

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, October 12, 2021

6:00 – Work Session

7:00 p.m. - Regular Session

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

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

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, the meeting is also available to view online. The link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

6:00 p.m. – Work Session

1. Solar net metering discussion – Mr. Allen Johnson p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on September 28, 2021 p. 11
4. Council Reports
5. BCYC Reports
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid September 27, 2021 p. 17
 - b. August 2021 financial report p. 19
7. Consider approval of Ordinance 2021-10 amending the Land Use Code of Bountiful City related to accessory dwelling units (ADUs) – Mr. Francisco Astorga p. 33
8. Consider approval of an easement release at 114 S Bountiful Blvd and authorizing the Mayor to sign the Release of Easement document – Mr. Lloyd Cheney p. 53
9. Consider adoption of Resolution 2021-20 authorizing a subrecipient agreement with South Davis Sewer District for ARPA funding in the amount of \$160,000 – Mr. Gary Hill p. 61
10. Adjourn


City Recorder

City Council Staff Report



Subject: Work Session Solar Rate Review
Author: Allen Ray Johnson
Department: Light & Power
Date: October 12, 2021

Background

In the fiscal year 2018 budget there was an overall rate increase and changes in rates for power generating systems (including photovoltaic). The budget including all rates, were reviewed at the joint Power Budget Committee and the Power Commission meeting on April 18, 2017, and at a special Power Commission meeting held on June 27, 2017. The complete rate presentation was presented on June 13 at the City Council meeting, and an abridged presentation at the Public Hearing on June 27, 2017. The City Council ultimately adopted a “feed-in-tariff” rate for new solar customers. The reasons for this are explained in detail in a 2017 letter from the Power Commission to Bountiful residents (attached).

Since that time, the City Council inquired if there was a way that solar customers could use the power generated in from their own systems before being exported to the City’s network. At the request from the Council, staff discussed a few ideas at a work session on April 27, 2021. The Council directed City staff to work with the Power Commission to come up with a new rate “net metering” rate.

Analysis

Over the past few months the Power Commission has reviewed current solar rates and the following perceptions and questions about rooftop solar generation, net metering, and feed-in tariffs:

Perceptions and Questions

- The problem with feed-in-tariff (vs net metering) is that people should have the right to use the power behind the meter first and then send the rest to the City.
- I want to use my own power so I can be more “green”
- The City is “taking” our solar power and selling it for a profit.
- The City is not green enough –it should embrace solar, not dis-incentivize it.
- Solar and renewables are the way of the future, the City is not forward-thinking enough.
- There is such a small percentage of customers using solar that the City should be encouraging more home-solar use.
- Battery technology is developing so rapidly that soon solar power will be affordable

- Time of use rates – Distributed and Net Metering.
- Grandfathering of current rates
- Unbundling of current rates by using a base rate and a variable generation rates

The Power Commission and Staff recommend that we discuss the current rates and the Council's concerns. The revised rate that the Power Commission and Staff are submitting to the City Council is as follows:

The Power Commission and Staff Recommends the adoption of a new Hybrid Net Metering Solar Rate with the following conditions.

The current Net Metering or Feed-in-Tariff customers rates will not be affected by this new policy. These rates could be adjusted during the normal rate setting process.

Approve a Hybrid Net Metering Solar Rate with the following provisions:

Power generated and used behind the Net meter remains the customers.

Power generated by the customer and purchased by the Utility will be at \$0.05/kwh

Power purchased by the customer will be at the current applicable residential or commercial rate

All rates will be subject to the normal rate adjustments as needed

Current Feed-in-tariff customers can opt to change to the new format if they desire.

The customer would be responsible for any required electrical work

The City will waive any Inspection and permit fees.

BCLP would waive any labor or meter fees during normal working hours

Current Net Metering customers rates will be adjusted to match the new Hybrid Net Metered in July 2030. At that time all Net Metered customers would be on the same rate.

Department Review

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

Significant Impacts

The rate would be effective only after it is approval of the City Council.

Recommendation

No formal action is requested at this time, but Staff recommends the City Council consider the new net metering rate and related conditions and provide direction.

Attachments

2017 Letter from the Power Commissioners

A BASIC PRIMER ON BOUNTIFUL'S ELECTRIC UTILITY SYSTEM FOR BOUNTIFUL CITY 2017 CANDIDATES

BOUNTIFUL CITY POWER COMMISSION, July 6, 2017

Background

Electric power in the U.S. is provided throughout the country by private utilities, like Rocky Mountain Power, and by municipal or public power systems. The power rates of private utilities are established by state public utilities commissions. The rates of municipal utilities are established by the elected officials of the owning cities.

Bountiful City has owned and operated its own electric utility system since 1935. Today, Bountiful City's 43,000 residents and its commercial customers receive reliable and competitively-priced electricity through 16,800 meter hook-ups from Bountiful City Light and Power (BCLP). BCLP is a \$34.5 million per year operation. Many Utah cities operate electric utilities, and state law requires that these "enterprise services" cover all expenses (operating, maintenance, and long-term capital) from rates, fees, and deposits collected from customers. BCLP does NOT operate on tax money. It is a stand-alone operation based on user fees and power sales. In addition, Bountiful City requires BCLP to distribute all operating expenses equitably among customer classes.

Whether an electric utility is private or municipal, it has one over-arching legal obligation to its customers: it is the provider of last resort, and it must be capable at all times of delivering electric power to meet whatever the customer demand is at any time of the day or night, 365 days each year, rain, snow, or shine.

The Utah Public Service Commission (PSC) regulates the rates that Rocky Mountain Power (RMP, a subsidiary of Berkshire Hathaway, which is primarily owned by Warren Buffet) may charge its customers. The PSC determines what the costs are for providing RMP's service, and then authorizes a percentage "return on investment" which is the source of Warren Buffet's RMP profits and the return to his shareholders.

What BCLP Power Rates Do for Customers and the City

Like RMP, Bountiful City Light and Power has many of the same kinds of costs of service, but BCLP provides a significant benefit to BCLP's customers and City taxpayers – at rates that are lower than the rates paid by Rocky Mountain Power's customers. BCLP has long term contracts and has access to less expensive hydropower produced mainly by the Colorado River Storage Project (CRSP). While CRSP power is a smaller slice of BCLP's power supply today than 20 years ago, it still provides about 40% of the City's total load. This cost savings goes directly into lowering BCLP rates. The "return on investment" profit that would otherwise go to Warren Buffet, instead goes right back to BCLP's customers in the form of lower rates, and to the City's taxpayers in the form of annual transfers to the Bountiful General Fund (\$2.4 million in the current FY) and franchise taxes on customer power bills. Without this "profit" from power sales, Bountiful City's property taxes would have to increase, or the level of services would have to be reduced. Power rates apply to all properties in Bountiful; there are no exemptions for schools, non-profits, or churches. While all of these "properties" still require the same level of municipal services the City provides, they are exempt from property tax and sales tax. In this respect, BCLP provides a modest measure of equalization among Bountiful property owners. BCLP also provides electric service with a greater degree of reliability than RMP, in part because much of BCLP's system is underground, and because BCLP maintains a more aggressive tree-trimming program.

The critical challenge for any electric utility is balancing or matching the power supply with customer usage or demand. The highest level of customer demand or usage for BCLP is in the month of July, which typically peaks at around 80 MW.¹ But that's only half the challenge. The other half is matching supply with customer demand as it varies hour by hour throughout each day. Customer usage in July will range from 25 MW to 80 MW on a daily basis. BCLP is required to balance power purchases with customer usage on an hourly basis. Bountiful is a bedroom community, with a relatively small commercial customer slice, resulting in a much lower usage period during the morning and afternoon versus the late afternoon or evening. The heaviest demands for power during the day are between 1:00 and 11:00 p.m. and particularly between 3:00 and 9:00 p.m.

Sources of BCLP Power

BCLP's least expensive source of power is hydropower purchased from CRSP, and from BCLP's ownership of hydroelectric facilities at Echo Dam and Pineview Dam. BCLP also buys power (and sells excess power) through a power exchange arrangement with the Utah Associated Municipal Power System (UAMPS). BCLP has other long-term contracts for power with the San Juan Power Station, and IPP. It also buys peaking power, when necessary, on the spot-market.² In addition, Bountiful owns two 13.5 MW gas turbine generators. If they operate full-time, they cover only 30% of the maximum summer load; BCLP minimizes that generator expense through long-term contracts with BP Energy. BCLP turns on its own generators whenever the cost of natural gas is less than the cost of other purchased power.

The biggest change in the electrical industry, nationwide, has been the steady reduction in the price of natural gas. The Intermountain Power Project, in which Bountiful has an interest, is currently converting from coal to natural gas. However, natural gas is a nonrenewable resource, and BCLP is looking to the future in order to continue to meet its service obligations to customers. Through UAMPS, BCLP has made a modest commitment to determine the feasibility of small scale, advanced technology, nuclear generation. The feasibility of this project is promising, and if the necessary water rights can be secured, the project will be built at the Idaho National Laboratory.

BCLP has investigated through UAMPS several renewable projects such as heat recovery, geothermal, and wind projects, but they have not been, so far, economically practicable. BCLP is also in the process of securing a long-term reasonably priced commercially-generated solar power contract that has a production capacity suited to BCLP's bedroom community load characteristics, and at a highly competitive price which is expected to be online in early 2019.³

Pricing Solar Power for BCLP Co-Generators

Presently, BCLP has 200 customers who have installed solar panels on the roofs of their homes (1% of BCLP's customers). A variety of solar companies have embarked on a very aggressive sales campaign over the last 18 months, and these 200 customers have made an investment in this technology

¹ 1 Megawatt equals 1,000,000 watts. A 15-watt light bulb draws 15 watts of electricity any moment it's turned on.

² Wholesale power markets allow utilities to buy peaking power on an hourly basis for whatever the on-the-spot price is.

³ This solar project is more suited to BCLP's power needs because: (a) it will be located in an area of Beaver County which has a higher average number of sunshine days than Bountiful and receives less snow than Bountiful, which together provide for more days per year of maximum generation; (b) the project is designed with rotating panels that track the sun's arc throughout the day and present panel angles that maximize all-day power generation; (c) the technology allows BCLP to take power later in the day as the load demand increases; and (d) the price of power from the project is highly competitive with BCLP's other power sources.

for a variety of reasons. Whatever the reasons for such investments, BCLP still remains as the electric-provider of last resort whenever the sun isn't shining, day or night. These customers, when the sun shines, collectively generate about 1 MW of the 80 MW BCLP requires in July to meet customer demand for power. The problem for these customers and BCLP is that their 1 MW is mostly generated during a time of the day when it is least needed and, so far, cannot be stored.

The laws of physics play into the electric power business in one undeniable way: electricity can't be stored in industrial-strength quantities. When someone figures out how to do that, it will revolutionize the electric industry, but science isn't there yet. Until July 1, 2017, solar customers of BCLP used the same electric meter that all BCLP customers use. That meter can run backwards as well as forwards, and during the hours that a customer's solar panels produce electricity, the meter runs backwards; when the customer takes power from BCLP, the meter runs forward. At the end of the month, the customer and BCLP "settled up," using the cost of power that BCLP uses for all of its customer sales: 9.25¢ per KWH.⁴ That's called "net-metering." In other words, BCLP was paying 9.25¢ to the solar customers, for every KWH they generated, even though BCLP – at the time the power was generated – could buy it somewhere else for 4¢ per KWH. That turned out to be a good deal for the solar customers, but not so good a deal for the 99% of other BCLP customers. BCLP was buying power it didn't need, at a time it couldn't use it, for 9.25¢ per KWH, and then selling that excess for 4¢ per KWH, and losing money.

That makes no sense as a sustainable business model, and it makes no sense for the other 16,600 BCLP residential and commercial customers, nor for Bountiful City. BCLP cannot provide that kind of subsidy to solar customers and remain in business. If all 16,800 BCLP customers were solar customers on that same basis, BCLP would be bankrupt within a month.

The New Feed-In Tariff: Greater Equity for All Customers

Beginning July 1, 2017, BCLP will accept new solar customers based on what is called a "feed-in tariff." This arrangement uses two meters, and it allows for accurate measurement of KWH going into a customer's home from BCLP, and KWH going out of that home to BCLP. The power going into the home is sold at the same price per KWH as to all BCLP residential customers. The price paid to the solar customer by BCLP will be based on the time of day the solar customer is generating power. The price paid by BCLP will more closely match the equivalent rate BCLP has to pay for power at those times. It will allow for a more competitive rate during the time of day that it can actually be used by BCLP, rather than a 200% subsidy at a time when it can't.

BCLP Can't Guarantee Any Company a Profit

Some solar companies have complained that this arrangement will drive solar power out of Bountiful. This is not the case. BCLP is extremely interested in large-scale solar generation, because of its more efficient technology and competitive pricing throughout the day. BCLP's share in this facility could be online in early 2019. However, BCLP does not have an obligation to keep makers and sellers of solar panels profitable, particularly by offering a customer subsidy that makes zero economic sense even on a small scale, and which would be outrageous to the other 99% of BCLP's customers and Bountiful City taxpayers on an even larger scale. BCLP has grand-fathered the solar customers who have been installed or have a completed application by June 30, 2017. Even so, that will cause a continuing power sales loss to BCLP of \$100,000 or more annually. There will be a corresponding loss to Bountiful City in terms of lost franchise tax revenue and a smaller contribution to the General Fund via the annual contribution BCLP makes to Bountiful City. BCLP still has to serve all of its 16,800 customers, and it still has to secure a base power load that will keep the lights on all the time, whether there is or isn't

⁴ One kilowatt hour equals power consumption of 1,000 watts for one hour.

sunshine. It still has to maintain the distribution system. The feed-in tariff does more to keep rates fair for everyone.

Some have argued that the feed-in tariff is an effort by BCLP to prevent solar customers from using “free” solar power. That is misleading. Anyone who wishes to rely exclusively on free solar power to light their home and run an air-conditioner is not required to connect to the BCLP system. However, if a homeowner or business wishes to become, not just a BCLP customer but also a co-generator via solar power, then the obligation of BCLP is to ensure that the arrangement is fair, not only to the solar co-generator, but to all other BCLP customers as well. The feed-in tariff is the most equitable billing arrangement BCLP has examined to accomplish that. Paying someone twice as much for something that could otherwise be purchased at half the cost is no way to run a successful enterprise.

The staff at BCLP is available to respond to questions or provide additional detail about BCLP’s operation. Please contact Mr. Allen Johnson, the BCLP Director, at (801) 298-6072.

BOUNTIFUL CITY POWER COMMISSION

John Cushing, Chair
Susan Becker
Daniel Bell
Beth Holbrook
David Irvine
Jed Pitcher
Paul Summers

Minutes of the
BOUNTIFUL CITY COUNCIL
September 28, 2021 – 6:30 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris R. Simonsen
	City Manager	Gary Hill
	City Attorney	Clinton Drake
	Finance Director	Tyson Beck
	Parks Director	Brock Hill
	Police Chief	Ed Biehler
	Power Director	Allen Johnson
	Water Director	Kraig Christensen
	Streets Director	Charles Benson
	Asst City Engineer	Todd Christensen
	City Prosecutor	Yvette Donosso
	Victim Advocate	Ashley Stewart
	Recording Secretary	Maranda Hilton

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

Work Session – 6:30 p.m.
City Council Chambers

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

VICTIM ADVOCATE PROGRAM UPDATE – MR. CLINTON DRAKE

Ms. Ashley Stewart, who works as the Victim Advocate out of the City Prosecutor’s Office, gave an update about the program and what she does in her position. She explained that the focus of a Victim Advocate is to help victims who are going through the court system and to be their liaison with the prosecutor and the court. She routinely helps people navigate the court system by explaining what will happen next, what they are required to do, and she attends hearings with them. She helps victims know what their rights are, draft victim impact statements, attain protective orders, and receive restitution when they have experienced theft or other losses. She shared a couple of experiences where she was able to be a resource and support victims who needed help leaving domestic violence situations. She said that she loves her job and loves working in the prosecutor’s office. She also explained that the position is funded by a federal grant which is given on a two-year cycle. She said that although applying for the grant takes a lot of work, she has received a lot of help from people at the City.

Ms. Yvette Donosso, City Prosecutor, spoke about Ms. Stewart’s work and said having her in the office is absolutely vital. She explained that under the Victims’ Rights Act, victims have the right

1 to be informed about their case, informed about obtaining protective orders, to have a speedy trial,
2 and to speak at sentencing, among other things. Ms. Stewart is integral in making sure that these
3 rights are being upheld. She said that every week they have 70-80 criminal cases coming through
4 their office, not including the traffic cases, and Ms. Stewart reaches out to each and every victim to
5 make sure they know what to expect and to see if they want protective orders, etc. She also explained
6 that Ms. Stewart acts as an important buffer between the victims and the prosecutor, helping people
7 feel more comfortable, which can make a huge difference in victims being willing to assist with
8 prosecution.

9 Mr. Clinton Drake, City Attorney, took a few minutes to recognize the work being done in the
10 prosecutor's office, and lauded them for how well they adapted to the changes wrought by the
11 COVID-19 pandemic. He explained that they put their hearts into these cases, and it can be very
12 difficult when a victim changes their mind and decides to not follow through with prosecution, which
13 is why the Victim Advocate plays such an important role in fostering good relationships with victims.
14 He also wished to recognize two other people who work in the prosecutor's office: Lana Agbeko, the
15 legal secretary, and a woman who has spent many volunteer hours helping them out, Olivia Ward. He
16 expressed appreciation for them. He ended by explaining that misdemeanor prosecution is more
17 difficult, in many ways, than felony prosecution, calling it homicide prevention, and saying that he
18 knows they are making a positive impact in the lives of the City's residents with the work they do
19 every day.

20 Councilmembers and the Mayor thanked them for all they do to help Bountiful and to help
21 these victims.

22
23 The meeting ended at 6:59 p.m.

24
25
26 **Regular Meeting – 7:00 p.m.**
27 **City Council Chambers**
28

29 Mayor Lewis called the meeting to order at 7:03 p.m. and welcomed those in attendance. Mr.
30 Dylan Valentino led the Pledge of Allegiance, and Ms. Debbie McPheters, Stake Relief Society
31 President in the Bountiful North Stake, offered a prayer.

32 Mayor Lewis reported that a former Mayor of Bountiful, Mr. Bob Linnell, passed away and
33 recognized Mr. Linnell for his well-respected life, his sacrifices made to the City and his constant
34 advocacy for his community.

35
36 **PUBLIC COMMENT**

37 The public comment section was opened at 7:08 p.m.

38
39 Mr. Jack Parker (1515 East 3010 South, Salt Lake City) said that he was there advocating for a skate
40 park in Washington Park. He is a full-time skate coach who also acts as a skate park respect
41 ambassador. He said you cannot profile the type of people who use a skate park as they are very
42 diverse. He added that there are a growing number of ambassadors throughout the state, and their
43 services are free to the City. He said if the skate park were to get approved, they will work with locals
44 to keep the park clean and safe.

1 Mr. Sean Peterson (943 West Vista Ridge Drive, Lehi) said he is a skateboard ambassador for Lehi,
2 and he also founded the Utah Skatepark Advocacy Group. He said both groups are trying to mend the
3 gap that exists between the skateboarding community and the Utah cities. They want to show the
4 good things that come to people's lives through skateboarding. He handed out the results of a survey
5 they conducted about desired skate park amenities.
6

7 Ms. Linda Smith (91 West 2050 South) reported that a Bountiful Cemetery truck has been parked in
8 the circle off 50 West, which makes it impossible for large trucks to use it as a turn-around. She said
9 she thinks it will become a big problem in the winter with plows and cause an accident if that truck is
10 allowed to remain there.
11

12 Ms. Claudia Lindeburg (2057 Penman Lane) said she can appreciate the desire for a skate park, but
13 she thinks that the City should consider what percentage of taxpayers would actually use the skate
14 park.
15

16 The public comment section was closed at 7:17 p.m.
17

18 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD ON**
19 **SEPTEMBER 14, 2021**

20 Councilman Higginson made a motion to approve the minutes and Councilwoman Bahr
21 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
22 and Simonsen voting "aye".
23

24 **COUNCIL REPORTS**

25 Councilwoman Bradshaw reminded everyone that there will be two events at City Hall
26 tomorrow night - the final public design open house for Washington Park and a "Meet the
27 Candidates" night.

28 Councilman Simonsen reported that all 84 monument lights in the Veterans Park are now
29 submerged, working and ready for the winter.

30 Councilwoman Harris did not have a report.

31 Councilwoman Bahr reported that the BCYC had a service project on Saturday helping to
32 clean up Holbrook Canyon Trail.

33 Councilman Higginson did not have a report.
34

35 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID**
36 **SEPTEMBER 6, 13 & 20, 2021**

37 Councilwoman Bahr made a motion to approve the expenditures paid September 6, 13 & 20,
38 2021 and Councilman Higginson seconded the motion. The motion passed with Councilmembers
39 Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".
40

41 **CONSIDER APPROVAL OF THE PURCHASE OF TWO POLICE CARS IN THE TOTAL**
42 **AMOUNT OF \$68,828 – CHIEF ED BIEHLER**

43 Chief Biehler explained that these two vehicles will constitute the final purchases for the
44 upcoming year, and that funding for them is included in the current fiscal year's budget. They wish to
45 purchase a 2022 Jeep Grand Cherokee for the detective division from Ken Garff Chrysler Jeep Dodge

1 Ram, and a 2022 Ford Explorer, also for the detective division, from Performance Ford. They will
2 sell a 2008 Ford Explorer and a 2014 Jeep Cherokee.

3 Councilwoman Harris made a motion to approve the vehicle purchases and Councilwoman
4 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
5 Higginson and Simonsen voting “aye”.

6
7 **CONSIDER APPROVAL OF RESOLUTION 2021-18 WHICH APPROVES THE REAL**
8 **ESTATE PURCHASE AGREEMENT FOR PROPERTY LOCATED AT APPROXIMATELY**
9 **1385 EAST BOUNTIFUL BOULEVARD IN BOUNTIFUL, UTAH – MR. CLINTON DRAKE**

10 Mr. Drake explained that this contract is for the real estate purchase of 1385 East Bountiful
11 Boulevard, where the City already has a water tank installed. After some time spent negotiating, the
12 purchase of the property is from the current owner is ready to be finalized.

13 Councilwoman Bahr made a motion to approve Resolution 2021-18 and Councilwoman
14 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
15 Higginson and Simonsen voting “aye”.

16
17 **CONSIDER APPROVAL OF RESOLUTION 2021-19 ADOPTING A MUTUAL**
18 **ASSISTANCE AGREEMENT – MR. ALLEN JOHNSON**

19 Mr. Allen Johnson explained that this mutual assistance agreement that includes Pacificorp is
20 monumental. He said it all stemmed from the windstorm last year when everyone needed help from
21 all over the state. The agreement will allow the City to call on PacifiCorp if needed, and it is all
22 completely voluntary. The agreement will also allow the City to get needed materials through
23 Pacificorp as well. The Power Commission forwarded a positive recommendation, and if approved,
24 the actual signing with the Mayor will take place October 7th at the State Capitol building.

25 Councilman Higginson made a motion to approve Resolution 2021-19 and Councilman
26 Simonsen seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
27 Higginson and Simonsen voting “aye”.

28
29 **CONSIDER FINAL ACCEPTANCE OF NATHAN’S SUBDIVISION AND AUTHORIZE**
30 **THE RELEASE OF THE BOND – MR. TODD CHRISTENSEN**

31 Mr. Todd Christensen explained that Nathan’s subdivision was approved back in 2018, and it
32 was two existing properties that were subdivided to create a third lot. The third lot needed utilities
33 services run into the lot, which has been done, and the curb, gutter and sidewalk have been replaced.
34 He said that they have inspected the public improvements and found everything acceptable and
35 recommend authorizing the release of the bond.

36 Councilman Higginson made a motion to accept the public improvements and authorize the
37 release the bond and Councilwoman Bradshaw seconded the motion. The motion passed with
38 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

39
40 **CONSIDER APPROVAL OF THE PREVIOUS PURCHASE OF PIPE FROM**
41 **MOUNTAINLAND SUPPLY COMPANY IN THE AMOUNT OF \$27,760 – MR. KRAIG**
42 **CHRISTENSEN**

43 Mr. Kraig Christensen explained that due to the radium problem in the 17.8 well, they had to
44 implement a water blending plan which required installing more pipe on Davis Boulevard. They
45 needed to purchase pipe that would withstand the necessary pressures of the pump and got three bids
46 for DR14 pipe. The only supplier that had it in stock was Mountainland Supply, so he received

1 approval from the City Manager to purchase it and is asking for retroactive approval from the
2 Council. He noted that this was an unplanned project and will therefore push another pipe
3 replacement project into next year.

4 Councilwoman Harris made a motion to approve the purchase of DR14 pipe from
5 Mountainland Supply and Councilman Higginson seconded the motion. The motion passed with
6 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

7
8 **CONSIDER APPROVAL OF THE PURCHASE OF TWO PARKS DEPARTMENT WORK**
9 **TRUCKS FROM PERFORMANCE FORD IN THE TOTAL AMOUNT OF \$65,758 – MR.**
10 **BROCK HILL**

11 Mr. Brock Hill explained that these trucks will help the new full-time Parks employees do
12 their jobs. He said they got bids back in April and recently took delivery of the vehicles, which have
13 already been paid for. He said he took direction from the City Manager about what to do and they
14 asked Ford to go ahead and order the trucks back then. He said one truck will be an additional truck
15 for the fleet and the other will be replacing a 1987 truck.

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

19
20 **ADJOURN TO A CLOSED MEETING TO DISCUSS THE PURCHASE, EXCHANGE OR**
21 **LEASE OF REAL PROPERTY, REASONABLY IMMINENT LITIGATION, AND/OR TO**
22 **DISCUSS THE CHARACTER AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH**
23 **CODE §52-4-205).**

24 Councilwoman Bahr made a motion to adjourn to a closed meeting to discuss the purchase,
25 exchange or lease of real property, reasonably imminent litigation, and/or to discuss the character
26 and/or competency of an individual(s) to be held in the council conference room and Councilman
27 Higginson seconded the motion. The motion passed with the following roll call vote:

28 Harris Aye
29 Higginson Aye
30 Simonsen Aye
31 Bahr Aye
32 Bradshaw Aye

33
34 The regular session was adjourned to a closed session at 7:36 p.m.

35
36 The closed session was started at 7:47 p.m.

37
38 Councilwoman Bradshaw Harris made a motion to move back to the regular session and
39 Councilwoman Harris seconded the motion. The motion was approved with Councilmembers Bahr,
40 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

41
42 The regular session was reopened at 9:06 p.m.

43
44 Councilman Higginson made a motion to adjourn, and Councilwoman Bradshaw seconded
45 the motion. The motion was approved with Councilmembers Bahr, Bradshaw, Harris, Higginson and
46 Simonsen voting “aye”.

1
2
3

The regular session was adjourned at 9:06 p.m.

Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
September 27, 2021

Author: Tyson Beck, Finance Director

Department: Finance

Date: October 12, 2021

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid, September 27, 2021.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 27, 2021**

<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>
1078	ALL STAR STRIPING, L	Streets	104410 448000	Operating Supplies	2,221.00	223951	5651	Striping projects
1165	ANTIGUA GROUP, INC.	Golf Course	555500 448240	Items Purchased - Resale	1,040.70	223954	AIN-1880184	Men's wear
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223955	72W68221	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223955	72W68321	Tree Trimming
1447	BP ENERGY COMPANY	Light & Power	535300 448611	Natural Gas	155,862.23	223963	21166613	Natural Gas - Customer ID 125924
13176	BURT, RON	Legislative	104110 461000	Miscellaneous Expense	1,500.00	223964	9/19/2021	9/11 Day of Servicer Promo banners/yard signs
1838	CUTLER'S SANDWICHES	Storm Water	494900 448000	Operating Supplies	1,210.00	223972	10118	Paul Hartvigsen Retirement Lunch
2141	FARWEST LINE SPECIAL	Light & Power	535300 445201	Safety Equipment	1,802.00	223981	340781	Work gloves for crews
2141	FARWEST LINE SPECIAL	Light & Power	535300 445202	Uniforms	1,171.01	223981	340669	FR work pants for crews
2350	GREEN SOURCE, L.L.C.	Cemetery	595900 425000	Equip Supplies & Maint	3,210.00	223986	21748	
8756	IRBY ELECTRICAL DIST	Light & Power	535300 445201	Safety Equipment	1,170.44	223994	S012636016.001	Glove testing of high voltage gloves
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,088.10	223996	7523	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,334.11	223996	7488	Patching- Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,463.90	223996	7500	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,482.23	223996	7494	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	7,129.59	223996	7512	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	25,139.40	223996	7481	Overlay Summerwood - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	26,785.98	223996	7470	Overlay Summerwood - Customer # BOUN02610
3365	OLD DOMINION BRUSH	Storm Water	494900 425000	Equip Supplies & Maint	2,130.90	224007	7725993	Intake nozzle
6148	PLANT, CHRISTENSEN &	Liability Insurance	636300 431000	Profess & Tech Services	5,361.00	224013	73333	Lefevre vs Bountiful City - Acct # 1415-19303
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,286.21	224020	2845030	Tires for Streets Dept. -Acct # 2801867
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	1,296.40	224020	2845044	Tires for Sanitation Trucks - Acct # 2801867
11638	SIDDONS-MARTIN EMERG	Streets	104410 425000	Equip Supplies & Maint	2,600.00	224027	38402698	Auto Parts for SDMF
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,851.69	224033	0330555	Bulk Oil - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,081.57	224033	0330155	Fuel Purchased - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	24,139.50	224033	0330842	Gas and Diesel Fuel
4229	TOM RANDALL DIST. CO	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	1,358.89	224033	0330584	Fuel - Acct # 00277
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,109,801.93	224035	09242021	Aug. 2021 payment for Power Resources
TOTAL:					<u>1,429,129.18</u>			

City Council Staff Report

Subject: August 2021 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: October 12, 2021



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2022 through August as compared to the past three fiscal year periods through that same timeframe.

The FY2022 budget portion of these reports is the originally adopted FY2022 budget approved by the City Council in August of 2021.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

Financial information to aid in legislative and operational decision making.

Recommendation

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

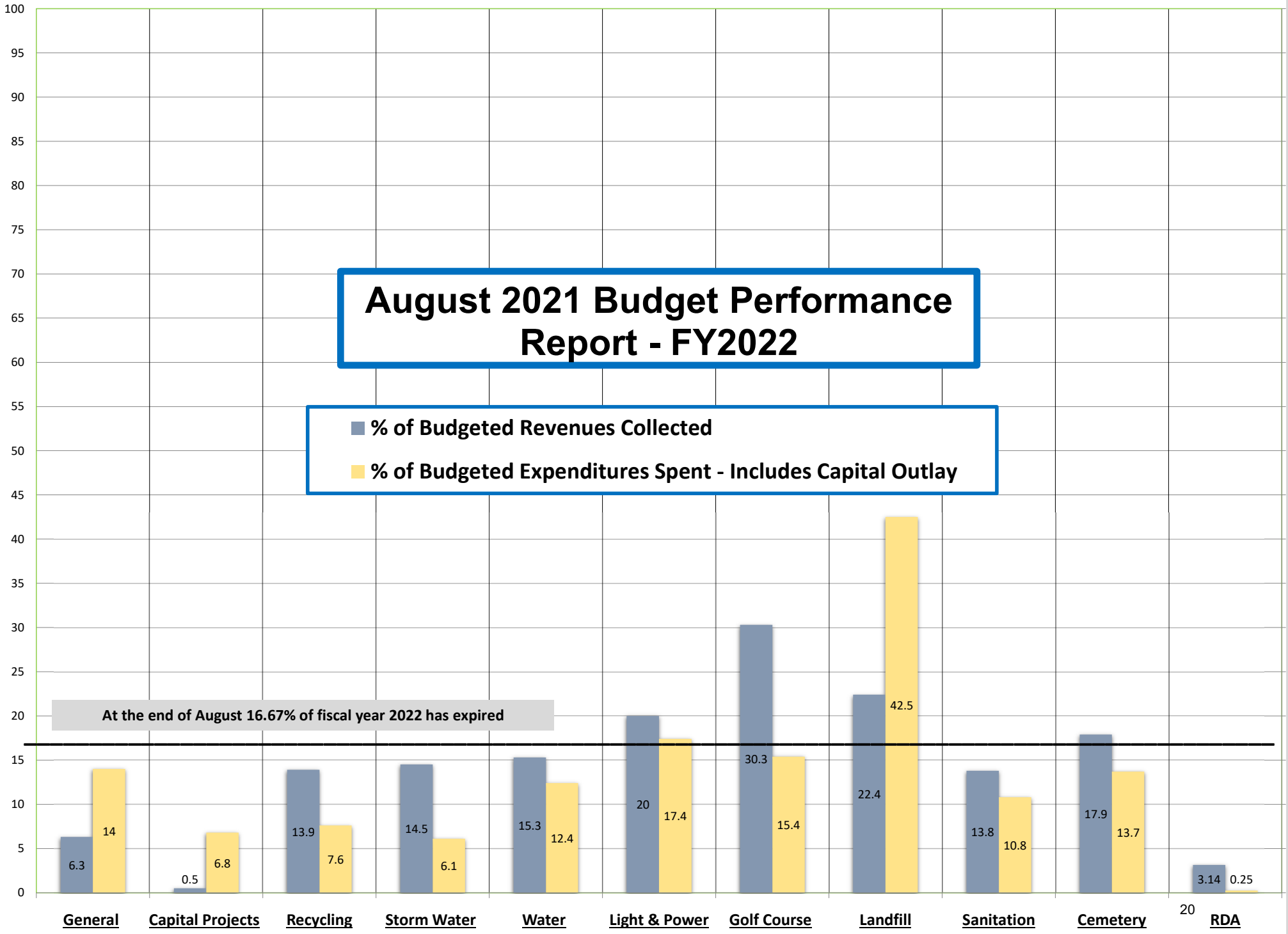
Attachments

- August 2021 Revenue & Expense Reports – Fiscal 2022 YTD

August 2021 Budget Performance Report - FY2022

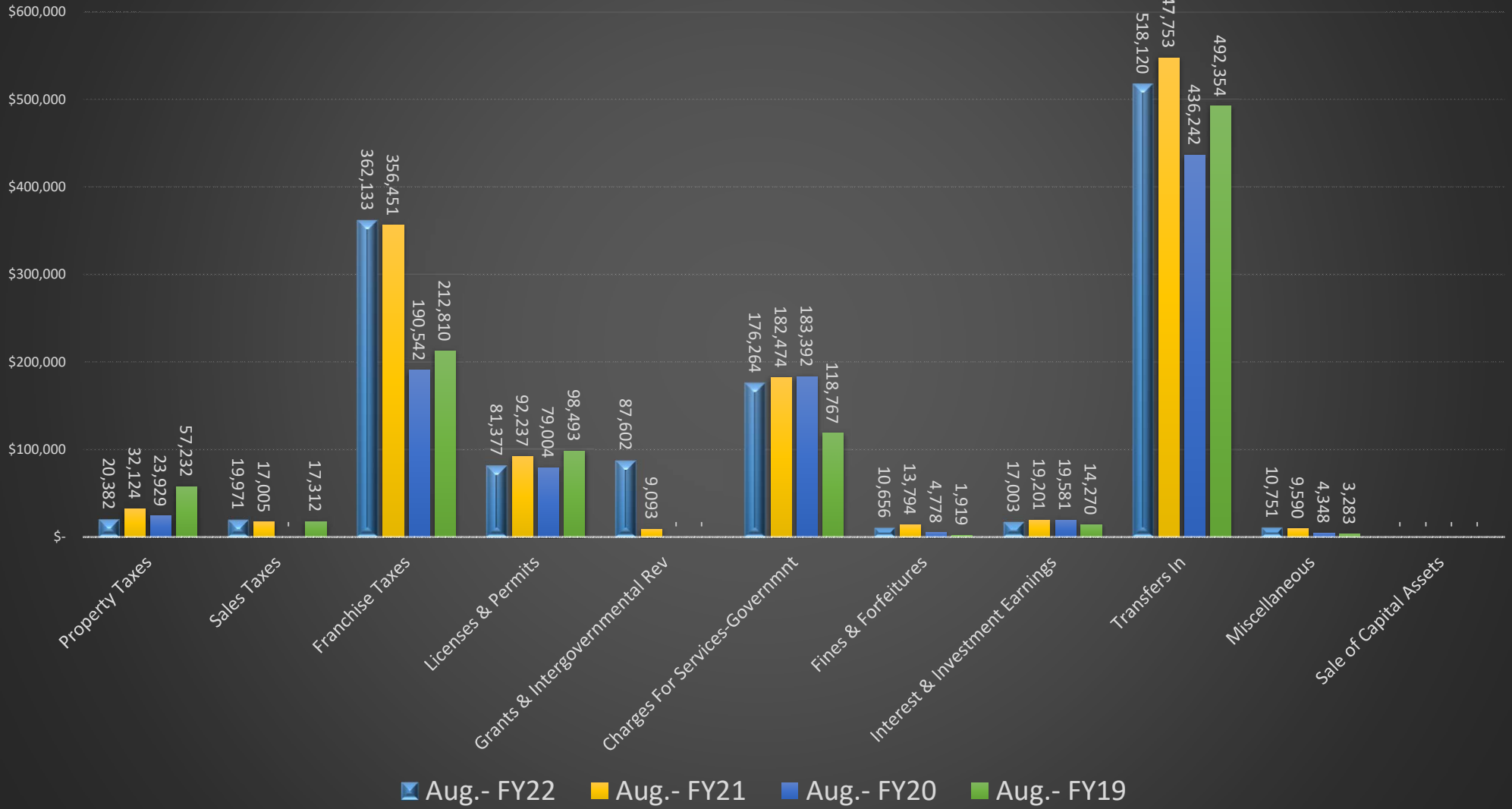
■ % of Budgeted Revenues Collected
■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of August 16.67% of fiscal year 2022 has expired

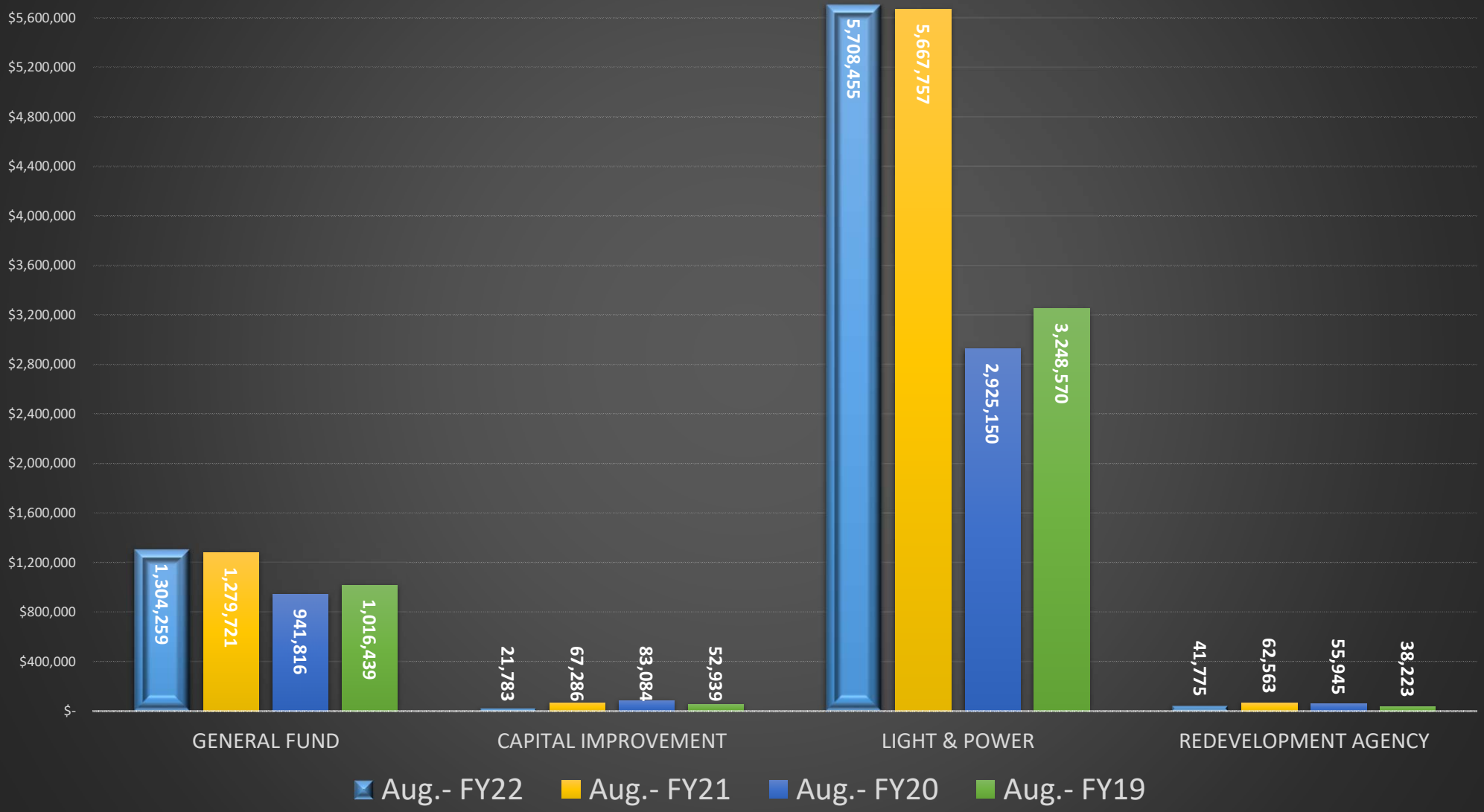


General Fund Detailed Revenues - August 2021

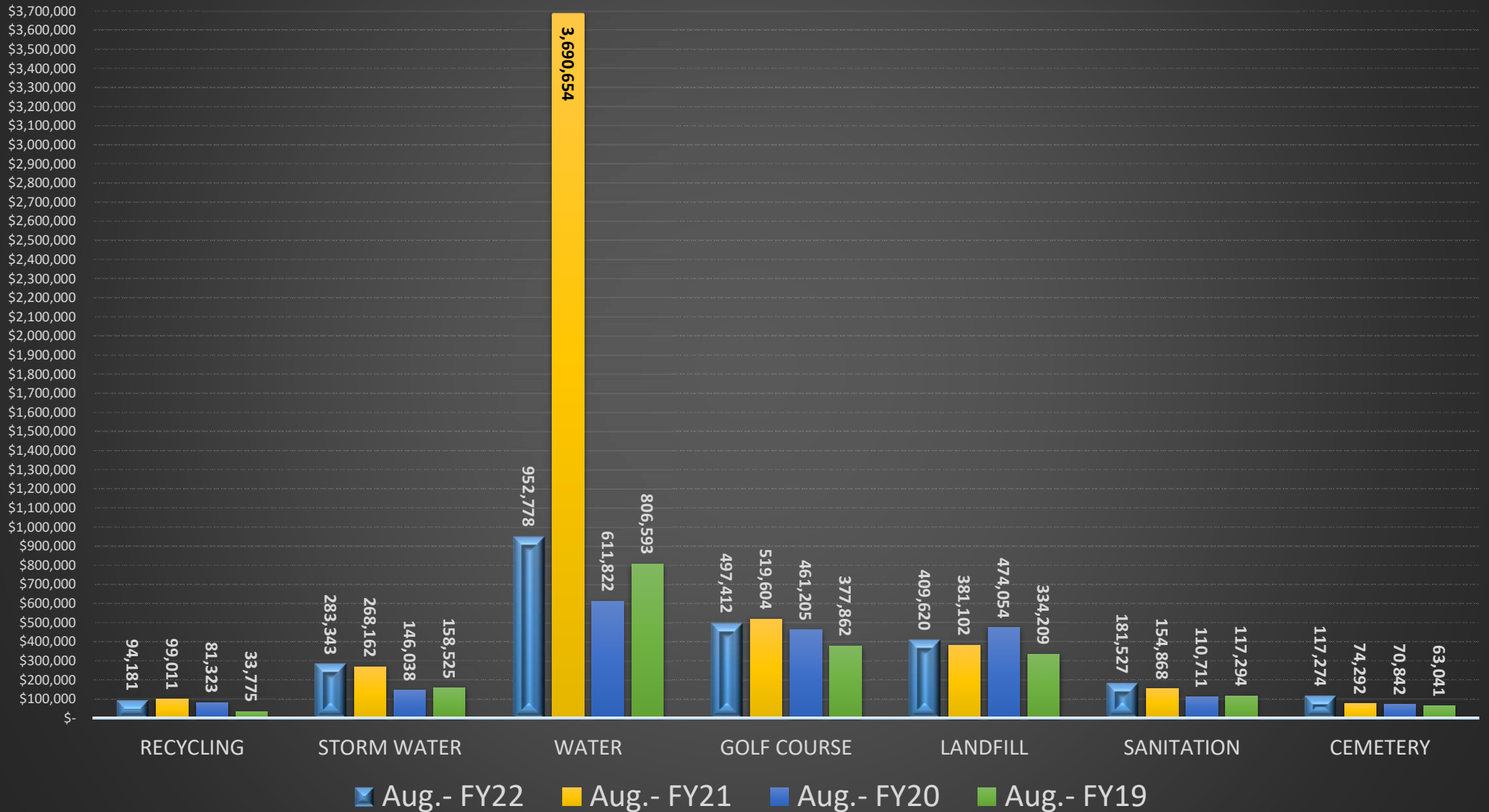
YTD Revenues (Fiscal Year 2022) Compared to the Revenues of the Same Timeframe of the Past Three Fiscal Years



August 2021 YTD Revenues (Fiscal 2022) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



August 2021 YTD Revenues (Fiscal 2022) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
AUGUST 2021 YTD REVENUES - FY2022

P 1
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FOR 2022 02

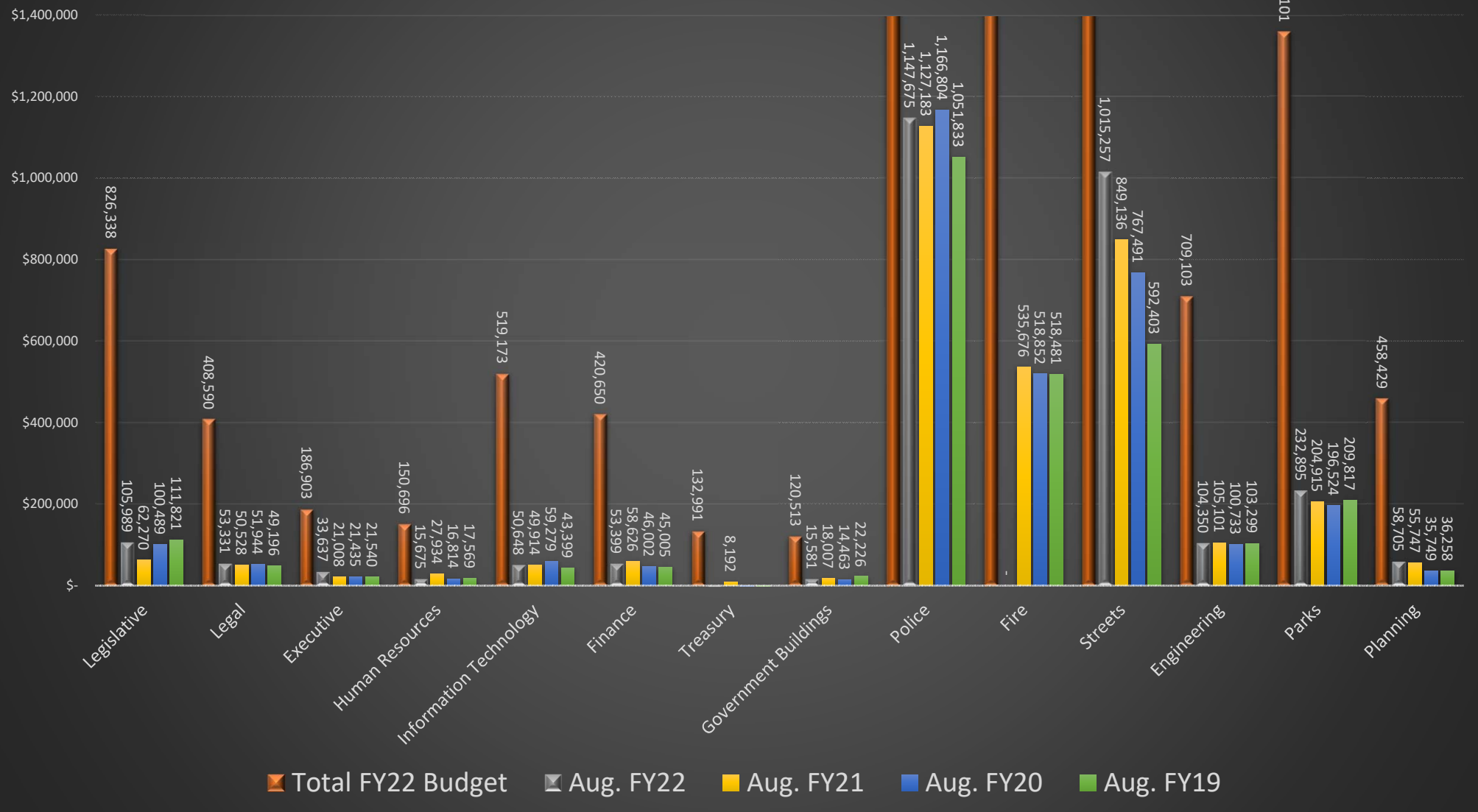
JOURNAL DETAIL 2021 1 TO 2021 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-20,604,915	-20,604,915	-1,304,259.34	-700,692.90	.00	-19,300,655.66	6.3%
30 DEBT SERVICE	-200	-200	-19.91	-11.84	.00	-180.09	10.0%
45 CAPITAL IMPROVEMENT	-4,249,534	-4,249,534	-21,783.20	-13,436.90	.00	-4,227,750.80	.5%
48 RECYCLING	-676,915	-676,915	-94,180.75	-48,702.79	.00	-582,734.25	13.9%
49 STORM WATER	-1,960,265	-1,960,265	-283,343.16	-162,885.21	.00	-1,676,921.84	14.5%
51 WATER	-6,238,000	-6,238,000	-952,778.46	-540,912.18	.00	-5,285,221.54	15.3%
53 LIGHT & POWER	-28,568,220	-28,568,220	-5,708,455.44	-3,027,361.89	.00	-22,859,764.56	20.0%
55 GOLF COURSE	-1,640,500	-1,640,500	-497,412.23	-269,200.63	.00	-1,143,087.77	30.3%
57 LANDFILL	-1,826,186	-1,826,186	-409,620.28	-209,087.57	.00	-1,416,565.72	22.4%
58 SANITATION	-1,315,806	-1,315,806	-181,526.87	-105,811.36	.00	-1,134,279.13	13.8%
59 CEMETERY	-654,000	-654,000	-117,273.60	-48,783.09	.00	-536,726.40	17.9%
61 COMPUTER MAINTENANCE	-70,514	-70,514	-27.12	-17.06	.00	-70,486.88	.0%
63 LIABILITY INSURANCE	-466,530	-466,530	-552,731.36	-911.87	.00	86,201.36	118.5%
64 WORKERS' COMP INSURANCE	-318,727	-318,727	-44,164.37	-23,727.45	.00	-274,562.63	13.9%
72 RDA REVOLVING LOAN FUND	-254,729	-254,729	-37,549.77	-23,768.45	.00	-217,179.23	14.7%
73 REDEVELOPMENT AGENCY	-1,074,717	-1,074,717	-4,224.96	-2,514.42	.00	-1,070,492.04	.4%
74 CEMETERY PERPETUAL CARE	-90,000	-90,000	-21,006.73	-7,794.75	.00	-68,993.27	23.3%
78 LANDFILL CLOSURE	-4,600	-4,600	-519.64	-247.84	.00	-4,080.36	11.3%
83 RAP TAX	-649,639	-649,639	-329.27	-226.63	.00	-649,309.73	.1%
92 OPEB TRUST	0	0	-266.31	-142.58	.00	266.31	100.0%
99 INVESTMENT	0	0	34,935.03	17,796.31	.00	-34,935.03	100.0%
GRAND TOTAL	-70,663,997	-70,663,997	-10,196,537.74	-5,168,441.10	.00	-60,467,459.26	14.4%

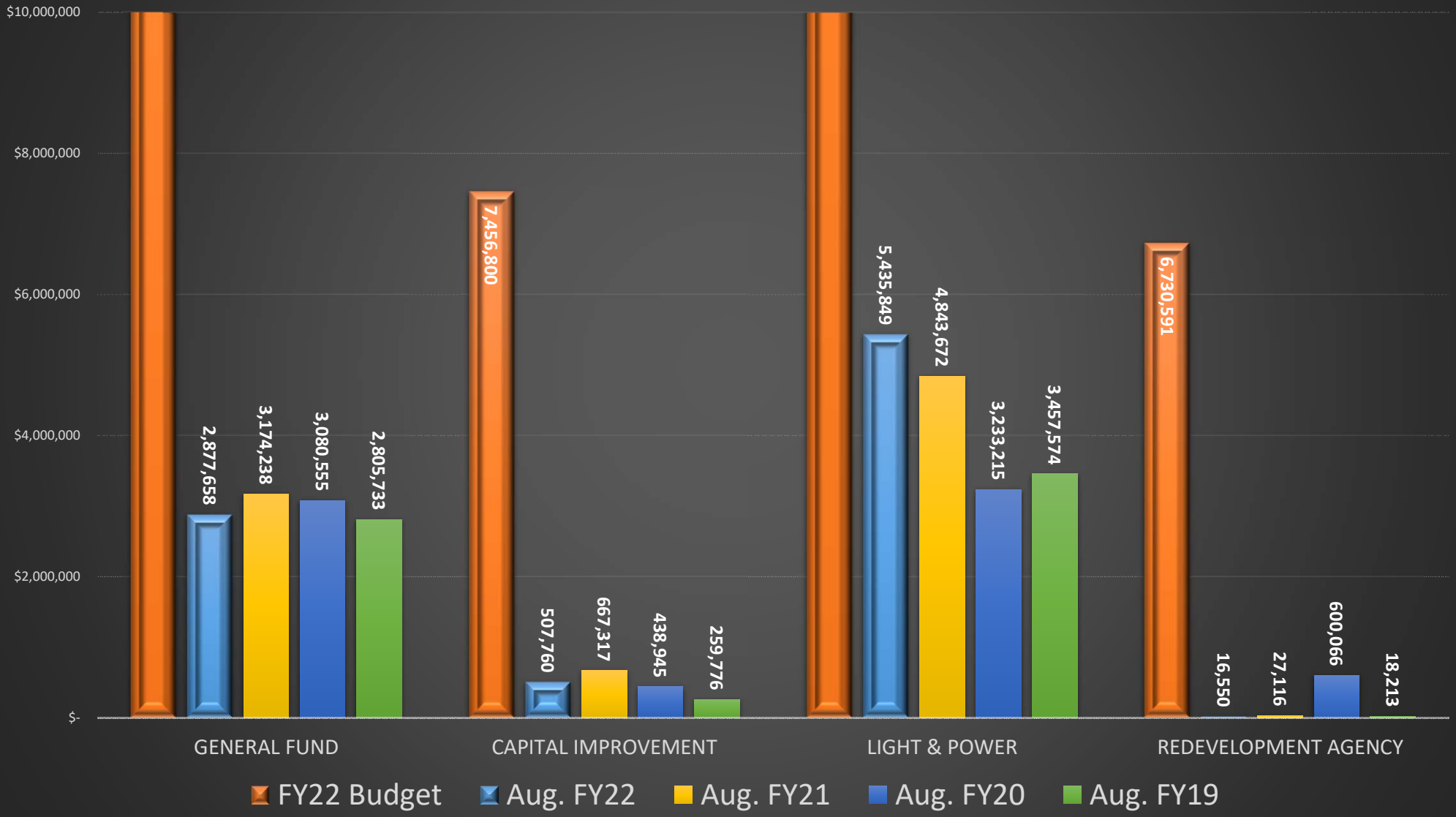
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Expenditures - August 2021

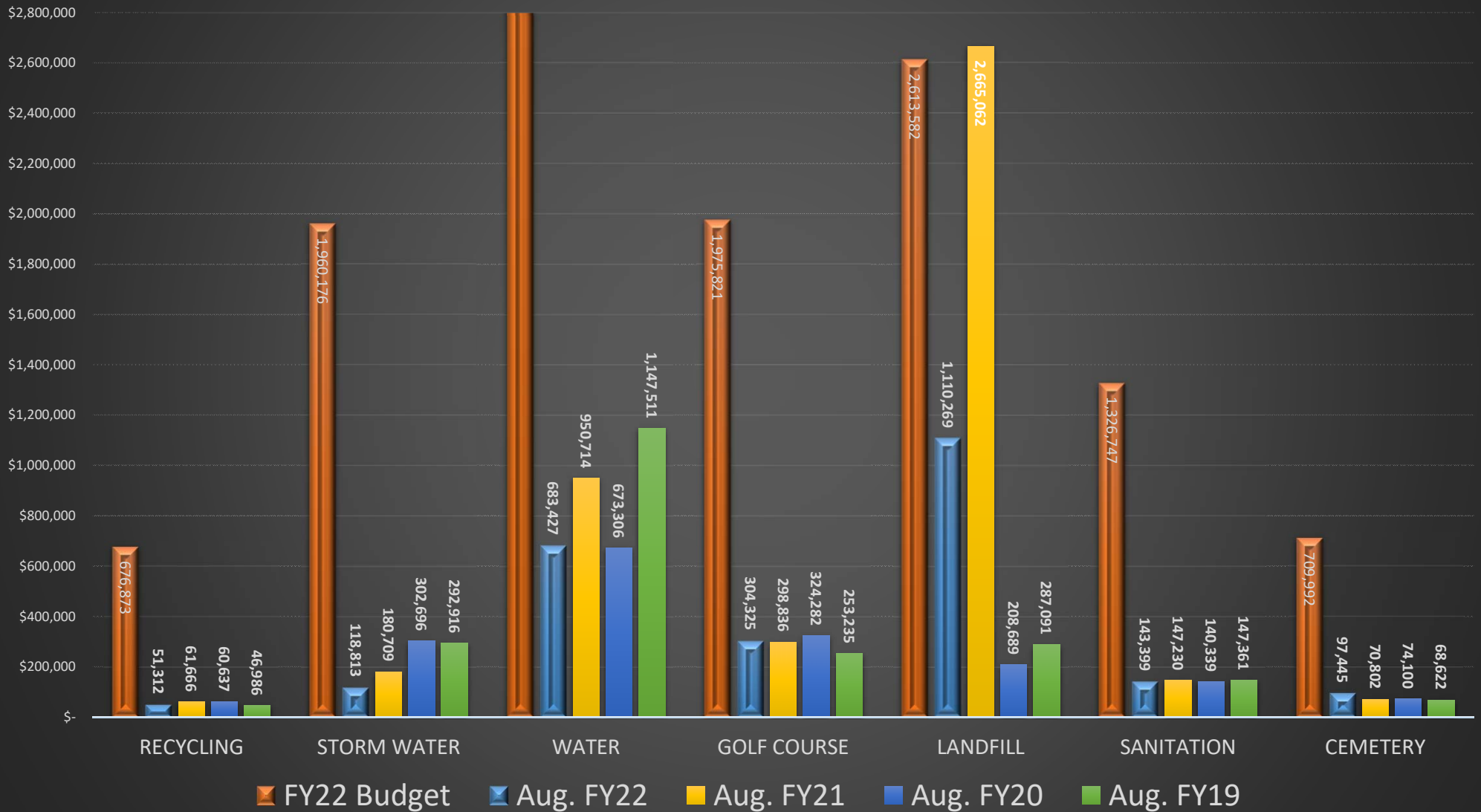
Fiscal 2022 YTD Expenditures Compared to the Fiscal 2022 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



August 2021 YTD (Fiscal 2022) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



August 2021 YTD (Fiscal 2022) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
AUGUST 2021 YTD EXPENSES - FY2022

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FOR 2022 02

JOURNAL DETAIL 2021 1 TO 2021 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative	826,338	826,338	105,988.86	39,939.05	.00	720,349.14	12.8%
4120 Legal	408,590	408,590	53,330.73	28,976.05	.00	355,259.27	13.1%
4130 Executive	186,903	186,903	33,636.95	23,015.40	.00	153,266.05	18.0%
4134 Human Resources	150,696	150,696	15,675.28	8,746.42	.00	135,020.72	10.4%
4136 Information Technology	519,173	519,173	50,647.91	27,672.13	.00	468,525.09	9.8%
4140 Finance	420,650	420,650	53,398.68	26,618.92	.00	367,251.32	12.7%
4143 Treasury	132,991	132,991	-9,481.80	-2,983.45	.00	142,472.80	-7.1%
4160 Government Buildings	120,513	120,513	15,580.67	9,174.47	.00	104,932.33	12.9%
4210 Police	6,359,907	6,359,907	847,568.06	433,847.69	.00	5,512,338.94	13.3%
4215 Reserve Officers	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards	151,049	151,049	500.74	463.14	.00	150,548.26	.3%
4217 PROS	380,697	380,697	77,317.74	45,624.78	.00	303,379.26	20.3%
4218 Liquor Control	36,359	36,359	1,666.66	833.33	.00	34,692.34	4.6%
4219 PSAP - E911	1,527,964	1,527,964	220,621.37	133,714.64	.00	1,307,342.63	14.4%
4220 Fire	2,375,000	2,375,000	.00	.00	.00	2,375,000.00	.0%
4410 Streets	4,472,459	4,472,459	1,015,257.10	830,594.23	.00	3,457,201.90	22.7%
4450 Engineering	709,103	709,103	104,349.83	60,211.48	.00	604,753.17	14.7%
4510 Parks	1,358,101	1,358,101	232,894.59	131,553.74	.00	1,125,206.41	17.1%
4610 Planning	458,429	458,429	58,704.75	24,320.83	.00	399,724.25	12.8%
TOTAL GENERAL FUND	20,604,922	20,604,922	2,877,658.12	1,822,322.85	.00	17,727,263.88	14.0%
30 DEBT SERVICE							
4710 Debt Sevice	25	25	2.58	1.26	.00	22.42	10.3%
TOTAL DEBT SERVICE	25	25	2.58	1.26	.00	22.42	10.3%
45 CAPITAL IMPROVEMENT							
4110 Legislative	3,272,800	3,272,800	19,476.60	19,476.60	.00	3,253,323.40	.6%
4140 Finance	0	0	2,811.67	1,434.48	.00	-2,811.67	100.0%
4210 Police	857,000	857,000	.00	.00	.00	857,000.00	.0%
4410 Streets	3,227,000	3,227,000	485,471.96	245,147.30	.00	2,741,528.04	15.0%
4510 Parks	100,000	100,000	.00	.00	.00	100,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	7,456,800	7,456,800	507,760.23	266,058.38	.00	6,949,039.77	6.8%

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City of Bountiful, UT
AUGUST 2021 YTD EXPENSES - FY2022

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FOR 2022 02		JOURNAL DETAIL 2021 1 TO 2021 6						
48	RECYCLING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>48 RECYCLING</u>								
4800	Recycling	676,873	676,873	51,311.79	44,645.68	.00	625,561.21	7.6%
	TOTAL RECYCLING	676,873	676,873	51,311.79	44,645.68	.00	625,561.21	7.6%
<u>49 STORM WATER</u>								
4900	Storm Water	1,960,176	1,960,176	118,812.56	61,141.39	.00	1,841,363.44	6.1%
	TOTAL STORM WATER	1,960,176	1,960,176	118,812.56	61,141.39	.00	1,841,363.44	6.1%
<u>51 WATER</u>								
5100	Water	5,499,942	5,499,942	683,426.69	328,056.36	.00	4,816,515.31	12.4%
	TOTAL WATER	5,499,942	5,499,942	683,426.69	328,056.36	.00	4,816,515.31	12.4%
<u>53 LIGHT & POWER</u>								
5300	Light & Power	31,169,320	31,169,320	5,435,848.85	2,401,966.51	.00	25,733,471.15	17.4%
	TOTAL LIGHT & POWER	31,169,320	31,169,320	5,435,848.85	2,401,966.51	.00	25,733,471.15	17.4%
<u>55 GOLF COURSE</u>								
5500	Golf Course	1,975,821	1,975,821	304,325.10	170,154.71	.00	1,671,495.90	15.4%
	TOTAL GOLF COURSE	1,975,821	1,975,821	304,325.10	170,154.71	.00	1,671,495.90	15.4%
<u>57 LANDFILL</u>								

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City of Bountiful, UT
AUGUST 2021 YTD EXPENSES - FY2022

P 3
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FOR 2022 02		JOURNAL DETAIL 2021 1 TO 2021 6						
57	LANDFILL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5700	Landfill	2,613,582	2,613,582	1,110,269.13	1,008,916.81	.00	1,503,312.87	42.5%
	TOTAL LANDFILL	2,613,582	2,613,582	1,110,269.13	1,008,916.81	.00	1,503,312.87	42.5%
<hr/> 58 SANITATION								
5800	Sanitation	1,326,747	1,326,747	143,398.65	76,644.74	.00	1,183,348.35	10.8%
	TOTAL SANITATION	1,326,747	1,326,747	143,398.65	76,644.74	.00	1,183,348.35	10.8%
<hr/> 59 CEMETERY								
5900	Cemetery	709,992	709,992	97,444.74	48,970.51	.00	612,547.26	13.7%
	TOTAL CEMETERY	709,992	709,992	97,444.74	48,970.51	.00	612,547.26	13.7%
<hr/> 61 COMPUTER MAINTENANCE								
6100	Computer Maintenance	87,902	87,902	54.72	52.82	.00	87,847.28	.1%
	TOTAL COMPUTER MAINTENANCE	87,902	87,902	54.72	52.82	.00	87,847.28	.1%
<hr/> 63 LIABILITY INSURANCE								
6300	Liability Insurance	652,957	652,957	569,744.80	12,600.09	.00	83,212.20	87.3%
	TOTAL LIABILITY INSURANCE	652,957	652,957	569,744.80	12,600.09	.00	83,212.20	87.3%
<hr/> 64 WORKERS' COMP INSURANCE								
6400	Workers' Comp Insurance	318,677	318,677	99,064.87	22,746.89	.00	219,612.13	31.1%
	TOTAL WORKERS' COMP INSURANCE	318,677	318,677	99,064.87	22,746.89	.00	219,612.13	31.1%
<hr/> 72 RDA REVOLVING LOAN FUND								

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City of Bountiful, UT
AUGUST 2021 YTD EXPENSES - FY2022

P 4
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FOR 2022 02		JOURNAL DETAIL 2021 1 TO 2021 6						
72	RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7200	RDA Revolving Loans	502,200	502,200	453.27	222.50	.00	501,746.73	.1%
	TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	453.27	222.50	.00	501,746.73	.1%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	6,228,391	6,228,391	16,096.88	8,056.24	.00	6,212,294.12	.3%
	TOTAL REDEVELOPMENT AGENCY	6,228,391	6,228,391	16,096.88	8,056.24	.00	6,212,294.12	.3%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	1,540	1,540	275.45	135.02	.00	1,264.55	17.9%
	TOTAL CEMETERY PERPETUAL CARE	1,540	1,540	275.45	135.02	.00	1,264.55	17.9%
<hr/>								
83	RAP TAX							
8300	RAP Tax	839,849	839,849	123,009.30	5,034.19	.00	716,839.70	14.6%
	TOTAL RAP TAX	839,849	839,849	123,009.30	5,034.19	.00	716,839.70	14.6%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	4,233.59	2,116.79	.00	-4,233.59	100.0%
	TOTAL OPEB TRUST	0	0	4,233.59	2,116.79	.00	-4,233.59	100.0%
GRAND TOTAL		82,625,716	82,625,716	12,143,191.32	6,279,843.74	.00	70,482,524.68	14.7%

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

City Council Staff Report

Subject: Proposed Land Use Code Text Amendment
Regarding Accessory Dwelling Units
Author: Francisco Astorga, AICP, Planning Director
Date: October 12, 2021



Background

In 2018 the City amended provisions regarding Accessory Dwelling Units (ADUs) which included the rental to unrelated occupants, and other amendments. In November of 2020, after analyzing the existing ADU Ordinance, the City amended the ADU Ordinance to clarify the definition of an ADU, added a parking requirement, and amended the total floor area requirement.

During the 2021 Utah Legislative Session, [House Bill \(HB\) 82 Single-Family Housing Modifications](#) passed, which modified single-family housing provisions which affected internal ADUs throughout the state including:

1. Makes internal ADUs permitted in all residential zones in a primary dwelling.
2. Changes definition of single-family limit strikes word "unrelated".
3. Adds new definition of Internal ADU to the state's Land Use Development and Management Act (LUDMA).
4. Prohibits regulation of internal ADU size.
5. Prohibits regulation of minimum lot frontage and lot size, except that it can prohibit on lots smaller than 6,000 square feet.
6. Allows several requirements to be imposed locally consisting of parking, exterior appearance, permit or business license, and owner occupancy restrictions.
7. Allows recording notice of an internal ADU on property.
8. Allows the prohibition for short-term rental of internal ADUs.
9. Establishes a separate process for internal ADU notice of violation and appeal.
10. Changes egress window requirement for bedroom for an internal ADU, allows requiring upgrade.
11. Makes State Construction Code changes for IADUs.
12. Prescribes that HOAs cannot prohibit IADUs.

This item was presented to the Planning Commission on October 5, 2021. After reviewing the staff report and holding a public hearing, the Planning Commission unanimously voted (5-0) to forward a positive recommendation to the City Council. There were no comments made at the public hearing.

Analysis

Currently the Bountiful City Land Use Code allows ADUs within the Single-Family Residential Zone consisting of subzones R-1, R-3, R-4, and R-F as a conditional use reviewed by the Administrative Committee. The newly adopted *LUDMA § 10-9a-530. Internal Accessory Dwelling Units* provides a new definition for internal ADU, and primary dwelling as shown on the following page:

10-9a-530. Internal accessory dwelling units.

(1) *As used in this section:*

(a) *"Internal accessory dwelling unit" means an accessory dwelling unit created:*

(i) *within a primary dwelling;*

(ii) *within the footprint of the primary dwelling described in Subsection (1)(a)(i) at the time the internal accessory dwelling unit is created; and*

(iii) *for the purpose of offering a long-term rental of 30 consecutive days or longer.*

(b) *"Primary dwelling" means a single-family dwelling that:*

(i) *is detached; and*

(ii) *is occupied as the primary residence of the owner of record.*

(2) *In any area zoned primarily for residential use:*

(a) *the use of an internal accessory dwelling unit is a permitted use; and*

(b) *except as provided in Subsections (3) and (4), a municipality may not establish any restrictions or requirements for the construction or use of one internal accessory dwelling unit within a primary dwelling, including a restriction or requirement governing:*

(i) *the size of the internal accessory dwelling unit in relation to the primary dwelling;*

(ii) *total lot size; or*

(iii) *street frontage.*

(3) *An internal accessory dwelling unit shall comply with all applicable building, health, and fire codes.*

[...]

HB 82 indicates that an internal ADU is a permitted use in any area zoned primarily for residential use within a primary dwelling if the single-family dwelling is detached and is occupied as the primary residence of the owner of record. Based on this new state mandate the following zones are affected as single-family dwellings, new and existing, are listed as allowed uses (permitted and conditional):

1. Single-Family Residential Zone (R-1, R-3, R-4, and R-F subzone)
 - *Single-family dwelling, existing* is listed as a permitted use (P).
 - *Single-family dwelling, new* is listed as a permitted use (P).

2. Residential Multiple Family Zone (RM-7, RM-13, RM-19, and RM-25 subzone)
 - *Single-family dwelling, existing* is listed as a permitted use (P).
 - *Single-family dwelling, new* is listed as a conditional use (C).

3. Downtown (DN) Mixed Use Zone
 - *Single-family dwelling* is listed as a permitted use (P).
 - *Single-family dwelling- property fronting on Main Street* is expressly prohibited (N).

Section 4 of 10-9a-530. Internal accessory dwellings (State Code) is shown on the left side below, while a staff explanation / status of each optional item is shown on the right side:

<i>(4) A municipality may:</i>	Explanation/Proposal
<i>a. prohibit the installation of a separate utility meter for an internal accessory dwelling unit;</i>	Already part of the ADU ordinance as of 2018. No change requested.
<i>b. require that an internal accessory dwelling unit be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling;</i>	Already part of the ADU ordinance as of 2018. No change requested.
<i>c. require a primary dwelling:</i> <i>I. to include one additional on-site parking space for an internal accessory dwelling unit, regardless of whether the primary dwelling is existing or new construction; and</i> <i>II. to replace any parking spaces contained within a garage or carport if an internal accessory dwelling unit is created within the garage or carport;</i>	Already part of the ADU ordinance as of 2020. No change requested.
<i>d. prohibit the creation of an internal accessory dwelling unit within a mobile home as defined in Section 57-16-3;</i>	Regulation is not necessary. Mobile homes are not allowed in any zone throughout the City. Any use not listed therein (permitted, conditional, and prohibited uses table) is expressly prohibited.
<i>e. require the owner of a primary dwelling to obtain a permit or license for renting an internal accessory dwelling unit;</i>	Currently a Conditional Use Permit (CUP) is required. Based on the state mandate, this would be a permit for internal ADUs. Detached ADUs would continue with the CUP with the Administrative Committee.

<p><i>f. prohibit the creation of an internal accessory dwelling unit within a zoning district covering an area that is equivalent to:</i></p> <p><i>I. 25% or less of the total area in the municipality that is zoned primarily for residential use; or</i></p> <p><i>II. 67% or less of the total area in the municipality that is zoned primarily for residential use, if the main campus of a state or private university with a student population of 10,000 or more is located within the municipality;</i></p>	<p>Currently not recommending exercise this option of removing 25% or less.</p>
<p><i>g. prohibit the creation of an internal accessory dwelling unit if the primary dwelling is served by a failing septic tank;</i></p>	<p>Septic tanks are currently not allowed. No change requested.</p>
<p><i>h. prohibit the creation of an internal accessory dwelling unit if the lot containing the primary dwelling is 6,000 square feet or less in size;</i></p>	<p>The current code regulates the minimum lot area of detached ADUs, not internal ADUs. No change requested.</p>
<p><i>i. prohibit the rental or offering the rental of an internal accessory dwelling unit for a period of less than 30 consecutive days;</i></p>	<p>The current code does not make any distinction between short- and long-term rentals. Prohibition recommended on the proposed ordinance.</p>
<p><i>j. prohibit the rental of an internal accessory dwelling unit if the internal accessory dwelling unit is located in a dwelling that is not occupied as the owner's primary residence;</i></p>	<p>Already part of the ADU ordinance as of 2018. No change requested.</p>
<p><i>k. hold a lien against a property that contains an internal accessory dwelling unit in accordance with Subsection (5); and</i></p>	<p>Lien language recommended on the proposed ordinance.</p>
<p><i>l. record a notice for an internal accessory dwelling unit in accordance with Subsection (6).</i></p>	<p>Already part of the ADU ordinance as of 2018. No change requested.</p>

The proposed ordinance, attachment 1, complies with the provisions listed on HB 82.

Department Review

This staff report was written by the Planning Director and has been reviewed by the City Attorney.

Significant Impacts

Staff does not identify any impacts with the proposed Land Use Code text amendments.

Recommendation

Staff recommends that the City Council review the proposed Land Use Code text amendment, hold a public hearing, and approve the proposed Ordinance based on the drafted findings, as recommended by staff and the Planning Commission.

Attachments

1. Proposed Ordinance and text Amendment (Exhibit A)
2. [HB 82 \(weblink only\)](#)



BOUNTIFUL

Bountiful City Draft Ordinance No. 2021-10

MAYOR
Randy C. Lewis

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

CITY MANAGER
Gary R. Hill

An Ordinance Amending Section 14-2-111, 14-3-102, 14-4-103, 14-5-102, 14-7-103, and 14-14-124 of the Land Use Code of Bountiful City related to Accessory Dwelling Units.

It is the finding of the Bountiful City Council that:

1. The Utah Legislature enacted the 5th Substitute of *House Bill 82 Single-Family Modifications* which modified provisions related to single-family housing, and the Governor signed the bill on March 16, 2021.
2. The City Council of Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
3. The City Planning Department requests certain Land Use Code Text Amendments relating to accessory dwelling units be considered; and
4. After review and a public hearing on October 5, 2021, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
5. The City Council of Bountiful City held a public hearing on this Ordinance on October 12, 2021, and considered the statements made from the public as well as the recommendations from the Planning Commission and the Staff.
6. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
7. The City Council of Bountiful City reviewed the proposed ordinance and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.

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

SECTION 1. Sections 14-2-111, 14-3-102, 14-4-103, 14-5-102, 14-7-103, and 14-14-124 of the Land Use Code of Bountiful City, Title 14 of the Bountiful City Code, related to Accessory Dwelling Units are hereby amended as shown on Exhibit A.

SECTION 2. This ordinance shall take effect immediately passing.

Adopted by the City Council of Bountiful, Utah, this 12thth day of October 2021.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

1 **Section 1. Section 14-2-111 is amended to read:**

2

3 **14-2-111 APPROVAL/REVIEW BODIES**

4

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Conditional Use Permit	Home Occupation Licenses & Commercial Business Operation	No	Final	No	No
	<u>Detached</u> Accessory Dwelling Units	No	Final	No	No
	All Others	No	No	Final	No
<u>Internal Accessory Dwelling Units</u>	All	Final	No	No	No
Subdivision	All	No	No	Recommend	Final
Re-Zone	All	No	No	Recommend	Final
Land Use Code Text Amendment	All	No	No	Recommend	Final
Combine Lots/Lot Line Adjustment	All	No	Final	No	No
Land Use Code/Map Interpretation	All	Planning Director	No	No	No
General Plan	All	No	No	Recommend	Final
Site Plan	Residential SFD	Final	No	Appeal	No
	Res SFD 200+ feet from street	No	Final	No	No
	All other Residential	No	No	Recommend	Final
	Res. SFD Accessory Structure	Final	No	No	No
	All other Res. Accessory Structure	Final	No	No	No
	Non-Residential	No	No	Recommend	Final
	Non-Residential Accessory Structure	Final	No	No	No
	All Non-SFD Residential Amend	No	No	Recommend	Final
	All Non-Residential Amend	No	No	Recommend	Final
Alteration and Modification of Non-Complying Site or Structure	Residential SFD	As Designated	All Others	No	No
	All Others	No	As Designated	All Others	No
Alteration and Modification of Non-Conforming Use	All	No	As Designated	All Others	No

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6
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14-2-111 APPROVAL/REVIEW BODIES (CONTINUED)

Item	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	CC
Easement Release	All	No	No	No	Final
Variance	Slopes > 30%	No	Final	No	No
	Cuts and Fills (includes retaining walls) > 10 feet	No	Final	No	No
	Setbacks	No	No	Final	No
	All others	No	No	Final	No
Drive Approach	Residential SFD	Final	No	No	No
	All Non-SFD (without site plan review)	Final	No	No	No
	All Non-SFD (with site plan review)	No	No	Recommend	Final
Interior Remodel	All	Final	No	No	No
Retaining Wall	All	Final	No	No	No
Signs	Commercial Pole/Monument – New Developments	No	No	Recommend	Final
	All Others	Final	No	No	No
Utility Connections	All	Final	No	No	No
Vacate/Abandon Public Property	All	No	No	Recommend	Final
Improve Public Property	All	No	No	Recommend	Final
ADA and FFHA Accommodations	All	Planning Director	No	No	No

Staff = The Planning, Engineering, and/or Building Department employees as assigned.

AC = Administrative Committee; As currently composed.

PC = Planning Commission; As currently composed.

CC = City Council; As currently composed.

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Section 2. Section 14-3-102 is amended to read:

14-3-102 DEFINITIONS

1. **ABANDONED VEHICLE:** Any motor vehicle left on public property or private property in such an inoperative, dismantled, wrecked, or neglected condition that the owner’s intention to relinquish all further rights or interests in it may be reasonably concluded. A reasonable conclusion that any motor vehicle is “abandoned” includes, but is not limited to, consideration of the amount of time the motor vehicle has been resting in the same place; the state of the motor vehicle’s mechanical condition; the state of the motor vehicle’s registration and

20 licensing; information provided by the owner of the motor vehicle; and,
21 information provided by surrounding property owners.

- 22
- 23 2. ABANDONED SIGN: A sign, sign frame, sign pole, or any part of a sign
24 structure which remains on a property which has been vacant or which remains
25 unused for a period of time in excess of 45 days, or which carries no message.
26
- 27 3. ACCESSORY USE or STRUCTURE: A use or structure that:
28
- 29 a. is clearly incidental to and customarily found in connection with a principal
30 building or use;
 - 31
 - 32 b. is subordinate to and serves a principal building or use;
 - 33
 - 34 c. is subordinate in area, extent, or purpose to the principal building or
35 principal use served;
 - 36
 - 37 d. contributes to the comfort, convenience, or necessity of occupants,
38 business, or industry in the principal building or principal use served; and
39
 - 40 e. is located on the same lot as the principal building or principal use served.
41
- 42 4. ACCESSORY DWELLING UNIT (~~see also "ACCESSORY IN-LAW~~
43 ~~APARTMENT"~~): A self-contained dwelling unit within an owner-occupied single-
44 family residence or in a detached accessory structure located on an owner-
45 occupied property. See Section 14-14-124.
46
- 47 5. ADULT DAYCARE FACILITY: Any building or structure furnishing care,
48 supervision, and guidance for three (3) or more adults unaccompanied by
49 guardians for periods of less than twenty-four (24) hours per day.
50
- 51 6. [...]

52
53 **Section 3. Section 14-4-103 is amended to read:**

54
55 **14-4-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES**

56
57 Subject to the provisions and restrictions of this Title, the following principal uses and
58 structures, and no others, are allowed either as a permitted use (P) or by Conditional
59 Use Permit (C) in the Residential zone. Some uses may be expressly prohibited (N) in
60 this zone. Any use not listed herein is also expressly prohibited.
61

62 **Table 14-4-103**

<u>Use</u>	<u>R-3, R-4 & R-F</u>	<u>R-1</u>
Accessory Dwelling Unit, <u>detached</u> , as set forth in the Supplementary Development Standards chapter of this Title	C	C
<u>Accessory Dwelling Unit, internal, as set forth in the Supplementary Development Standards chapter of this Title</u>	<u>P</u>	<u>P</u>
Chickens and related structures as set forth in this Title	P	P
Churches, Synagogues, and Temples	P	P
Coops, barns, stalls, pens, and any other animal housing as set forth in this Title	N	P
Denominational and Private School	C	C
Domesticated Farm Animals, as set forth in this Chapter	N	P
Home Occupation, Temporary, and Seasonal Uses as set forth in this Title	P/C	P/C
Household Pets as set forth in this Title	P	P
Library	C	C
Multi-Family Residential Dwelling	N	N
Municipal Facility	P	P
Preschool, Group Instruction, or Daycare with eight (8) or less children, including those residing in the home	P	P
Preschool, Group Instruction, or Daycare with nine (9) to twelve (12) children, as set forth in this Title and State Licensing Requirements	C	C
Private Recreational Facility	C	C
Public or Private Cemetery	C	C
Public or Private Utility Facility	C	C
Public Recreational Facility	P	P
Public Schools	P	P
Residence for Persons with Disability as set forth in 10-9a-504 of the Utah Code	P	P
Residential Accessory Structure	P/C	P/C
Residential Facility for Elderly Persons as set forth in 10-9a-519 of the Utah Code	P	P
Schools for the Disabled	C	C
Single or Two-Family Dwelling – Existing	P	P
Single-Family Dwelling – New	P	P
Telecommunication Facility not on City Property	C	C
Telecommunication Facility on City property	P	P
Two Family Dwelling – New	N	N
Utility Lines and Rights-of-Way	P	P

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68

Section 4. Section 14-5-102 is amended to read:

14-5-102 PERMITTED, CONDITIONAL, AND PROHIBITED USES

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

73
74

Table 14-5-102a

<u>Use</u>	<u>(RM) Zone</u>
Accessory Dwelling Unit, <u>detached</u> , as set forth in the Supplementary Development Standards chapter of this Title	<u>NC</u>
<u>Accessory Dwelling Unit, internal, as set forth in the Supplementary Development Standards chapter of this Title</u>	<u>P</u>
Assisted Living Center (Less than two acres in size)	N
Assisted Living Center (Two acres or more in size)	C
Churches, Synagogues, and Temples	P
Denominational and Private School	C
Home Occupation, Temporary, and Seasonal Uses as set forth in this Title	P/C
Household Pets as set forth in this Title	P
Independent Living Center (Two acres or more in size)	C
Library	C
Multi-Family Residential Dwelling	P
Municipal Facility	P
Preschool, Group Instruction, or Daycare with eight (8) or less children, including those residing in the home	P
Preschool, Group Instruction, or Daycare with nine (9) to twelve (12) children, as set forth in this Title and State Licensing Requirements	C
Private Recreational Facility	C
Public or Private Cemetery	C
Public or Private Utility Facility	C
Public Recreational Facility	P
Public Schools	P
Residence for Persons with Disability as set forth in 10-9a-504 of the Utah Code	P
Residential Accessory Structure	P
Residential Facility for Elderly Persons as set forth in 10-9a-519 of the Utah Code	P
Schools for the Disabled	C
Single Family Dwelling – Existing	P
Single Family Dwelling – New	C
Telecommunication Facility not on City Property	C
Telecommunication Facility on City property	P
Two Family Dwelling	P
Utility Lines and Rights-of-Way	P

75
 76 **Section 5. Section 14-7-103 is amended to read:**

77
 78 **14-7-103 PERMITTED, CONDITIONAL, AND PROHIBITED USES**

79
 80 The following principal uses and structures, and no others, are allowed either as a
 81 permitted use (P) or by Conditional Use Permit (C) in the Downtown zone. Some uses
 82 may be expressly prohibited (N) in this zone. Any use not listed herein is also expressly
 83 prohibited. Properties fronting on 100 West or 100 East shall be limited to the residential
 84 uses allowed in the (DN) zone.

85 **Table 14-7-103**

Use	DN
<u>Accessory Dwelling Unit, detached, as set forth in the Supplementary Development Standards chapter of this Title</u>	<u>C</u>
<u>Accessory Dwelling Unit, internal, as set forth in the Supplementary Development Standards chapter of this Title</u>	<u>P</u>
Assisted Living Center	C
Bail Bonds	N
Banks, Credit Unions	P
Bar, Tavern, Drinking Establishment	N
Bottling, Canning, Food Production	C
Building/Construction Materials and Supplies w/ outside storage	N
Building/Construction Materials and Supplies w/o outside storage	C
Check Cashing, Title Loans	N
Construction Services w/ outside storage	N
Construction Services w/o outside storage	C
Convenience Stores	C
Dry Cleaner, Laundry Service	P
Fast Food Restaurant w/ drive-thru window	N
Fast Food Restaurant w/ pick-up	C
Fast Food Restaurant w/o drive-thru	P
Feed Lots, Animal Rendering, Animal Raising	N
Fire Arm/Shooting Range – Indoor	N
Fire Arm/Shooting Range – Outdoor	N
Food Preparation, Bakery	C
Funeral Parlor, Cemeteries, and Crematory Services	C
Gasoline Sales	N
General retail w/ outside storage	N
General retail w/o outside storage	P
Grocery Store	P

<u>Use</u>	<u>DN</u>
Hotels (Interior rooms)	P
Industrial Manufacturing	N
Kennels, Animal Boarding	N
Laundromat (Self-operated)	P
Mail Order/Online Distribution office w/ onsite storage	C
Medical/Dental Laboratory	N
Medical/Dental Office	P
Millwork, Cabinetry	P
Motels (Drive-up/exterior rooms)	N
Motorized Recreation	N
Multi-Family Residential – Stand alone, with frontage on Main Street	N
Multi-Family Residential – Stand alone without frontage on Main Street	C
Multi-Family Residential w/ Commercial Use on ground floor (Mixed-Use)	C
Municipal Facility	P
Non-motorized Recreation, Pool, Gymnasium – Public or Private	P
Pawnshop, Secondhand Merchandise	N
Personal Services	P
Private Schools	C
Professional Services	P
Public/Private Assembly	C
Restaurant	P
Security Services	C
Self-Storage Units or Warehouse w/o Office	N
Sexually Oriented Business, Escort Service	N
Single Family Dwelling;	P
Single Family Dwelling- property fronting on Main Street	N
Two Family Dwelling – New	C
Small engine/appliance repair	C
Tailor, Seamstress, Shoe repair	P
Tattoo Parlor	N
Tutoring, Dance, Preschool, Daycare	P
Vehicle Part Sales	N
Vehicle Repair	N
Vehicle Sales	N
Vehicle Salvage/Wrecking	N
Vehicle Service and Wash	N
Vehicle Storage – Indoor	C
Warehouse w/ office	N
Welding, Autobody, Machine Shop, Fiberglass, Painting	N

87
88 Accessory uses and structures shall be permitted in the Downtown Zone provided that
89 they are incidental to and do not substantially alter the character of the permitted
90 principal use of a main structure. Such permitted accessory uses and structures include,
91 but are not limited to, the following:

- 92
93 A. Accessory structures such as garages, carports, equipment storage buildings
94 and supply storage buildings which are customarily used in conjunction with and
95 incidental to a principal use or structure permitted in the (DN) Zone.
96
97 B. Storage of materials used for the construction of a building, including a
98 contractor's temporary office, provided that such use be located on the building
99 site or immediately adjacent thereto, and provided further that such use shall be
100 permitted only during the construction period and thirty (30) days thereafter.

101
102 **Section 6. Section 14-14-124 is amended to read:**

103
104 **14-14-124 ACCESSORY DWELLING UNIT**

- 105
106 A. Purpose: The City recognizes that accessory dwelling units in single-family
107 residential zones can be an important tool in the overall housing plan for the City.
108 The purposes of the accessory dwelling unit standards of this Code are to:
109
110 1. Allow opportunities for property owners to provide social or personal
111 support for family members where independent living is desirable.
112
113 2. Provide for affordable housing opportunities.
114
115 3. Make housing units available to moderate income people who might
116 otherwise have difficulty finding homes within the City.
117
118 4. Provide opportunities for additional income to offset rising housing costs.
119
120 5. Develop housing units in single-family neighborhoods that are appropriate
121 for people at a variety of stages in the life cycle.
122
123 6. Preserve the character of single-family neighborhoods by providing
124 standards governing development of accessory dwelling units.

125
126 B. Detached Accessory Dwelling Units.

127
128 1. A detached accessory structure located on an owner-occupied property.

129
130 7.2. An ~~detached~~ accessory dwelling unit ~~is shall only be approved as~~ a
131 conditional use, reviewed and ~~considered for approval~~ ~~approved~~ by the
132 Bountiful City Administrative Committee.

133
134 B.C. An detached accessory dwelling unit shall not be approved, and shall be deemed
135 unlawful, unless it meets all the following criteria:
136

- 137 1. ~~An accessory dwelling unit s~~ Shall be a conditionally permitted use only
138 within the a single-family residential Single-Family Residential subzone,
139 Residential Multiple (RM) Family Zone, and the Downtown (DN) Mixed
140 Use Zone; and shall not be permitted in any other zone.
141
- 142 2. It is unlawful to allow, construct, or reside in an accessory dwelling unit
143 within a duplex or multi-family residential building or property.
144
- 145 3. It is unlawful to reside in, or allow to reside in, an accessory dwelling unit
146 that has not received a conditional use permit or without written
147 authorization from the Bountiful City Planning Department.
148
- 149 4. A maximum of one (1) accessory dwelling unit shall be permitted on a
150 qualifying lot as a conditional use on a lot or parcel in a single-family
151 residential subzone.
152
- 153 5. It is unlawful to construct, locate, or otherwise situate an accessory
154 dwelling unit on a lot or parcel of land that does not contain a habitable
155 single-family dwelling.
156
- 157 6. A deed restriction limiting the use of a property to a single-family dwelling,
158 prepared by the Bountiful City Planning ~~Director~~Director, and signed by all
159 owners of the property on which an accessory dwelling unit is located,
160 shall be recorded with the Davis County Recorder's Office prior to
161 occupancy of the accessory dwelling unit. If a building permit is required,
162 then said deed restriction shall be recorded prior to issuance of the
163 building permit.
164
- 165 7. The property owner must occupy either the principal unit or the accessory
166 dwelling unit as their permanent residence and at no time receive rent for
167 the owner-occupied unit. An application for an accessory dwelling unit
168 shall include proof of owner occupancy as evidenced by voter registration,
169 vehicle registration, driver's license, county assessor records or other
170 similar means required by the Planning Department.
171
- 172 8. Separate utility meters shall not be permitted for the accessory dwelling
173 unit.
174
- 175 ~~9. Any property and any structure that contains an approved accessory~~
176 ~~dwelling unit shall be designed and maintained in such a manner that the~~
177 ~~property maintains the appearance of a single-family dwelling. Except as~~
178 ~~provided below, a separate entrance to the accessory dwelling unit shall~~

179 ~~not be allowed on the front or corner lot side yard. A separate entrance~~
180 ~~shall be located to the side or rear of the principal residence.~~

181
182 ~~a. An accessory dwelling unit in a basement may share a common~~
183 ~~entrance with the principal unit, provided each unit has a separate~~
184 ~~interior door.~~

185
186 40-9. It is unlawful to construct an accessory dwelling unit, or to modify a
187 structure to include an accessory dwelling unit, without a building permit, if
188 applicable.

189
190 44-10. Adequate off-street parking shall be provided for both the primary
191 residential use and the accessory dwelling unit, and any driveway and
192 parking area shall be in compliance with this Title. In addition to the
193 parking required for the principal unit at the time of construction, one (1)
194 off-street parking space shall be provided for an accessory dwelling unit.
195 Any additional occupant vehicles shall be parked off-street in City Code
196 compliant parking areas. On-street parking may be utilized in compliance
197 with the current parking limitations outlined in the Bountiful Traffic Code
198 regarding on-street parking.

199
200 ~~C. In addition to the general accessory dwelling unit requirements, an attached~~
201 ~~accessory dwelling unit shall be deemed unlawful and shall not be occupied~~
202 ~~unless all the following criteria are met:~~

203 ~~D.~~

204 4-11. Shall be at least three hundred fifty (350) square feetsq. ft. in size and
205 shall not exceed one thousand two hundred fifty (1,250) square feetsq. ft.;
206 ~~however, accessory dwelling units located in a basement may occupy the~~
207 ~~entire basement of the principal unit.~~

208
209 ~~2. Shall have its own dedicated separate entrance from the principal unit in~~
210 ~~compliance with section 14-14-124(C)(9) and shall not have the~~
211 ~~appearance of a two-family dwelling (duplex). The separate entrance shall~~
212 ~~have a walkway in compliance with applicable building codes.~~

213
214 ~~E. A detached accessory dwelling unit shall meet all the above criteria, plus~~
215 ~~the following:~~

216 ~~F.~~

217 4-12. Shall not be located on a lot with less than eight thousand (8,000) square
218 feet buildable land.

219
220 2-13. Shall be configured so that any exterior doors, stairs, windows, or similar
221 features are located as far away from adjoining properties as is
222 reasonably possible to provide privacy to those properties.

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224 3-14. Shall meet all the setbacks required of an accessory structure.

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4.15. Shall be located behind the front building line of the principal unit.

16. The separate entrance of the accessory dwelling unit may be visible from the front or corner lot side yard based on proximity and appropriate mitigation proposed by the applicant, and approved by the Administrative Committee.

D. Internal Accessory Dwelling Units.

1. An internal accessory dwelling unit is an accessory unit created:

a. within a primary dwelling;

b. within the footprint of the primary dwelling at the time the internal accessory dwelling is created; and

c. For the purpose of offering a long-term rental of 30 consecutive days or longer.

2. An internal accessory dwelling unit is a permitted use within a primary dwelling, reviewed and considered for approval by Bountiful City Staff. A primary dwelling is a single-family dwelling that is detached and is occupied as the primary residence of the owner or record.

E. An internal accessory dwelling unit shall not be approved, and shall be deemed unlawful, unless it meets all the following criteria:

1. Shall be permitted only within the Single-Family Residential Zone, the Residential Multiple (RM) Family Zone, and the Downtown (DN) Mixed Use Zone; and shall not be permitted in any other zone.

2. It is unlawful to allow, construct, or reside in an accessory dwelling unit within a duplex or multi-family residential building or property.

3. It is unlawful to reside in, or allow to reside in, an accessory dwelling unit that has not received a permit or without written authorization from the Bountiful City Planning Department.

4. A maximum of one (1) accessory dwelling unit shall be permitted per lot.

5. A deed restriction limiting the use of a property to a single-family dwelling, prepared by the Bountiful City Planning Director, and signed by all owners of the property on which an accessory dwelling unit is located, shall be recorded with the Davis County Recorder's Office prior to occupancy of the accessory dwelling unit. If a building permit is required, then said

271 deed restriction shall be recorded prior to issuance of the building permit.

272
273 6. The property owner must occupy either the principal unit or the accessory
274 dwelling unit as their permanent residence and at no time receive rent for
275 the owner-occupied unit. An application for an accessory dwelling unit
276 shall include proof of owner occupancy as evidenced by voter registration,
277 vehicle registration, driver's license, county assessor records or other
278 similar means required by the Planning Department. The unit that is not
279 occupied by the owner shall be used for the purpose of offering a long-
280 term rental of 30 consecutive days or longer. Short term rentals of 30
281 days or less are prohibited.

282
283 7. Separate utility meters shall not be permitted for the accessory dwelling
284 unit.

285
286 8. Any property and any structure that contains an approved accessory
287 dwelling unit shall be designed and maintained in such a manner that the
288 property maintains the appearance of a single-family dwelling. Except as
289 provided below, a separate entrance to the accessory dwelling unit shall
290 not be allowed on the front or corner lot side yard. A separate entrance
291 shall be located to the side or rear of the principal residence.

292
293 a. An accessory dwelling unit in a basement may share a common
294 entrance with the principal unit, provided each unit has a separate
295 interior door.

296
297 9. It is unlawful to construct an accessory dwelling unit, or to modify a
298 structure to include an accessory dwelling unit, without a building permit, if
299 applicable.

300
301 10. Adequate off-street parking shall be provided for both the primary
302 residential use and the accessory dwelling unit, and any driveway and
303 parking area shall be in compliance with this Title. In addition to the
304 parking required for the principal unit at the time of construction, one (1)
305 off-street parking space shall be provided for an accessory dwelling unit.
306 Any additional occupant vehicles shall be parked off-street in City Code
307 compliant parking areas. On-street parking may be utilized in compliance
308 with the current parking limitations outlined in the Bountiful Traffic Code
309 regarding on-street parking.

310
311 11. Shall have its own dedicated separate entrance from the principal unit in
312 compliance with section 14-14-124(E)(8) and shall not have the
313 appearance of a two-family dwelling (duplex). The separate entrance
314 shall have a walkway in compliance with applicable building codes.

315
316 F. Internal Accessory Dwelling Unit Violation.

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1. In addition to any other legal or equitable remedies available to Bountiful City, the City may hold a lien against a property that contain internal accessory dwelling unit subject to state law.

G. An internal accessory dwelling unit permit shall cost \$125.

City Council Staff Report

Subject: Release of Easement at 114 S Bountiful Blvd.
Author: Lloyd Cheney, City Engineer
Department: Engineering
Date: October 12, 2021



Background

Brent Shingleton is requesting a release of a 7 foot wide easement which follows along the southerly side property line and the rear property line of the lot at 114 Bountiful Blvd.

Analysis

The Shingletons recently purchased the existing lot at 114 Bountiful Blvd. intending to construct a new single family home. The lot and easements are in a subdivision that was originally platted in 1993. Vacation of the existing easements will provide an accommodation for the proposed retaining walls to be constructed in the area encumbered by the utility easement. The applicant has obtained the necessary signatures and documentation from the affected utilities.

Department Review

This proposal has been reviewed by the City Engineer/Public Works Director.

Significant Impacts

None

Recommendation

I recommend that the Council approve this Release of Easement, and authorize the Mayor to sign the Release of Easement Document.

Attachments

1. Exhibit showing the location of the easements to be released.
2. Copy of the Release of Easement Documents

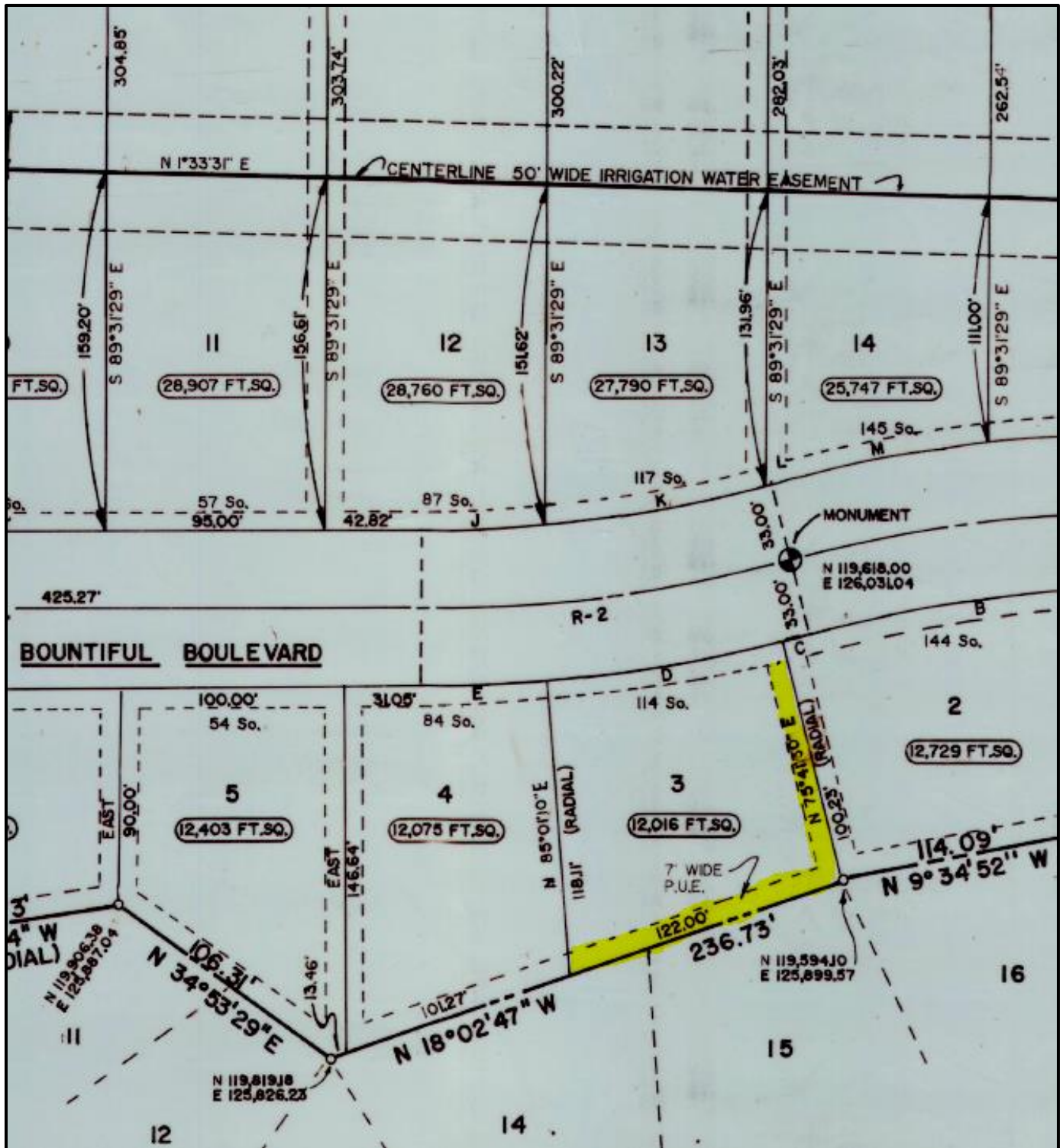


Figure 1 Easements to be released.

RELEASE OF EASEMENT

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

EXHIBIT "A" ATTACHED

UTILITY COMPANY APPROVAL

Bountiful City Engineer	_____	Date	_____
Power Company	<u>R. Alan Farnes</u>	Date	<u>8-26-21</u>
Bountiful Irrigation	<u>KIRT GUNZ</u>	Date	<u>8/26/21</u>
Questar Gas	<u>See attached letter</u>	Date	_____
Century Link	<u>See attached letter</u>	Date	_____
Bountiful Water	<u>[Signature]</u>	Date	<u>8/26/21</u>
South Davis Sewer	<u>Dee Wayment</u>	Date	<u>8/26/21</u>
Comcast Television	<u>See attached letter</u>	Date	_____
<u>SOUTH DAVIS WATER</u>	<u>[Signature]</u>	Date	<u>8-26-21</u>

Dated this _____ day of _____, _____.

Mayor _____

Attest: _____

City Recorder

STATE OF UTAH)

County of Davis)

On the _____ day of _____, _____, personally appeared before me, _____, Mayor and _____, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful City, municipal corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

Notary Public

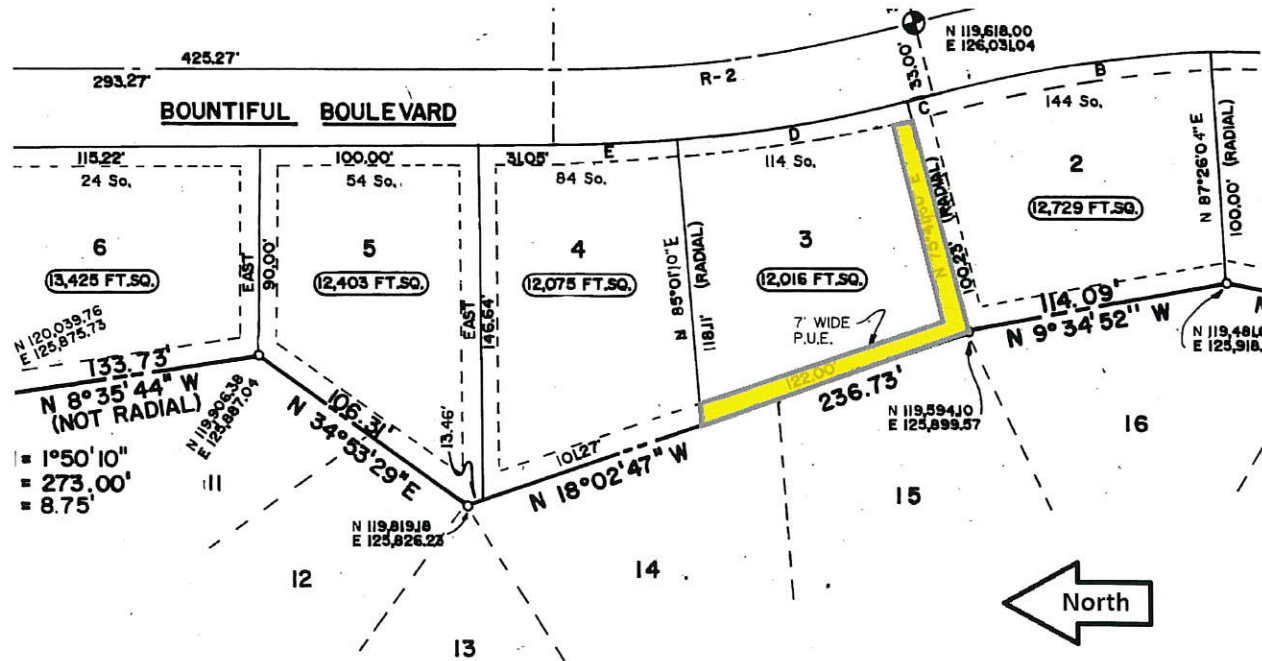
Seal

EXHIBIT "A"

A portion of a 7 foot wide public utility easement located along the westerly and southerly lines of Lot 3, Granada Hills Subdivision Plat No. 8, being in the Southwest Quarter of Section 21, Township 2 North, Range 1 East, Salt Lake Base & Meridian, Davis County, Utah; And being described as follows:

Beginning at the Southwest Corner of Lot 3, Granada Hills Subdivision Plat No. 8; And running thence North 18°02'47" West 122.00 feet along the west line of Lot 3 to a point on the North line of Said Lot 3, Thence North 85°01'10" East 7.19 feet along said line; thence South 18°02'47" East 113.82 feet; Thence North 75°41'30" East 86.71 feet to a point on a 640.00 foot radius non-tangent curve to the left; the center of said curve bears North 76°18'57" East; Thence southerly 7.00 feet along the arc of said curve (Note: Chord to said curve bears South 13°59'51" East 7.00 feet) to a point on the south line of Lot 3; Thence South 75°41'30" West 93.23 feet along said lot line to the point of beginning.

Portion of the Easement to be vacated is shown below:



Space above for County Recorder's use
PARCEL I.D.# 041400003

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Dominion Energy Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Davis County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 3, Granada Hills Plat No 8 Subdivision, located in the Southwest quarter of Section 21, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

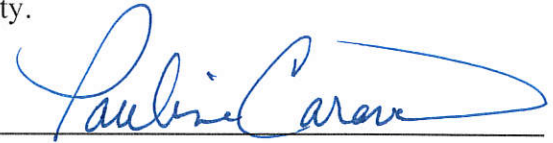
IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on September 14, 2021.

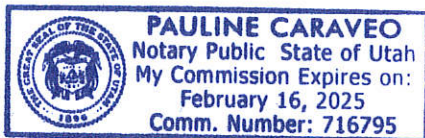
QUESTAR GAS COMPANY
Dba Dominion Energy Utah

By: 
Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On September 14, 2021, personally appeared before me BRADY K. NOWICKS, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.


Notary Public





Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

September 9, 2021

Blake Mathews
114 Bountiful Blvd.
Bountiful, UT 84010

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the easement, which exists along the West and South line of the property located at 114 Bountiful Blvd., Bountiful, UT 84010. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Courtney Brooks
Authorized Representative

9/21/2021



Brent & Myken Shingleton
Site Address: 117 S. Bountiful Blvd.
Bountiful, UT 84010

No Reservations/No Objection

SUBJECT: CenturyLink approval to Vacate the West Public Utility Easement (PUE) and the South PUE of Lot 3, Granada Hills Subdivision Plan No. 8, located in a part of the SW1/4 of Section 21, T2N, R1E, S.L.B.&M., Davis County, UT.

APN: 04-140-0003

To Whom It May Concern:

Qwest Corporation, d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

It is the intent and understanding of CenturyLink that this Vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely yours,

Mary Hutton
Network Infrastructure Services
CenturyLink
P838921

City Council Staff Report



Subject: Agreement to share American Rescue Plan Act funding
with South Davis Sewer District

Author: Gary Hill

Department: Administration

Date: October 12, 2021

Background

At the work session on July 27th the City Council discussed the use of American Rescue Plan Act (ARPA) funding. One of the requests considered was to share \$160,000 with the South Davis Sewer District toward the District's future Nutrient Removal Project. Each community in the District boundaries was also asked to provide funding, which would be used as a match toward ARPA funds to be granted by the State of Utah. The City Council agreed to commit \$160,000 toward the project as a grant match.

Analysis

The attached resolution formalizes the commitment made by Bountiful City to SDSD and meets the requirements of ARPA for sharing funding with another agency.

Significant Impacts

None at this time.

Recommendation

Staff recommends the City Council adopt Resolution 2021-20 adopting a subrecipient agreement with South Davis Sewer District for ARPA funding in the amount of \$160,000

Attachments

Resolution 2021-20

Subrecipient Agreement with South Davis Sewer



BOUNTIFUL

Bountiful City Resolution No. 2021-20

MAYOR

Randy C. Lewis

COUNCIL

Millie Segura Bahr

Kate Bradshaw

Kendalyn Harris

Richard Higginson

Chris R. Simonsen

CITY MANAGER

Gary R. Hill

A RESOLUTION ADOPTING A SUBRECIPIENT AGREEMENT WITH SOUTH DAVIS SEWER DISTRICT FOR AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS the health, safety and welfare of the citizens of Bountiful are matters of paramount importance to the City Council; and

WHEREAS the US Department of Treasury has allocated funding to Bountiful City through the American Rescue Plan Act (“ARPA”) to make necessary investments in water, sewer; and other eligible uses; and

WHEREAS, Bountiful City desires to allocate portions of the ARPA funds awarded to it to the South Davis Sewer District (“District”) for matching funds toward the construction of a Nutrient Removal Project; and

WHEREAS the District is an appropriate subrecipient of Bountiful’s ARPA funds as a local district that provides sewer services.

NOW THEREFORE, BE IT RESOLVED that the City Council of Bountiful hereby approves the attached American Rescue Plan Act Subrecipient Agreement for South Davis Sewer District.

Adopted this 12th day of October 2021.

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT
FOR SOUTH DAVIS SEWER DISTRICT

This ARPA Agreement (“Agreement”) is entered into by and between **Bountiful City**, a municipality and political subdivision of the state of Utah (hereinafter known as the “Municipality”), and the **South Davis Sewer District**, a local district and political subdivision of the state of Utah (the “Subrecipient”).

RECITALS

- A. The U.S. Department of the Treasury (the “Treasury”) has allocated to the Municipality federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (the “ARPA Act”).
- B. The ARPA Act authorizes the Municipality to expend ARPA Funds awarded to the Municipality for the following eligible purposes as outlined in the Coronavirus State and Local Fiscal Recovery Funds Interim Final as follows:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 - 4. To make necessary investments in water, sewer, or broadband infrastructure (collectively “Eligible Uses”).
- C. The Municipality desires to allocate portions of the ARPA Funds awarded to it to the Subrecipient, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.
- D. Subrecipient is an appropriate recipient of Municipality’s ARPA Funds as Subrecipient is a local district that provides sewer services, and it needs to make necessary improvements to the sewer infrastructure and sewage treatment technologies at its north treatment plant in West Bountiful, Utah (the “North Plant Nutrient Removal Project”) in order to comply with newly adopted nutrient limits mandated by the state of Utah for nitrogen and phosphorus.

- E. In accordance with guidance from the Treasury, the Municipality, as recipient of the ARPA Funds, is required to manage and monitor the Subrecipient. The Municipality is further required to submit a Project and Expenditure Report by October 31, 2021, and then annually thereafter.
- F. The Municipality and Subrecipient desire to enter into this Agreement so that the Municipality may provide ARPA Funds to the Subrecipient for appropriate and qualifying expenditures.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the Municipality in writing.
2. ARPA Funds. The Municipality agrees to provide the Subrecipient a total sum not to exceed **One hundred sixty thousand dollars and zero cents (\$160,000.00)** to be used for Eligible Uses, namely to be used for Subrecipient’s North Plant Nutrient Removal Project (the “Sub-Award Funds”).
3. Subrecipient’s Use of ARPA Funds. The Subrecipient shall ensure that the Sub-Award Funds qualify for Eligible Uses under one of the following cost categories: a) to respond to the COVID-19 public health emergency or its negative economic impacts, b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; or d) to make necessary investments in water, sewer, or broadband infrastructure.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a “rainy day” fund; and d) legal settlements.
5. Records, Reporting, and Transparency. In order for the Municipality to complete and submit the Project and Expenditure Report required by October 31 of each year, the Subrecipient will prepare and submit a report in a form acceptable to the Municipality no later than October 1 of each year until such time as all Sub-Award Funds are expended by Subrecipient.

For a period of six years following termination of this Agreement, Subrecipient will retain documentation of all uses of the Sub-Award Funds, including but not limited to invoices and/or sales receipts. Such documentation will be produced to the Municipality or the Treasury upon request. Upon termination of this Agreement for any reason, the Subrecipient will submit a final report including a general summary of the total expenditures under this Agreement. Subrecipient will fully cooperate with the Municipality, the Treasury, and the state of Utah in any investigations or audits into the use of Sub-Award Funds. Subrecipient will comply with all applicable federal and state laws and regulations regarding financial reporting and auditing.

6. No Separate Entity Created. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the Municipality for any purpose.
7. Governmental Immunity. Municipality and Subrecipient are both political subdivisions of the state of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904 (as amended). The parties agree that they will only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement will be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
8. Compliance with Laws. Subrecipient agrees, understands, and certifies that as a recipient of federal funds it is required to, and will, comply with all anti-discrimination and drug-free workplace laws. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. Subrecipient will comply with these laws and regulations, and any other federal, state, or local laws or regulations to the extent they apply to the subject matter of this Agreement.
9. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner

Subrecipient:
South Davis Sewer District
Attn: Dal D. Wayment, General Manager
PO Box 140111
Salt Lake City, UT 84114-0111

Municipality:
Bountiful City
Attn: City Manager
795 South Main Street
Bountiful, UT 84010

10. Choice of Law. This Agreement will be governed by the laws, rules, and regulations of the state of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the state of Utah. Venue will be in Davis County, in the Second Judicial District Court for Davis County.
11. Fair Allocation. The parties hereby agree that the amount of the Sub-Award Funds was equitably determined. Municipality agrees that this method is appropriate and waives any right in law or equity to challenge the amount of Sub-Award Funds allocated under this Agreement.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
13. Suspension Or Debarment. The Subrecipient certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
14. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
15. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
16. Authorization. Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

SOUTH DAVIS SEWER DISTRICT

By: *Dee C. Hansen*
Dee C. Hansen, Chairman

Date: 9.16.21

Attest: *Mark Katter*
Mark Katter, Clerk



Approved as to form

By: *Rachel S. Anderson*
Rachel S. Anderson
Attorney for the South Davis Sewer District

BOUNTIFUL CITY

By: _____
Mayor or Designee

Date: _____

Attest: _____

Approved as to form

By: _____
Attorney for Bountiful City