,000	Occupied
	<i>Building would need to be vacated or site redeveloped.</i>			
	DownEast/Planet Fitness/Carl's Jr.	6.2	39,000	Occupied
	<i>Building would need to be vacated or site redeveloped.</i>			
	<i>This is three combined parcels.</i>			
	The Square	6	--	Occupied
	<i>Units are individually owned.</i>			
	<i>Multiple units would need to be combined or site redeveloped.</i>			
	Performance Ford	5.4	24,000	Occupied
	<i>Building would need to be vacated or site redeveloped.</i>			
	Lock-It Self-Storage	4.5	--	Occupied
	<i>Use is no longer permitted in the City.</i>			
<i>Property would need to be redeveloped.</i>				
Rite-Aid	3.3	43,000	Vacant	
<i>Subject property.</i>				
Mandarin	3	28,000	Vacant	
<i>Site has been difficult for long-term businesses.</i>				

C-H Zone	Property	Acreage	Building Size	Status
	Air Products Manufacturing	9.5	--	Occupied
	<i>Site would need to be redeveloped.</i>			
	Affinity Auto	4.4	22,000	Occupied
	<i>Building would need to be vacated or site redeveloped.</i>			
	EOS Fitness	4.2	56,000	Occupied
	<i>Building has recently been remodeled.</i>			
Slim Olsen's	4.2	--	Occupied	
<i>Includes station and Sips.</i>				
<i>Site would need to be redeveloped.</i>				

Shooting Range Sound Test

Action Target conducted a test on Friday April 18, 2008 to determine the level of sound emitting from an insulated indoor range. This test was conducted on the shooting range listed:

Get Some Guns
6651 S. State Street
Murray, UT 84107

The range is a standard 25 yard fixed position commercial range with a Total Containment Trap, 9 rows of overhead baffles (7 with fascia), and shooting stalls. The walls are solid grout CMU block. Above the baffles is a steel truss assembly with standard roof construction and fiberglass insulation. This range is equipped with sound absorbing panels with a .95 NRC rating to reduce reverberation time.

This range is located in a commercial area. State Street is west of the range about 20' and has heavy traffic. Other roads in the area are on all sides of the range with little traffic.

We took our sound measurements moving away from the building to the north, west and east through the parking lots. The closest buildings to the range are:

North	Sam's Club	500+' away
South	Commercial strip center	25' away
West	Commercial strip center	100' away
East	Residential homes	70' away

There were 4 shooters in lanes in the south bay of the range just inside the southern wall shooting to the east. The shooters were shooting 9mm and 40 cal handguns.

The equipment used for this test was a RadioShack digital hand held meter. Sound levels were measured in the A-weighting scale with frequencies from 500 to 10,000 Hz.

The test was conducted from five positions outside the range and readings at the shooting line in the range. At each distance three measurements were taken; ambient sound, traffic, and peek levels with shots fired in the range. The results are as follows:

Distance	Ambient db	Traffic db	Shot Fired db
In the range	79	--	107
In the Gun store	64	68	72
10' south	61	68	67
50' east	56	63	61
State St. sidewalk	53	64	54
200' north	54	63	55

The readings from 50' east and 10' south increased slightly from the other readings. We believe this was due to reverberation between the buildings.

This test was conducted by Layne Ashby of Action Target with assistance from Skyler Wallin of Get Some Guns.

CHAPTER 2

ADMINISTRATION AND PROCEDURES

PART 5 - CONDITIONAL USES

14-2-501	PURPOSE OF CONDITIONAL USE PROVISIONS
14-2-502	PERMIT REQUIRED
14-2-503	APPLICATION
14-2-504	FEE
14-2-505	PUBLIC COMMENT AND NOTICE
14-2-506	DETERMINATION
14-2-507	INSPECTION
14-2-508	REVOICATION
14-2-509	TIME LIMIT
14-2-510	RE-APPLICATION AFTER DENIAL OR REVOICATION
14-2-511	CONTINUING EFFECT

14-2-501 PURPOSE OF CONDITIONAL USE PROVISIONS

Certain uses which necessitate special conditions in order to make them compatible with permitted uses within a zone designation, are classified as conditional uses and require approval of a Conditional Use Permit.

14-2-502 PERMIT REQUIRED

A Conditional Use Permit shall be required for any use listed as a conditional use in any zoning designation and/or as set forth elsewhere in this Title. A Conditional Use Permit may be revoked upon failure of the original applicant or any successor, owner, or occupant to comply with conditions precedent to the original approval of the permit, or as otherwise provided in the Bountiful City Code.

14-2-503 APPLICATION

- A. Conditional Use Permit application shall be filed with the Planning Department as provided in this Title. Conditional uses shall be heard and decided by the Planning Commission or the Administrative Committee as set forth in this Title.
- B. Applications for Conditional Use Permits shall be accompanied by: maps, drawings, statements, reports, studies, or other documents, as required by the approval body and/or City staff. If applicable, the applicant shall also provide mailing addresses of all of the property owners within three hundred (300) feet of the subject property, per current County records, printed on self-adhesive labels.

14-2-504 FEE

The applications for any Conditional Use Permit shall be accompanied by an appropriate fee set by the City Council.

14-2-505 PUBLIC COMMENT AND NOTICE

- A. Any request for a conditional use permit shall be heard and decided by the Planning Commission unless the item falls within a category designated for Administrative Committee review. When considering the request, the Planning Commission or Administrative Committee shall hold a public hearing to review the request and other concerns, and then take appropriate action upon the request.
- B. The noticing requirement for a Conditional Use Permit heard by the Planning Commission shall be as follows:
 - 1. Sent to all property owners within a three hundred (300) feet radius around the subject property at least fourteen (14) days prior to the meeting.
 - 2. Posted with notification signage on the subject property by the applicant/agent. The signage shall be provided to the applicant/agent by the City and shall be posted by the applicant/agent ten (10) days in advance of the scheduled meeting.
- C. The noticing requirement for a conditional use permit request heard by the Administrative Committee shall be the same as required for any public hearing held by the Administrative Committee, as set forth in 14-2-104.

14-2-506 DETERMINATION

- A. A conditional use permit shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the applicable standards.
- B. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal, or if the imposition of reasonable conditions to achieve compliance with applicable standards is not possible, the conditional use permit request may be denied.
- C. Standards applicable to conditional uses include all the requirements of this Title, and consideration of the following:
 - 1. The location of the proposed use in relationship to other existing uses in the general vicinity.
 - 2. The effects of the proposed use and/or accompanying improvements on existing developments in the general vicinity;
 - 3. The appropriate buffering of uses and buildings, proper parking and traffic circulation, and the use of building materials and landscaping which are in harmony with the area.
- A. The applicant, at his or her cost, shall provide any report and/or study relating to utilities, traffic impact, school impact, soil and water impact, existing conditions, line-of-sight and building massing, and any other information requested by the City in order to render a proper decision.

14-2-507 INSPECTION

Following the issuance of a Conditional Use Permit, the Planning Department shall approve an application for a building permit upon compliance of construction plans meeting such conditions and requirements as established by the Planning Commission. Representatives of the Planning Department shall inspect the project to insure that all required improvements meet the conditions of the Conditional Use Permit and this Code before a certificate of occupancy is issued by the Engineering Department and before an application for permanent power for the property may be approved by the Bountiful City Power Department.

14-2-508 REVOCATION

- A. Upon receiving a written complaint alleging a violation or failure to comply with any condition prescribed in a Conditional Use Permit, the Planning Department shall investigate the complaint. If the complaint has merit, and attempts to remedy the complaint fail, the Planning Department:
 - 1. May place the complaint on the agenda of a regularly scheduled meeting of the approving body, provided that the permittee shall have at least fourteen (14) days notice of the meeting.
- B. Permittee shall be given written notice by personal service or by certified mail of the exact nature of the complaint and the date and time of the hearing before the Land Use Authority. An informal hearing may be conducted to determine the current status of the Conditional Use Permit prior to any public hearing, without notification to surrounding owners.
- C. The Land Use Authority, after hearing the evidence presented regarding the complaint, may continue the hearing from time to time, may modify or rescind any condition or requirement of the Conditional Use Permit as it deems necessary, or may take no action and dismiss the complaint.
- D. If, after review at the informal hearing the Land Use Authority finds that evidence of failure to comply with the provisions of the Conditional Use Permit is substantial enough to consider revocation; it shall schedule a formal hearing for purposes of considering revocation of the Conditional Use Permit. The notice for the revocation hearing shall be the same noticing procedure used for considering a new petition.
- E. The Land Use Authority, after hearing final evidence and testimony on the status of the Conditional Use Permit, may revoke the Conditional Use Permit or modify the conditions as deemed necessary.
- F. Any permittee aggrieved by an order may appeal such decision as set forth in 14-2-108.

14-2-509 TIME LIMIT

- A. A temporary Conditional Use Permit for a use which is incidental or directly related to an intended permanent use or is intended to become a permanent use may be issued by the Administrative Committee for a period of six (6) months. This permit may be renewed by the Planning Department for a total of three (3) successive six (6) month periods

allowing a total of two (2) years for the temporary Conditional Use Permit. Where hardship or unusual circumstances exist, the Administrative Committee may extend the temporary permit for one (1) additional year. These extensions shall be granted in two (2) separate six (6) month increments. A temporary Conditional Use Permit shall not be issued for a use which is not incidental to or directly related to an intended permanent use on the property.

1. Mobile offices, homes or trailers which are used for business purposes shall only be allowed for a six (6) month time period as authorized by the Administrative Committee. The Administrative Committee may extend the time period for the temporary structure up to one (1) additional year providing that the Planning Commission and City Council have granted final site plan approval and construction has commenced.
 2. Temporary structures shall be removed from the property upon occupancy of the permanent structure. Any pre-manufactured structure which meets all building code regulations and which is part of the approved site plan, and any construction trailer which is removed at the end of construction, shall be exempt from this regulation.
- B. Bountiful City does not issue temporary Conditional Use Occupancy Permits, and any document purporting to be a temporary conditional use occupancy permit is void.
- C. Unless there is substantial action under a Conditional Use Permit within a maximum period of one (1) year of its issuance, the Conditional Use Permit shall expire. The Bountiful City Planning Director may grant a maximum extension of six (6) months, when deemed in the public interest. Substantial action under this section shall mean:
1. For new construction or a remodel, at least twenty five percent (25%) of the proposed construction has been completed
 2. For a use located in an existing or completed structure, at least twenty five percent (25%) of the approved area is continuously occupied and utilized for the conditional use.

14-2-510 RE-APPLICATION AFTER DENIAL OR REVOCATION

It is unlawful to apply or reapply for a Conditional Use Permit within one (1) year of the date of denial or revocation of a Conditional Use Permit regarding any parcel of property or any portion thereof.

14-2-511 CONTINUING EFFECT

- A. A Conditional Use Permit applies to a specific parcel of property, or portion of a parcel of property, and may not be transferred to another parcel of property.
- B. A Conditional Use Permit for the operation of a business does not run with the land unless the approving body specifies otherwise. A Conditional Use Permit for the

construction of improvements to a property will run with the land unless the Planning Commission sets conditions that limit it to a specific individual and/or for a finite period of time. If any aspect of the conditional use becomes a legal nonconforming element due to a later amendment to this Ordinance, the provisions of Part 4 of this Chapter relating to nonconformities shall apply.

From: Dean Collinwood <dean@kmclaw.net>
Date: July 28, 2020 at 3:06:47 PM MDT
To: Randy Lewis <rlewis@bountifulutah.gov>, Kate Bradshaw <kbradshaw@bountifulutah.gov>, Chris Simonsen <csimonsen@bountifulutah.gov>, "mbahr@bountiful.gov" <mbahr@bountiful.gov>, Kendalyn Harris <kharris@bountifulutah.gov>, "rhigginson@bountiful.gov" <rhigginson@bountiful.gov>
Cc: Gary Hill <ghill@bountifulutah.gov>
Subject: INDOOR SHOOTING RANGE

Dear Mr. Mayor and City Council,

It has come to my attention that an indoor shooting range is being proposed for the building formerly owned by RiteAid. My partners and I own the property and building (Sessions Place) which is contiguous with the former RiteAid property. We have easements for parking and ingress and egress--space with share with RiteAid.

Currently, some 9 attorneys and several therapists have their professional offices in our building.

It is my understanding that a land use permit change would be required for a shooting range to be installed there, and this email is to say that I strongly oppose such a change. Immediately to the south and east of the proposed shooting range are residences--a neighborhood of families, and immediately to the northwest is our professional building. This area is **not** the place for a gun range.

As the owner of the adjacent property, I ask that you deny the request for a land use change and leave the space for something for suitable for the area and something consistent with the land use policy already in place.

Thank you,

Dean

--

Dean Collinwood, JD PhD
Attorney at Law
McCONKIE | COLLINWOOD
505 South Main Street
Bountiful, Utah 84010

Email dean@kmclaw.net
Web www.mcconkielawoffices.com
Tel 801-294-2800 **Fax** 801-295-6600

CAUTION! CONFIDENTIAL: This email information is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the addressee. If you are not the intended recipient or the person responsible to deliver it to the intended recipient, you may not use, disseminate, distribute, or copy this communication. If you have received this email in error, immediately notify me by telephone, and return the original message to me at the email address above. Thank you.

Friday, August 7, 2020

To the Bountiful City Planning Commission:

As a citizen of Bountiful City, I am writing to voice my favorable position on the proposed text amendment for the Commercial General zone to allow an entertainment/firearm range to be present in the zone, specifically at the old Rite Aid building that has been the proposed location for this business. Below are a few of my reasons for this allowance:

1. This site is centrally located for Bountiful citizens.
2. It is easy access off the freeway for people in other communities to come learn and enjoy this facility.
3. The Rite Aid building is large enough to provide space for the proposed business ideas.
4. The building will be renovated both inside and out making the appearance inviting and nice. This building and parking area have looked derelict for years even when Rite Aid was there.
5. There is plenty of parking space, not only for this proposed business, but also for other businesses located within that block.
6. Allowing for this change will bring a unique business opportunity to Bountiful. We can go to Cabela's in Farmington, Costco, Lowes, Texas Roadhouse (soon the Olive Garden) Deseret Book store, At Home and other commercial locations all located in West Bountiful. Other close by cities, Woods Cross, Centerville, Farmington etc. have built nice commercial areas which bring tax revenues and customers to their cities. Why not get these people to come to Bountiful for a very popular sport. Gun ranges in other further away locations are usually very well attended.
7. Why not facilitate a unique opportunity that is not some type of residential housing sprinkled in with gyms, small food chains, pawn shops or dentist offices? Our city's population is rising because it is a great place to live and raise a family, but let's keep our residents spending some of their money in our city rather than traveling away for all of their entertainment or training.

I vote yes on changing this text amendment to provide for this business proposal. It would be a shame to lose this venture on such a small technicality to another nearby city.

Please confirm you have received this email and it has been read by all members of the Planning Commission before the next planning meeting, August 18, 2020.

Sincerely,
Cherie Green

City Council Staff Report

Subject: FY2021 budgeted enterprise fund transfers and re-approval process
Author: Tyson Beck, Finance Director
Department: Finance
Date: August 25, 2020



Background

On June 16, 2020 the Mayor and City Council adopted the final budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The approved budget included a \$238,056 transfer from the Landfill Fund to the Recycle Fund, and a \$2,752,122 transfer from the Power Fund to the General Fund.

Utah State Code §10-6-135.5 requires very specific public noticing and public hearing requirements in order to transfer funds from one fund to another. Bountiful City staff is very familiar with these requirements as enterprise fund transfers are annually adopted during the budgeting process.

One of the State requirements is that the public must be notified at least seven days before the public hearings of the proposed transfers. In preparation for the June 16, 2020 City Council meeting, when all of the budget-related public hearings were held, City staff had performed the following steps at least seven days in advance of the meeting to inform the public of the transfers and their opportunity to voice their thoughts at that meeting:

1. A public notice was placed on the Bountiful City website
2. A public notice was placed on the Bountiful City social media accounts
3. A public notice was placed in every Bountiful City utility bill
4. A public notice was sent to all Landfill commercial customers
5. A public notice was placed in the Clipper newspaper (this step is not required by State Code)

There was one State requirement that was mistakenly forgotten by City staff during this process. The public notice was not placed on the State's Public Notice website until the morning of June 16th instead of seven days before the meeting began. This error was an isolated incident and not a systemic problem as evidenced by Bountiful's history of passing this area of State Compliance as evaluated by independent auditors.

This oversight was reported by a City resident to the Office of the State Auditor (the Office) who responded and told City staff to not transfer any funds until the process had been entirely repeated. Staff tried to reason with the Office that 4 of the 5 required notices were done correctly, staff went beyond the requirements and advertised in the newspaper, and that repeating the process would cost taxpayers several thousand dollars (with no change in the outcome). The Office still insisted that every step be repeated.

Analysis

The \$238,056 transfer from the Landfill Fund to the Recycle Fund and the \$2,752,122 transfer from the Power Fund to the General Fund were already evaluated and approved by the Mayor and City Council back on June 16th and the public hearings were held as advertised.

In order to comply with the request sent by the Office, City staff has repeated every noticing step mentioned previously including the posting on the Public Notice website (posted on August 6th).

Nothing being presented tonight has changed since it was adopted by the Mayor and City Council.

Unfortunately this repeat process of printing, special mailings, Clipper advertising costs, and staff time has cost the City an estimated \$11,932.

Department Review

This staff report has been reviewed and approved by the City Manager and Assistant City Manager.

Recommendation

The following actions are recommended by staff to the Mayor and City Council:

1. Hold a repeat public hearing on the \$2,752,122 transfer of funds from Light and Power Fund to General Fund
 - a. Re-approve the FY2021 budgeted \$2,752,122 transfer
2. Hold a repeat public hearing on the \$238,056 transfer of funds from the Landfill Fund to the Recycling Fund
 - a. Re-approve the FY2021 budgeted \$238,056 transfer

Significant Impacts

Re-adoption of budgeted enterprise fund transfers as part of the FY2021 budget.

Attachments

None.

City Council Staff Report

Subject: FY2021 forgiveness of Water Fund interfund loan with the Landfill Fund
Author: Tyson Beck, Finance Director
Department: Finance
Date: August 25, 2020



Background

On June 16, 2020 the Mayor and City Council went through a public hearing process and adopted Resolution 2020-06 forgiving an interfund loan between the Water Fund (borrower) and the Landfill Fund (lender). In preparation for that meeting, City staff performed all of the public noticing requirements as outlined in the Utah State Code over interfund loans (§10-6-132(5)). The Water Fund loan was established under that code section and staff relied on the same code section for guidance on what was required to forgive that interfund loan.

The Office of the State Auditor (the Office) reached out to the City questioning the public noticing of this loan forgiveness. The Office provided the City with their interpretation that an interfund loan forgiveness is the same as an interfund transfer. With that interpretation the Office believes that the City should have performed public noticing under Utah State Code over enterprise fund transfers (§10-6-135.5) instead of under the interfund loans State Code.

Analysis

In order to comply with the request sent by the Office, City staff has performed every noticing step mentioned under Utah State Code over enterprise fund transfers (§10-6-135.5). Nothing being presented tonight has changed since it was adopted by the Mayor and City Council back on June 16, 2020.

Resolution 2020-10 is being proposed to forgive the same \$2,468,370.73 approved under Resolution 2020-06. The only difference between the two Resolutions is the effective date of the loan forgiveness, which was June 16, 2020 and now is August 25, 2020.

Department Review

This staff report has been reviewed and approved by the City Manager and Assistant City Manager.

Recommendation

The following actions are recommended by staff to the Mayor and City Council:

1. Hold a repeat public hearing on the \$2,468,370.73 interfund loan forgiveness between the Water Fund and the Landfill Fund
2. Consider adoption of Resolution 2020-10 to replace Resolution 2020-06 and forgive the June 2018 Interfund Loan between the Landfill Fund (lender) and Water Fund (borrower).

Significant Impacts

Because this loan forgiveness was originally approved as a budget amendment for FY2020 and not included in the FY2021 final budget, this will eventually require a budget amendment for FY2021.

Attachments

Ordinance 2020-10



BOUNTIFUL

Bountiful City Resolution No. 2020-10

MAYOR
Randy C. Lewis
CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonsen
CITY MANAGER
Gary R. Hill

A Resolution approving the forgiveness of an Interfund Loan between the Bountiful City Landfill Fund (Lender) and Bountiful City Water Fund (Borrower). Both funds are classified as Enterprise Funds for budgeting and reporting purposes.

It is the Finding of the Bountiful City Council that:

1. The Bountiful City Council, through its elected officials and appointed officers, on June 12, 2018, approved Resolution 2018-08 authorizing an interfund loan (loan) arrangement between its Landfill and Water Funds for the purpose of providing monies for major capital replacement projects in the Water Fund;
2. This loan was organized according to the Uniform Fiscal Procedures Act for Utah Cities (Utah Code §10-6-132 et seq);
3. This loan forgiveness is based on an analysis of: limited Water Fund reserves, estimated surplus Landfill Fund reserves, as well as the expected Water utility rate increases that would be required to repay the loan and achieve desired reserve levels;
4. The forgiveness of this loan is being considered in compliance with the requirements of the Uniform Fiscal Procedures Act for Utah Cities Utah Code §10-6-132(5) and §10-6-135.5;
5. The loan forgiveness is set forth below;

Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah:

Section 1.1. The City of Bountiful, Utah, through its elected officials and appointed officers, has reviewed the proposed forgiveness of the loan between the Landfill and Water Funds.

Section 1.2. The City provides loan forgiveness between the Landfill Fund (Lender) and Water Fund (Borrower) with the following terms and conditions:

Effective Date of Loan forgiveness:	August 25, 2020
Name of Loaning Fund:	Bountiful City Landfill
Name of Borrowing Fund:	Bountiful City Water
Amount of the Loan Forgiveness:	\$2,468,370.73
Accrued interest:	To be paid through August 25, 2020 (date of forgiveness)

Section 2.1. The City of Bountiful, through its elected officials and appointed officers, has caused to be prepared this loan forgiveness between the Landfill Fund and Water Fund. This loan forgiveness has been duly considered and formulated according to the Uniform Fiscal Procedures Act for Utah Cities and other applicable State and Federal law. It is now desirable and necessary to formally adopt this loan forgiveness.

Section 2.2. This loan forgiveness includes terms and conditions as specified in Section 1.2.

Section 3. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of Bountiful, Utah, this 25th day of August, 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report

Subject: Deer Population Control Program
Author: Chief Ross
Department: Police Department
Date: August 25, 2020



Background

In 2014, Bountiful City and the Division of Wildlife Resources (DWR) entered into a Trap and Release Pilot Deer Program designed to reduce the urban deer population to a more manageable number within Bountiful City limits. This program was successful in removing over 700 deer and ran for approximately five years at which time we were informed we would have to shut it down due to the risk of disease being spread from our urban deer to deer in other areas of the state. The only viable option for controlling the deer population going forward would have to be a lethal program.

Analysis

Deer populations increase significantly in a city if there are no mitigation efforts in place to manage them. If we do nothing at all, the numbers will swell over time and have a negative impact on the safety of our residents through increased deer/motor vehicle accidents, confrontations between residents and deer, predators coming into the city to hunt deer, etc. We have also heard from many of our residents who are unable to enjoy their yards due to the deer population.

According to the Utah Division of Wildlife Resources webpage, the consequences of unregulated urban deer are extensive:

“Deer repeatedly exposed to humans without negative consequences will eventually become habituated or show little fear of humans. Habituated mule deer may become aggressive and pose a danger to human residents. There are reports of mule deer bluff-charging people, chasing joggers, attacking postal workers, and killing small pets. Large mule deer numbers in urban areas can also lead to more deer on roads and increase the potential for deer-vehicle collisions. Mule deer populations attract predators to urban areas, creating a possible hazard for local residents and pets. The urban environment can have a negative impact on deer as well. Busy streets, railways, fences, parking garages, and bridges are hazards for urban deer. There are many reports of deer-vehicle collisions, fatal jumps from parking garages and bridges, and entanglement in fences. The potential for disease transmission is also greater due to the high densities of deer in urban areas.”

In January 2020 the City Council discussed the DWR’s discontinuation of the trap and release program and the options available if the City were to continue to control the deer population.

At that time you instructed us to conduct a process to gather public comment on a proposed trap and euthanize program. Earlier this summer, we used a Qualtrics survey to solicit resident input on this issue. A summary of the results will be provided in a presentation at the meeting on the 25th.

Staff is recommending we continue managing the deer population through a responsible trap and euthanize program which has been proven to be a safe and controlled way to manage deer populations. The trapping would only occur on properties where owners have given their consent. The intent of the program would be to manage, not eliminate the urban deer population.

If the City Council makes the decision to move forward with this program, staff will start working with DWR to obtain the necessary approvals and enter into a formal MOU.

Department Review

This report has been reviewed by the Police Chief and City Manager.

Significant Impacts

Costs are unknown at this time, but the City would be required to build and manage the traps. Euthanizing would be accomplished by City staff. This is not much more effort than the city was providing during the trap and relocate program.

Recommendation

Staff recommends City Council approve a Trap and Euthanize Deer Program

Attachments

None

Council Staff Report

Subject: 2nd Extension of Deadline for Construction
Kathryn Lane PUD,
Address: approx. 160 W. 1000 N.
Author: City Engineer
Department: Engineering
Date: August 25, 2020



Background

The Kathryn Lane PUD was originally approved in 2007 as a 4 unit addition (in 2 separate buildings) to the existing multi-family development located at approximately 160 W 1000 N. Due to the downturn in the economy which followed shortly thereafter, the project was not completed. In July, 2015 the owners once again positioned themselves to begin construction, but as in 2007, no improvements were completed. The City Council most recently granted an extension to the deadline for construction in May, 2019.

Analysis

The project documents from 2015 include a letter from Paul Rowland in which the developer was required to meet several conditions: posting a bond for the value of the improvements, pay the fees as specified, sign a development agreement, prepare a SWPPP, and submit as-built drawings after construction was complete. Shortly thereafter the development agreement was signed, but the fees were never paid, nor was a bond posted. An additional requirement of the development agreement specified that the developer must "Completely install all public improvements...no later than the 1st day of August, 2017. Any extension of this deadline must be approved by the Bountiful City Council." Since the City Council's authorization of the construction deadline in May, 2019, the status of the project has remained unchanged.

The developer is again requesting an extension to the deadline for construction. If approved by the Council, the installation of utilities would need to occur by August 25, 2021.

Department Review

The proposed preliminary and final plat has been reviewed by the City Attorney, Planning Director and the City Manager.

Recommendation

Staff recommends the extension of the deadline to construct all public improvements for the Kathryn Lane P.U.D. with the following conditions:

1. Sign a new Development Agreement with the City.
2. Post a bond for the required improvements.
3. Pay all required fees.

Significant Impacts

None

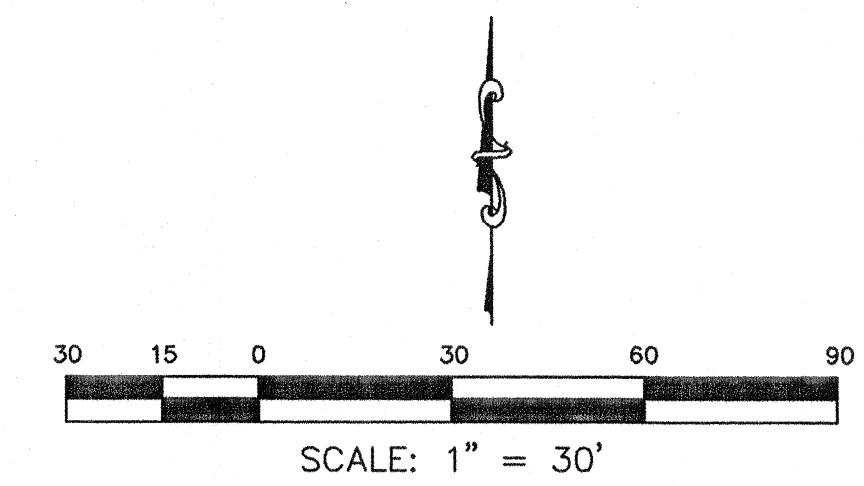
Attachments

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



KATHRYN LANE PLANNED UNIT DEVELOPMENT

LOCATED IN LOT 2, BLOCK 9, NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY
ALSO LOCATED IN THE NORTHWEST QUARTER OF SECTION 19, T2N, R1E, SLB&M
BOUNTIFUL CITY, DAVIS COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, VON R. HILL, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERewith AND PURSUANT TO SAID TRACT OF LAND HEREAFTER TO BE KNOWN AS KATHRYN LANE PLANNED UNIT DEVELOPMENT, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN ON THIS PLAT.

VON R. HILL
No. 166385
VON R. HILL
STATE OF UTAH
DATE: JUL 20 2008

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF AMERICA WEST BANK AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF AMERICA WEST BANK, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF MERIDIAN TITLE COMPANY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF MERIDIAN TITLE COMPANY, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

JULY 2008

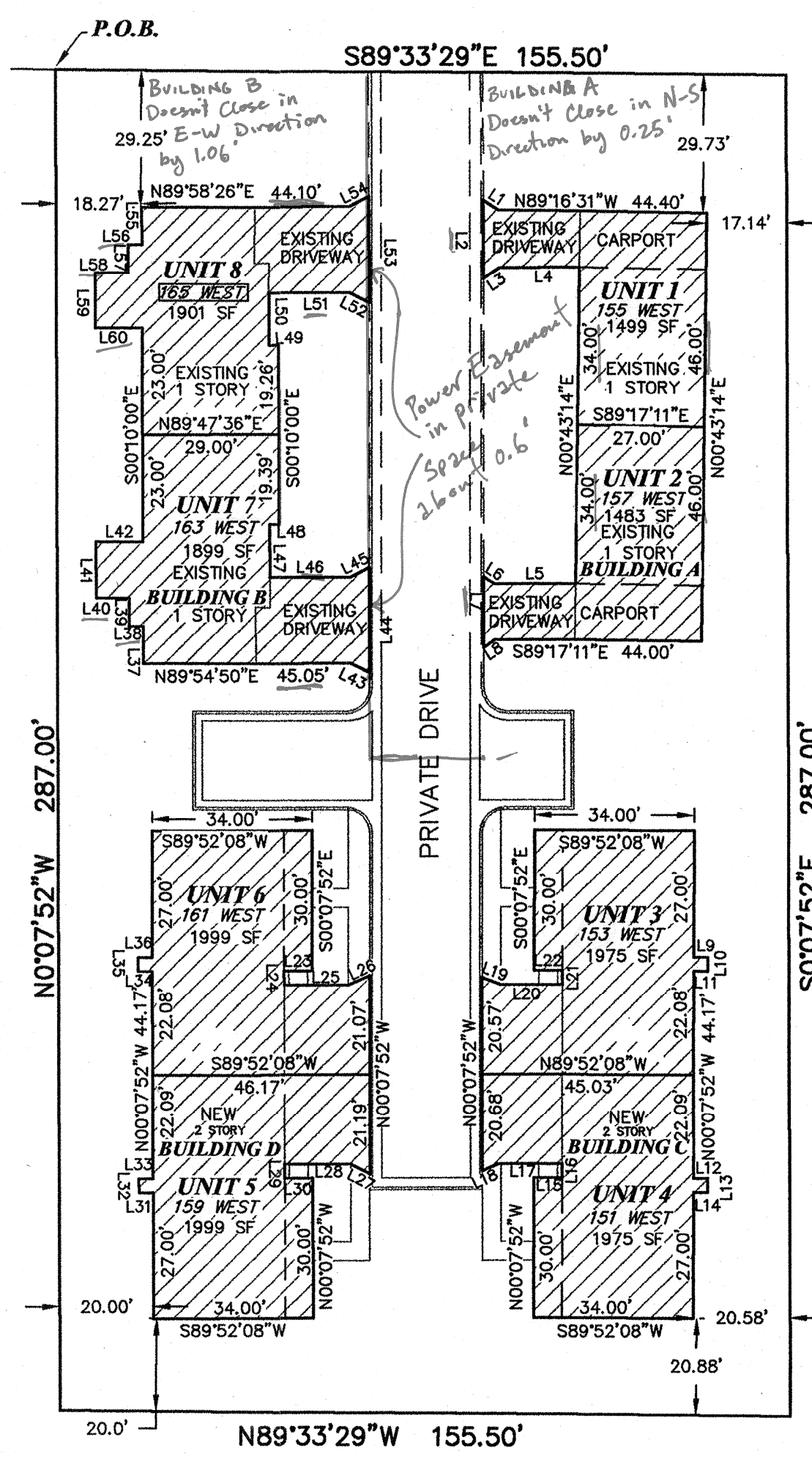
LINE	LENGTH	BEARING
L1	3.88	N58°26'41"W
L2	16.73	S00°02'23"E
L3	4.18	S56°07'08"W
L4	17.01	S89°52'08"W
L5	17.25	S89°52'08"W
L6	2.79	N56°25'12"W
L7	15.18	S00°02'23"E
L8	2.90	S58°10'30"W
L9	3.00	S89°52'08"E
L10	3.00	S00°07'52"W
L11	3.00	S89°52'08"E
L12	3.00	S89°52'08"E
L13	3.00	N00°07'52"E
L14	3.00	S89°52'08"E
L15	6.00	S89°52'08"E
L16	3.00	S00°07'52"W
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L18	3.80	N66°00'55"E
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L24	3.00	N00°07'52"W
L25	13.63	S89°58'40"E
L26	5.02	S86°03'22"W
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L28	14.02	S89°58'40"E
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L39	6.00	S00°10'00"E
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L43	4.49	S63°27'22"E
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L46	17.13	S89°54'28"W
L47	11.21	S00°05'52"E
L48	2.00	N89°46'13"W
L49	2.00	N89°12'43"E
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L58	7.00	N89°58'26"E
L59	12.00	S00°10'00"E
L60	10.00	N89°58'26"E

CONSENT TO RECORD
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED PERSON AND ENTITIES, CLAIMANTS WITH RESPECT TO THE ABOVE TITLED PUD, DO HEREBY CONSENT TO THE RECORDATION BY THE OWNER OF SAID PUD, SAID PERSON AND ENTITIES, DO HEREBY SUBORDINATE THEIR INTEREST IN AND TO THE LAND INCLUDED WITHIN EASEMENTS TO THE PUBLIC USE FOREVER.
WESTERN STATES TITLE COMPANY OF DAVIS COUNTY
STEWART T. MATHESON
U.S. TITLE OF UTAH AMERICA WEST BANK
AMERICA FIRST FEDERAL CREDIT UNION MERIDIAN TITLE COMPANY

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF WESTERN STATES TITLE COMPANY OF DAVIS COUNTY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID COMPANY, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

QUESTAR GAS
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.
APPROVED THIS _____ DAY OF _____, 20____
QUESTAR GAS COMPANY
BY: _____
TITLE: _____

UTILITY APPROVAL
SO. DAVIS SEWER IMP. DISTRICT _____ DATE: _____
BOUNTIFUL LIGHT AND POWER: _____ DATE: _____
BOUNTIFUL CITY WATER: _____ DATE: _____
QWEST: _____ DATE: _____
COMCAST: _____ DATE: _____
BOUNTIFUL SUB: _____ DATE: _____



ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF U.S. TITLE OF UTAH AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF U.S. TITLE OF UTAH, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF U.S. TITLE OF UTAH AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF U.S. TITLE OF UTAH, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF AMERICA FIRST FEDERAL CREDIT UNION AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF AMERICA FIRST FEDERAL CREDIT UNION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

L.L.C. ACKNOWLEDGMENT
ON THE _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF MOSS INVESTMENT GROUP, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

L.L.C. ACKNOWLEDGMENT
ON THE _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, _____ WHO BEING DULY SWORN DID SAY THAT HE/SHE IS THE MANAGER OF HIGHLAND AT SOUTH POINTE, L.L.C. AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

BOUNDARY DESCRIPTION
BEGINNING AT A POINT WHICH IS SOUTH 89°33'29" EAST 225.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 9, NORTH MILLCREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, SAID POINT OF BEGINNING IS SOUTH 89°33'29" EAST 33.00 FEET ALONG THE MONUMENT LINE OF 1000 NORTH STREET AND SOUTH 0°07'52" EAST 33.00 FEET AND SOUTH 89°33'29" EAST 225.00 FEET FROM THE MONUMENT MARKING THE INTERSECTION OF 1000 NORTH AND 200 WEST STREETS, SAID MONUMENT IS LOCATED SOUTH 0°08'40" EAST 189.01 FEET AND SOUTH 89°34'30" EAST 1701.61 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH 89°33'29" EAST 155.50 FEET ALONG THE SOUTH LINE OF A STREET, THENCE SOUTH 0°07'52" EAST 287.00 FEET; THENCE NORTH 89°33'29" WEST 155.50 FEET; THENCE NORTH 0°07'52" WEST 287.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.02 ACRES.

OWNER'S DEDICATION
WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HEREBY CONSENT TO THE RECORDATION OF THIS PUD PLAT TO BE NAMED KATHRYN LANE PLANNED UNIT DEVELOPMENT, AND DEDICATE TO BOUNTIFUL CITY FOR PERPETUAL PUBLIC USE ALL COMMON SPACE AS PUBLIC UTILITY EASEMENTS AS SHOWN FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF ANY AND ALL UTILITIES INCLUDING, BUT NOT LIMITED TO ELECTRICITY, WATER, SEWER AND STORM DRAIN LINES NECESSARY TO SERVE THIS AREA OR ADJOINING AREAS.

JOHN RANDY ECKMAN, TRUSTEE KATHRYN ECKMAN
MOSS INVESTMENT GROUP, L.L.C. DANA M. SMITH
HIGHLAND AT SOUTH POINTE, L.L.C.

TRUST ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, JOHN RANDY ECKMAN, TRUSTEE OF THE JOHN RANDY ECKMAN TRUST DATED FEBRUARY 29, 2008, WHO BEING DULY SWORN, DID SAY THAT HE IS A TRUSTEE OF SAID TRUST AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID TRUST AND THAT IT IS WITHIN THE TRUSTEE'S AUTHORITY TO EXECUTE THE SAME.
NOTARY PUBLIC: _____
RESIDENCE: _____

ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____ THERE PERSONALLY APPEARED BEFORE ME, KATHRYN ECKMAN AND DANA M. SMITH, SIGNERS OF THE OWNERS DEDICATION, WHO DULY ACKNOWLEDGED THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES MENTIONED HEREIN.
NOTARY PUBLIC: _____
RESIDENCE: _____

HILL & ARGYLE, Inc.
Engineering and Surveying
181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax
PUD PLAT 06-481
REV 8/27/08 SHM

CITY ENGINEER'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE BOUNTIFUL CITY ENGINEER.
BOUNTIFUL CITY ENGINEER: _____

PLANNING COMMISSION APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE PLANNING COMMISSION OF BOUNTIFUL CITY.
CHAIRMAN: _____

CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____
BOUNTIFUL CITY ATTORNEY: _____

BOUNTIFUL CITY COUNCIL
PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL, UTAH THIS DAY OF _____, 20____ AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
CITY RECORDER ATTEST:
MAYOR: _____

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____ AT _____
IN BOOK _____ OF _____
COUNTY RECORDER _____
BY _____ DEPUTY

Council Staff Report

Subject: Sale of Lot 1 Slagwood Subdivision to TLC Construction,
Address: 371 N 800 E
Author: City Engineer, Water Dept. Director
Department: Engineering, Water
Date: August 25, 2020



Background

Lot 1 of the Slagwood Subdivision is the former site of the Eckman Reservoir. This facility was decommissioned in 1998 and demolished as an extension of the 4th North Reservoir project. Demolition provided a convenient disposal site for excess excavated materials from the 4th North Reservoir and a potential funding source for the purchase of the 4th North Reservoir site with the sale of the Eckman site as a building lot. Fill materials placed in the footprint of the old reservoir were compacted and verification testing performed in anticipation of a home being built on the site.

Analysis

After completing the installation of utilities and construction of new sidewalk across the frontage in the fall of 2019, the lot was advertised on the City's website and a For Sale sign placed on the lot from January to March, 2020. Three purchase proposals ranging from \$50,000 to \$150,000 were received from interested parties during this time. Further consideration of the offers was declined. Between March and late July, several additional inquiries were made about the lot and staff conducted a review of approximately 80 available lots in south Davis County to determine a current market value of approximately \$200,000.

The purchase offer from TLC Construction is for \$200,000 and would be secured by a \$5,000 deposit of Earnest money upon approval by the City Council. The Buyer will be responsible for the closing costs and payment of the agent's commission. Closing is expected to take place in mid-September, so that the appraisal work and loan approvals can be completed.

Department Review

The proposed preliminary and final plat has been reviewed by the Water Department Director and the City Manager.

Recommendation

Staff recommends the City Council approve the sale of Lot 1, Slagwood Subdivision to TLC Construction under the terms outlined in the Real Estate Purchase Contract.

Significant Impacts

Proceeds from the sale of Lot 1 will be used to fund the purchase of property from the DU Company for the 4th North Reservoir Site.

Attachments

1. Aerial photo showing the location of Lot 1, Slagwood Subdivision.
2. A copy of the Real Estate Purchase Contract.



Figure 1 Lot 1, Slagwood Subdivision (approx. 0.27 ac)



REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this August 10, 2020 ("Offer Reference Date") TLC Construction ("Buyer") offers to purchase from Bountiful City Corp ("Seller") the Property described below and delivers to the Buyer's Brokerage with this offer, or agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$5,000 in the form of check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage Maple Hills Realty Phone: 8015979099

Received by: _____ on _____
(Signature above acknowledges receipt of Earnest Money) (Date)

OTHER PROVISIONS

1. PROPERTY: 371 North 800 East

also described as: Lot #2 Slagwood Subdivision Tax # 04-193-0001

City of Bountiful, County of Davis State of Utah, Zip 84010 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, and 1.3.

1.1 Included Items. (specify) _____

1.2 Excluded Items. (specify) _____

1.3 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: _____

2. PURCHASE PRICE. The Purchase Price for the Property is \$200,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

\$5,000 (a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.

\$ _____ (b) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer.

\$ _____ (c) Seller Financing. (see attached Seller Financing Addendum)

\$195,000 (d) Balance of Purchase Price in Cash at Settlement

\$200,000 PURCHASE PRICE. Total of lines (a) through (d)

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents

(except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain)

3.4 Special Assessments. Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: Seller Buyer Split Equally Between Buyer and Seller Other (explain) N/A

The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including any prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.6 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: Upon Closing; ___ Hours after Closing; ___ Calendar Days after Closing; Other (explain)

Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent N/A, represents Seller both Buyer and Seller as a Limited Agent;
Seller's Brokerage N/A, represents Seller both Buyer and Seller as a Limited Agent;

Buyer's Agent Ronn Marshall, represents Buyer both Buyer and Seller as a Limited Agent;
Buyer's Brokerage Maple Hills Realty, represents Buyer both Buyer and Seller as a Limited Agent.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller Property Condition Disclosure (Land) for the Property, completed, signed and dated by Seller as provided in Section 10.2;

Page 2 of 6 Buyer's Initials TD Date 8/10/2020 Seller's Initials W Date 08/17/2020

- (b) a Commitment for Title Insurance as referenced in Section 6.1;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.3;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems; and violation of any CC&R's, federal, state or local laws, and building or zoning code violations; and
- (h) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the Property; the costs and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2(a), Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: IS IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.6 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

Buyer's Initials TD Date 8/10/2020 Seller's Initials W Date 8/17/2020

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously cancelled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: WILL WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$_____. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ARE ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: Addendum No. 1 Seller Financing Addendum Other (specify) _____

10. AS-IS CONDITION OF PROPERTY.

10.1 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.2 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller Property Condition Disclosure (Land) as stated in Section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23. The provisions of Sections 10.1 and 10.2 shall survive Closing.

11. FINAL PRE-SETTLEMENT INSPECTION.

11.1 Pre-Settlement Inspection. At any time prior to Settlement, Buyer may conduct a final pre-Settlement inspection of the Property to determine only that the Property is "as represented", meaning that the items referenced in Sections 1.1, 1.3 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a pre-Settlement inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: SHALL MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (ii) proceed to Closing, and accept the Property in its "As-Is" condition.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.


23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

Buyer's Initials TD Date 8/10/2020 Seller's Initials W Date 8/17/2020

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline August 27, 2020 (Date)
- (b) Due Diligence Deadline September 08, 2020 (Date)
- (c) Financing & Appraisal Deadline N/A (Date)
- (d) Settlement Deadline September 15, 2020 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 6 : 00 [] AM [X] PM Mountain Time on August 13, 2020 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

DocuSigned by:

 526E20C8DC895448... 8/10/2020

 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Buyer's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2.

REJECTION: Seller rejects the foregoing offer.

Lloyd Cheney 08/13/2020 12:45 pm

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)
 Bountiful City Engineer
 Lloyd Cheney for Bountiful City Corp. 150 N Main St., Suite 103, Bountiful, UT 84010 801-298-6125

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

 (Seller's Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

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ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT

THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 10th day of August, 2020 including all prior addenda and counteroffers, between TLC Construction as Buyer, and Bountiful City Corp as Seller, regarding the Property located at _____

The following terms are hereby incorporated as part of the REPC:

- 1- Buyer is a licensed Real Estate Agent in Utah
- 2- Seller to pay 6% commission to Maple Hills Realty

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 6:00 AM PM Mountain Time on August 13, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

DocuSigned by:
Tom Durant 8/10/2020
526E2D0E0C095448...
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE:** Seller Buyer hereby accepts the terms of this ADDENDUM.
- COUNTEROFFER:** Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2.

Clond Cheney 08/13/2020 12:45 pm
(Signature) (Date) (Time) (Signature) (Date) (Time)

- REJECTION:** Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials TD Seller's Initials WC

08/17/2020

**ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN **ADDENDUM** **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of August 10, 2020, including all prior addenda and counteroffers, between TLC Construction as Buyer, and Bountiful City Corp. as Seller, regarding the Property located at 371 North 800 East, Bountiful. The following terms are hereby incorporated as part of the REPC:

- 1. Buyer to pay all associated closing expenses, including Agent's Commission Fees.
- 2. Transaction is subject to approval of the Bountiful City Council. Approval and Acceptance shall not occur unless and until authorized by the Bountiful City Council.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): **REMAIN UNCHANGED** **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. **Seller** **Buyer** shall have until 5:00 **AM** **PM** Mountain Time on Wednesday, August 19, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Cloud Cheney 12:45 pm 13 Aug. 2020
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)
 for Bountiful City

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: **Seller** **Buyer** hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: **Seller** **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

Tom Durant 8/13/2020
 (Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: **Seller** **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

City Council Staff Report

Subject: Preliminary and Final Architectural and Site Plan for Construction of a new Multi-Tenant Commercial Development
Author: Curtis Poole, City Planner
Address: 19 West 500 South
Date: August 25, 2020



Background

The Applicant, Spencer Anderson, requests Preliminary and Final Architectural and Site Plan approval for the construction of a new multi-tenant commercial development located at 19 West 500 South. The property is located within the C-G (General Commercial) Zone and is surrounded by commercial uses in the C-G and DN (Downtown) Zones. The property is located to the east of Natural Grocers and west of the StarWest Computer building and Baskin Robbins. Multi-tenant commercial buildings are located across 500 South to the north in the DN Zone and Key Bank is located to the south of the property.

The Planning Commission reviewed the Preliminary and Final Architectural and Site Plan at its August 18, 2020 meeting and has forwarded a positive recommendation of approval to the City Council. In addition to the conditions listed in its recommendation, the Commission recommended the Applicant work with Staff to shift the parallel parking a little to the north in order to make it more accessible.

Analysis

The proposed development will be located on an "L" shaped property of 0.383 acres which currently has two (2) vacant buildings: a residential dwelling converted to an office for a title loan business and a one-story commercial building. Both buildings will be removed during the construction process. Access to the project will be via one (1) drive approach on 500 South and is located within 200 feet of two (2) existing UTA bus stops on Main Street. The development will feature a two (2) story building with a basement, which will house Bahr Dermatology and a future professional office.

The proposal submitted by the Applicant shows the total building square footage to be 6,370, which will be divided into a three (3) floors. Bahr Dermatology will be housed in the main and basement floors. A future tenant, which would likely be a professional office or similar use, would occupy the second floor.

Renderings and elevations of the development show a mix of light gray brick, cedar and dark gray vertical siding. The northwest and west elevation of the building will feature large windows and a glass entryway. The southern portion of the second floor of the building will have a patio area for tenants. The Applicant has provided sufficient architectural elements to provide a pleasing street view and to compliment properties to the west. Signage will be approved under a separate permit by Staff prior to Tenant installation.

The square footage of the building would require the Applicant to provide a total of twenty-five (25) parking stalls. The medical use requires one (1) stall for every 250 square feet and the professional office use requires one (1) stall for every 300 square feet. The current proposal submitted by the Applicant shows a total of twenty-five (25) stalls with one ADA accessible stall. The Applicant is proposing one (1) drive approach for the site and would replace the eastern approach with landscaping and curbing at the back of the sidewalk rather than curb and gutter so as not to disturb the storm drain located under this approach.

The landscape plan shows a total of 3,010 square feet of landscaping which is roughly sixteen percent (16%) of the property. Code requires a minimum of fifteen percent (15%) landscaping. The landscape plan also shows the Applicant is providing the required three (3) street trees and is providing one (1) additional tree over the required minimum of non-street trees.

The existing site has a storm drain detention system which will be utilized for the new development. Culinary water and the existing sewer service connections in 500 South will be used and are sufficient for the new building. The Applicant will continue to work with Bountiful Light and Power on easement and power requirements for the development.

The Applicant is requesting relief of the landscape buffer along sections of the west and south east property lines and side yard setback on the north east property line. This would permit the Applicant to accommodate the building and required parking on the irregular shaped lot. The Code permits the Land Use Authority to grant the relief if it “determines that there is no need for a landscape buffer along that portion of the site, and that the public interest is better served by reducing the setback” (14-6-105). Due to the shape of the lot and the location of the setbacks where the Applicant is seeking a reduction, Staff finds the request will not have a detrimental impact to the public and would improve the development of this property. The Commission and Council reviewed a similar request last month for the Daniel Wood Square Development and the Council approved the reduction in its setbacks. The Applicant has proposed additional landscaping to help mitigate the potential negative effects of a reduced setback and landscape buffer.

Department Review

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

Significant Impacts

The development is occurring in an area with urban levels of infrastructure already in place. Impacts from the development of this property have been anticipated in the design of the existing storm water, sewer, culinary water and transportation systems.

Recommended Action

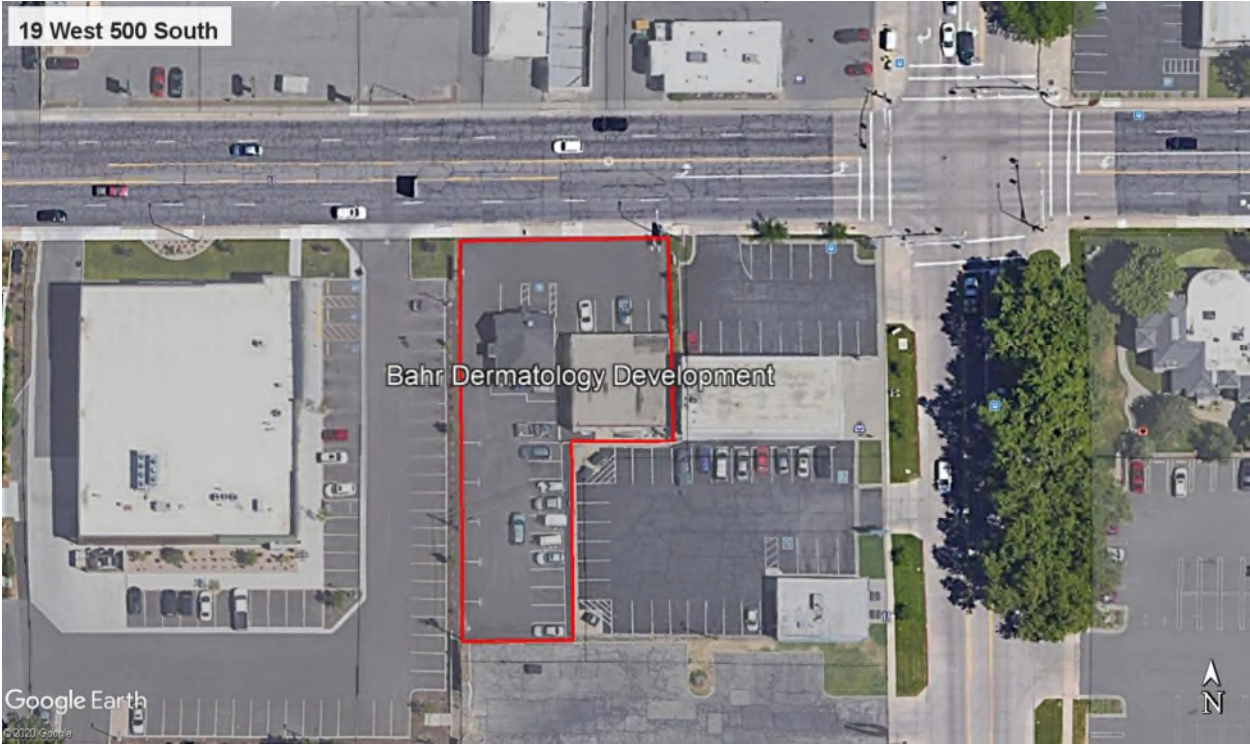
The Planning Commission reviewed the Preliminary and Final Architectural and Site Plan at its August 18, 2020 meeting, and has forwarded a positive recommendation of approval to the City Council for the proposed Multi-Tenant Commercial Development subject to the following conditions:

- 1. Complete any and all redline corrections.
- 2. Record utility easements as required by Bountiful Light and Power.
- 3. All damaged curb, gutter and sidewalk along 500 South shall be replaced.
- 4. Continue to work with Staff on location and orientation of the dumpster.
- 5. Each Tenant shall apply separately for signage meeting the standards of the Code.
- 6. Pay fees and post an acceptable bond in the amount determined by the City Engineer.
- 7. Sign a Public Improvement Development Agreement.

Attachments

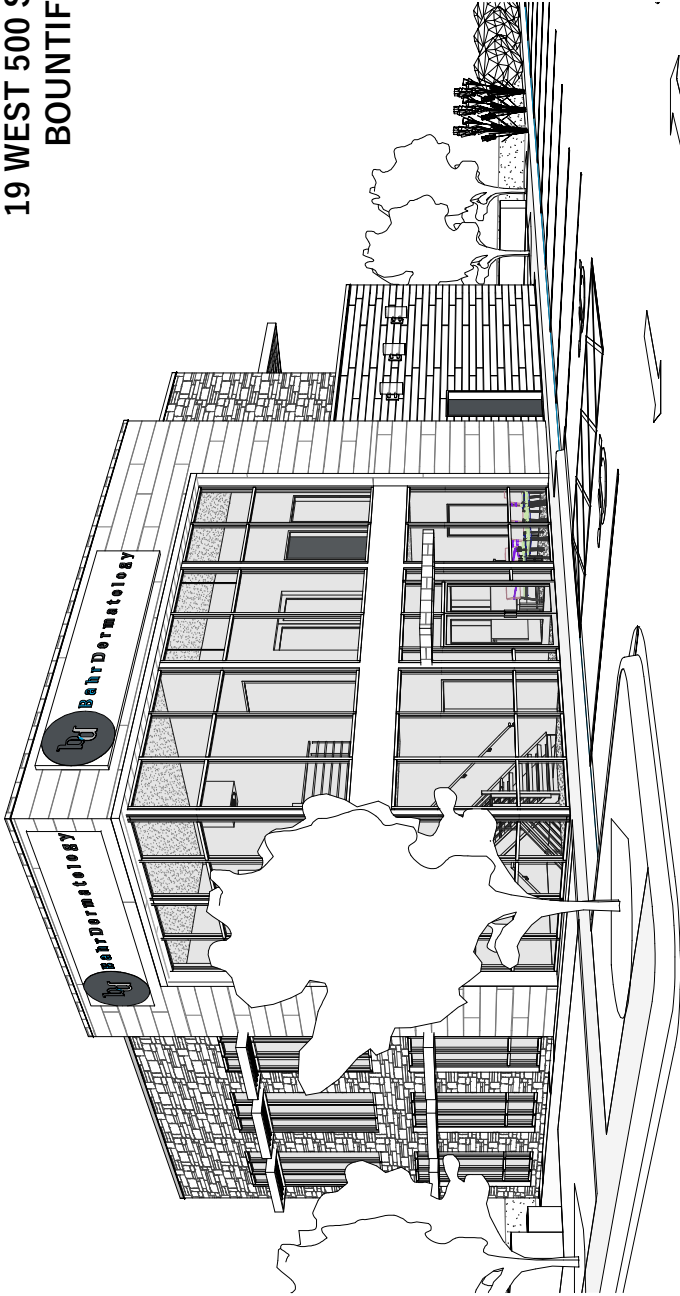
- 1. Aerial photo
- 2. Existing/Demo Plan
- 3. Site and Utility Plan
- 4. Landscape Plan
- 5. Building Renderings and Elevations
- 6. Floorplan

Aerial Photo



BAHR DERMATOLOGY BUILDING

19 WEST 500 SOUTH
BOUNTIFUL, UT



ISSUE DATE:
JUNE 22, 2020

PROJECT NUMBER

20031

REVISIONS:
No. Date Description

PROJECT DIRECTORY

OWNER
DR. BROOKS BARR
19 WEST 500 SOUTH
BOUNTIFUL, UT 84003

ARCHITECT
SPIRACE AND ANDERSON
NORTH SALT LAKE, UT 84054
801.308.1393
801.308.1394
WWW.SAA.COM

GENERAL CONTRACTOR
CITY CREEK CONSTRUCTION
800 WEST MAIN EAST
NORTH SALT LAKE, UT 84054
801.297.2606

STRUCTURAL ENGINEER
REBE AND ASSOCIATES
5145 SOUTH 5500 WEST
MIDWINTER, UT 84050
801.621.3300

ELECTRICAL ENGINEER
MEY ENGINEERING
DAVID S. MANNEN
3892 SOUTH EAST BAY BLVD
MIDWINTER, UT 84050
801.375.2228

CODE SUMMARY

MEDICAL BUILDING

2018 INTERNATIONAL BUILDING CODE (IBC)
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL PLUMBING AND MECHANICAL CONSERVATION CODE
2017 NATIONAL ELECTRICAL CODE

PROJECT LOCATION
ADDRESS: 19 WEST 500 SOUTH
CITY: BOUNTIFUL, UT

USE AND OCCUPANCY CLASSIFICATION
BUSINESS - MEDICAL CLINIC

BUILDING AREA
TOTAL BUILDING AREA - 4,601 S.F.
GROSS BUILDING FOOTPRINT - 2,509 S.F.
GROSS BUILDING FOOTPRINT - 2,509 S.F.
BASEMENT - 2,292 S.F.

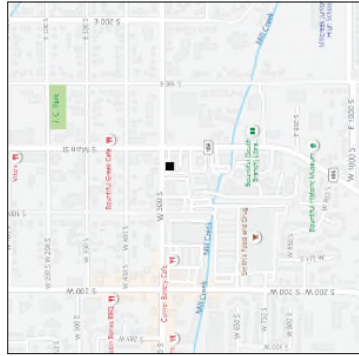
UPPER FLOOR 11 - 1,145 S.F.
TYPE OF CONSTRUCTION
TYPE V-B
BUILDING HEIGHT - 36'-0"
GROSS BUILDING FOOTPRINT - 2,509 S.F.

CONSERVATION PLAN
BUSINESS MEDICAL - 1,697 S.F. PER 190 - 113
COMMON SPACE - 70 S.F. PER XXX-
FIRST FLOOR - 1,927 S.F. PER XXX-
BUSINESS MEDICAL - 2,507 S.F. PER 190 - 167
COMMON - 74 S.F. PER XXX-
BUSINESS - 1,495 S.F. PER 190 - 11 OCCUPANTS
TOTAL OCCUPANCY PER XXX -
TOTAL COMMON OCCUPANTS PER XXX -

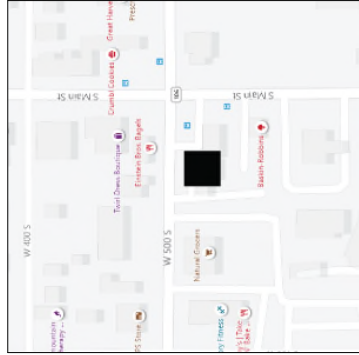
DRAWING INDEX

- ARCHITECTURAL DRAWINGS
 - AR-01 SHEET
 - AR-02 FLOOR PLAN
 - AR-03 PLANS/SECTIONS
 - AR-04 ELEVATIONS
- CIVIL DRAWINGS
 - CL-01 NOTES
 - CL-02 NOTES/EXISTING TREE CROSSING
 - CL-03 EXISTING & DEMOLITION PLAN
 - CL-04 SITE/UTILITY PLAN
 - CL-05 GRADING & DRAINAGE PLAN
 - CL-06 CIVIL DETAILS
 - CL-07 STORM WATER POLLUTION PREVENTION PLAN
 - CL-08 STORM WATER POLLUTION PREVENTION PLAN DETAILS
 - CL-09 TURNING TEMPLATE
- LANDSCAPE DRAWINGS
 - LP-100 LANDSCAPE PLAN
 - LP-101 LANDSCAPE DETAILS
 - IR-100 IRRIGATION COVER
 - IR-101 IRRIGATION PLAN
 - IR-102 IRRIGATION DETAILS
 - IR-103 DETAILS

CITY MAP



VACINITY MAP



AREA SCHEDULE (Gross Building)	
Area	Area
UPPER FLOOR	1145 SF
BASEMENT	2292 SF
TOTAL	3437 SF
TOTAL AREA	6035 SF



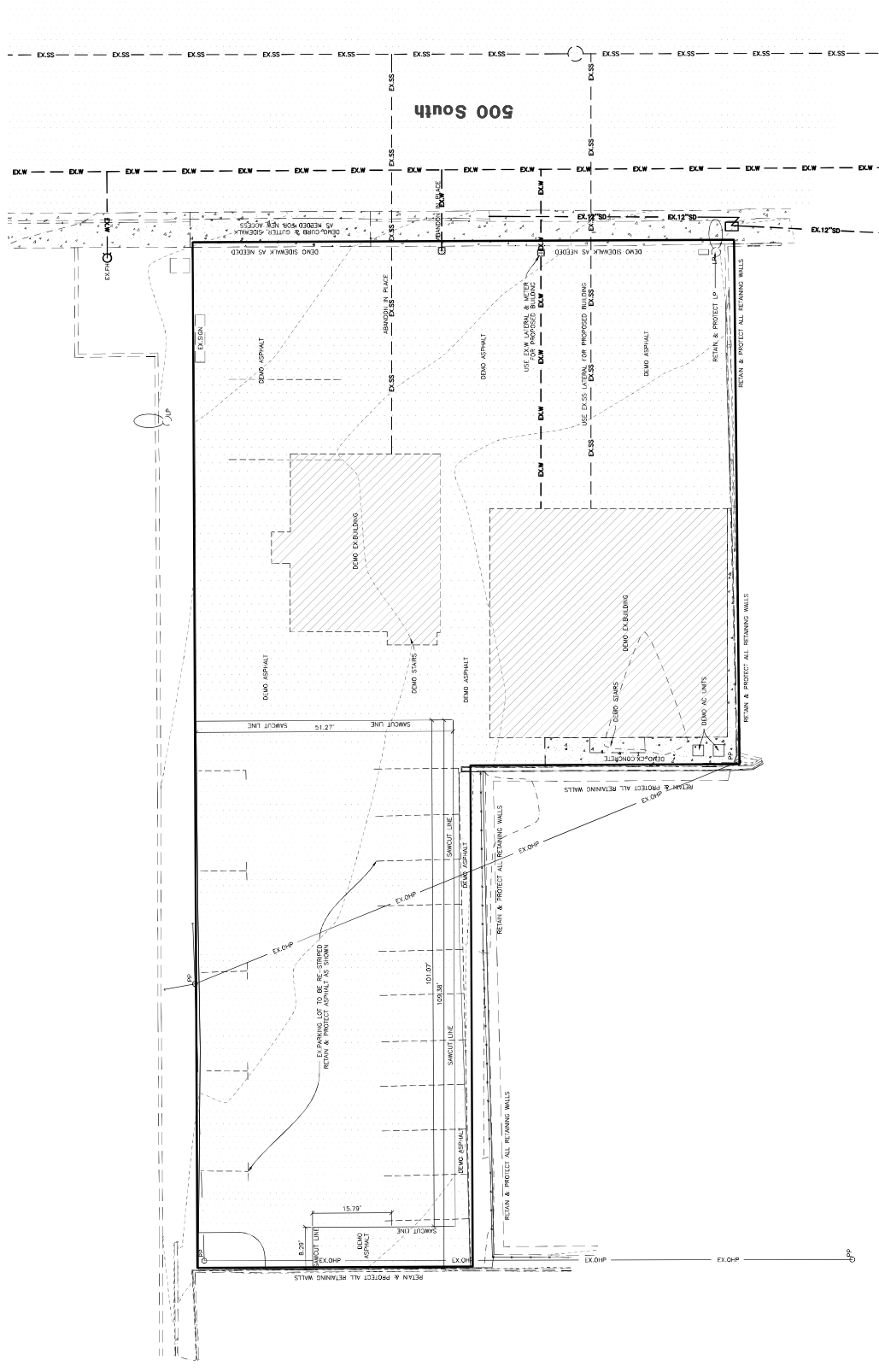
BAHR DERMATOLOGY BUILDING

REVISIONS	DATE	DESCRIPTION

Bahr Dermatology
 19 WEST 500 SOUTH,
 BOUNTIFUL, DAVIS COUNTY, UTAH



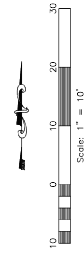
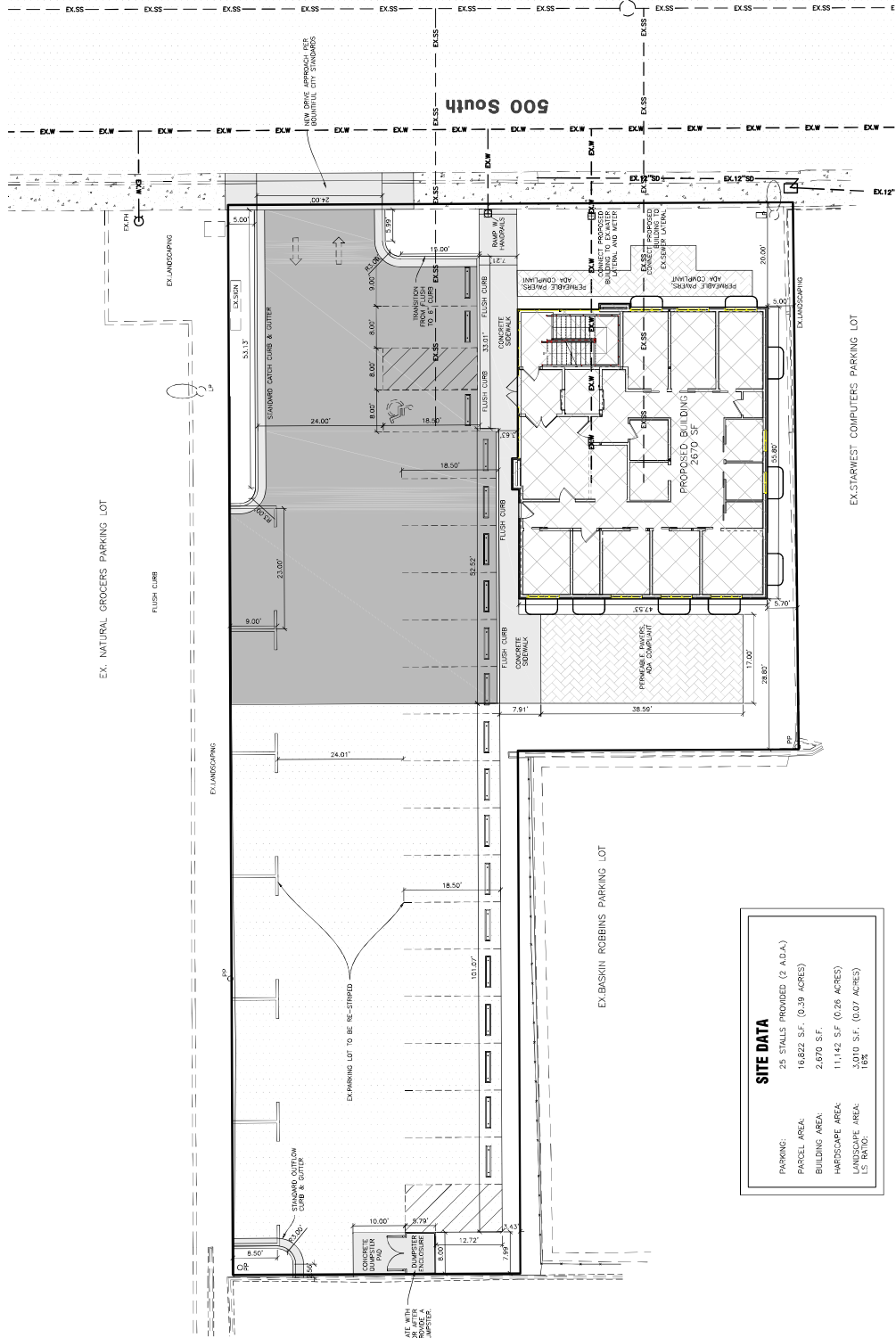
Project Info:
 Engineer: DEWEEP, P.E.
 Drafter: K. JAMES
 Date: 09/27/2020
 Name: BAHR DERMATOLOGY
 Number: 6676-43
 Sheet: **3** of 8



Reeve & Associates, Inc. - 5100 South 1500 West, O.U.

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REVISIONS	DATE	DESCRIPTION



- NOTES:**
 COORDINATE ALL UTILITY SERVICE CONNECTIONS WITH UTILITY PROVIDERS.
 ALL IMPROVEMENTS ARE TO BE TO BOUNTIFUL CITY STANDARDS.

SITE DATA	
PARKING:	25 STALLS PROVIDED (2 ADA)
PARCEL AREA:	16,822 S.F. (0.39 ACRES)
BUILDING AREA:	2,670 S.F.
HARDSCAPE AREA:	11,142 S.F. (0.26 ACRES)
LANDSCAPE AREA:	3,010 S.F. (0.07 ACRES)
CS RATIO:	10%

Reeve & Associates, Inc. - 5100 South 1500 West, O.U.

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PROJECT NUMBER
20031

ISSUE DATE:
JUNE 22, 2020

REVISIONS:
No. Date Description

CONSULTANT

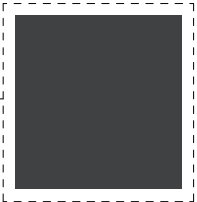
BAHR DERMATOLOGY
19 WEST 500 SOUTH
BOUNTIFUL, UT

ISO VIEW

RR0.1



ARRISCRAFT
BISCAVNE - MIDDTOWN



FW 120-0
CHARCOAL GRAY



ALLURA
TRADITIONAL LAP - CEDAR

PROJECT NUMBER
20031

ISSUE DATE:
JUNE 22, 2020

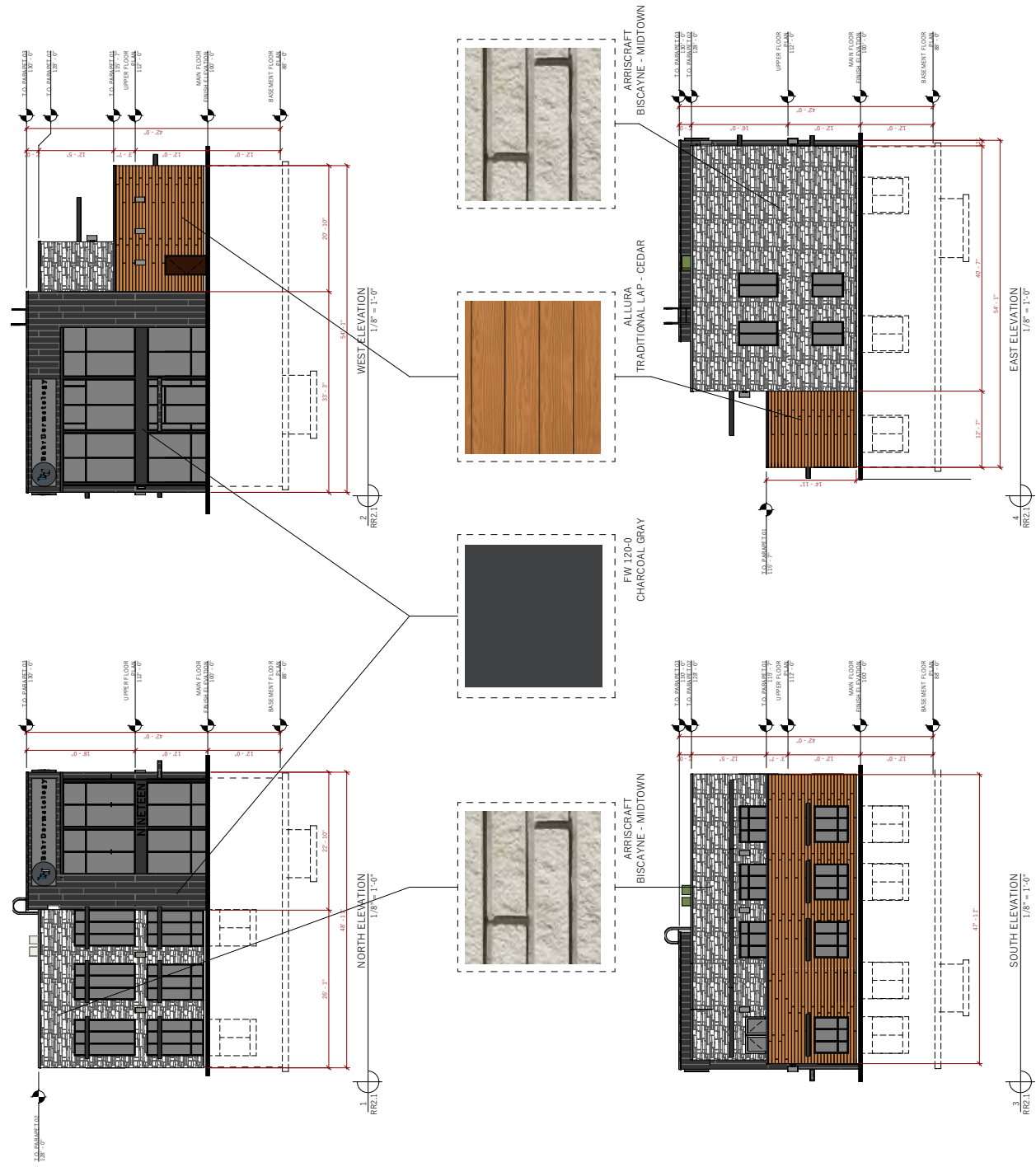
REVISIONS:
No. Date Description

CONSULTANT

BAHR DERMATOLOGY
19 WEST 500 SOUTH
BOUNTIFUL, UT

ELEVATIONS

RR2.1



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PROJECT NUMBER
20031

ISSUE DATE:
JUNE 22, 2020

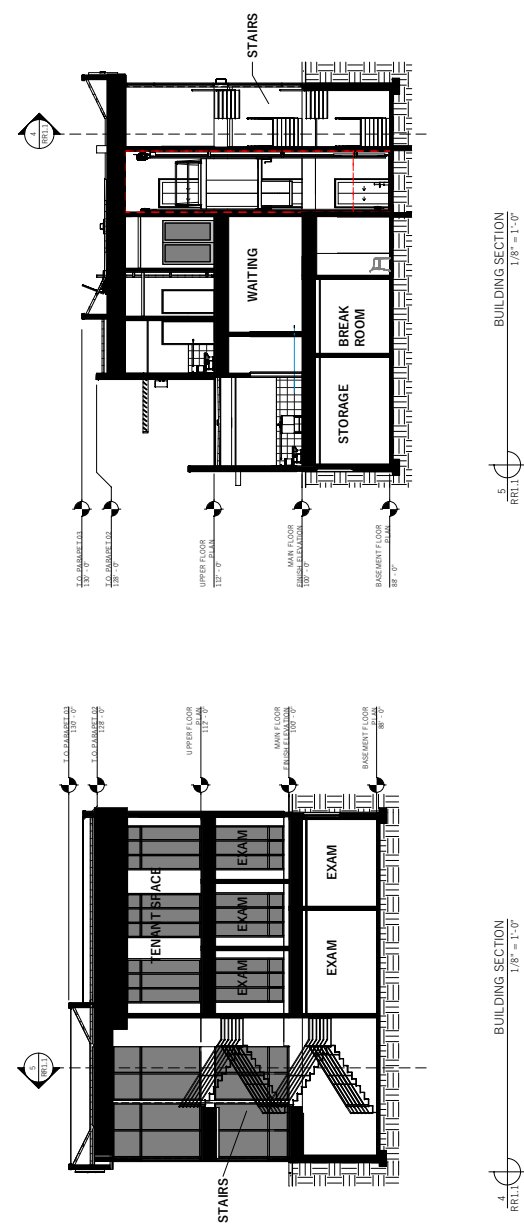
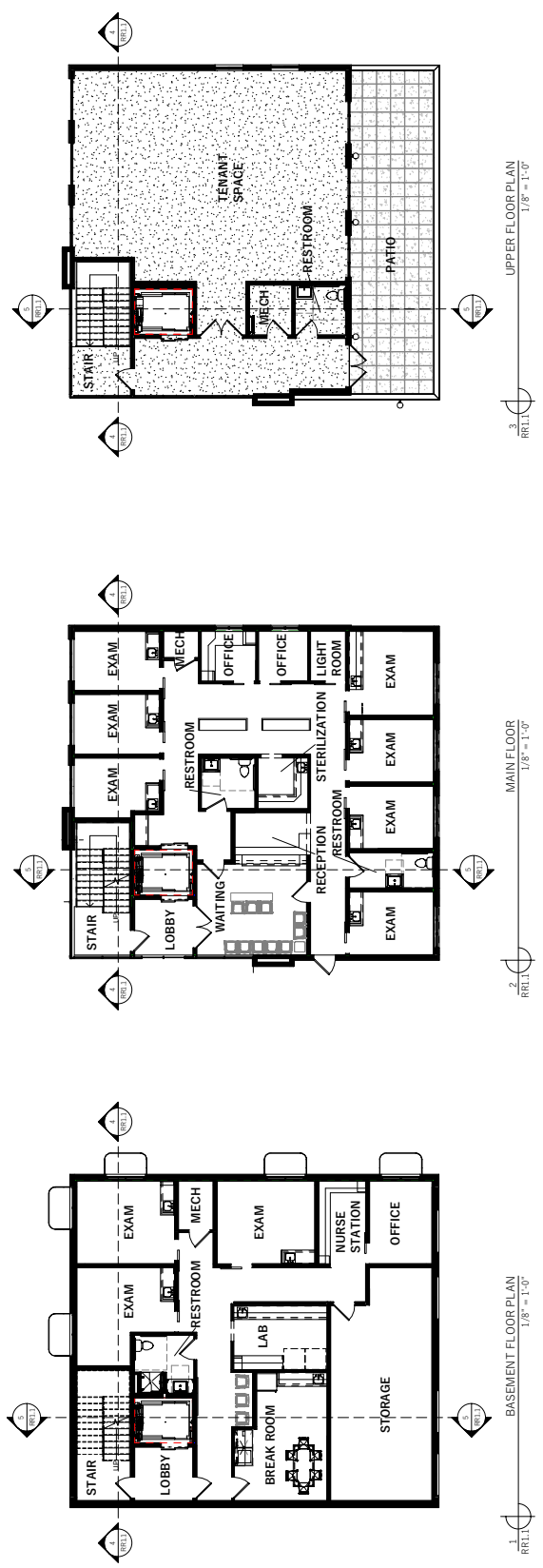
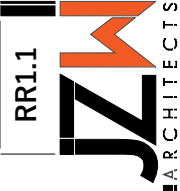
REVISIONS:
No. Date Description

CONSULTANT

BAHR DERMATOLOGY
19 WEST 500 SOUTH
BOUNTIFUL, UT

PLAN/SECTIONS

RR1.1



1. BASEMENT FLOOR PLAN
1/8" = 1'-0"

2. MAIN FLOOR
1/8" = 1'-0"

3. UPPER FLOOR PLAN
1/8" = 1'-0"

4. BUILDING SECTION
1/8" = 1'-0"

5. BUILDING SECTION
1/8" = 1'-0"

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