

# BOUNTIFUL CITY COUNCIL

TUESDAY, January 24, 2023

**6:30 p.m. – 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. The meeting is also available to view online, and the link will be available on the Bountiful City website homepage ([www.bountifulutah.gov](http://www.bountifulutah.gov)) approximately one hour prior to the start of the meeting.*

## AGENDA

### **6:30 p.m. – Work Session**

1. Legislative Update – Mr. Gary Hill

### **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 January 10, 2023 p. 3
4. Council reports
5. Utah Chiefs of Police Association accreditation award – Chief Ed Biehler
6. Consider approval of Resolution 2023-02 increasing golf fees at Bountiful Ridge – Mr. Brock Hill p. 9
7. Consider approval of a lot line adjustment at 2941 South 100 West – Mr. Lloyd Cheney p. 13
8. Consider approval of Resolution 2023-01 amending the Moderate Income Housing Plan element of the Comprehensive General Plan – Mr. Francisco Astorga p. 17
  - a. Public Hearing
  - b. Action
9. Consider approval of the Third Amendment to the site lease agreement with T-Mobile and CCTMO as attorney-in-fact – Mr. Clinton Drake p. 43
10. Consider approval of Resolution 2023-03 allowing electronic participation of elected officials in City Council meetings for the calendar year 2023 – Mr. Clinton Drake p. 53
11. Adjourn

  
City Recorder



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**Minutes of the**  
**BOUNTIFUL CITY COUNCIL**  
January 10, 2023 – 6:00 p.m.

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

**Work Session – 6:00 p.m.**  
**City Council Chambers**

Present:	Mayor	Kendalyn Harris
	Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
	City Manager	Gary Hill
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	Finance Director	Tyson Beck
	IT Director	Alan West
	Streets Director	Charles Benson
	Power Director	Allen Johnson
	Systems Analyst	Greg Martin
	Recording Secretary	Maranda Hilton
Excused:	Planning Director	Francisco Astorga

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

**BOUNTIFUL FIBER PROJECT UPDATE – MR. ALAN WEST**

Mr. Alan West went over a history of the fiber project and explained that the Fiber Project Team had final meetings with UTOPIA Fiber and STRATA Networks on December 22, 2022 and are now ready to make a recommendation to the Council.

Mr. West showed a comparison chart between the two providers and went over all the differences in their responses to the RFP, noting that UTOPIA Fiber came in favorably in all metrics.

After some discussion, Mr. West said that staff recommends entering into a contract with UTOPIA Fiber for a City-owned/provider-operated fiber network.

Councilmember Higginson added that after getting all the details he now feels confident the City will be getting everything it wants, and that the project is financially feasible.

Councilmember Bradshaw wanted to make sure that the bond would be a subscriber-based bond and that no City revenues would be used to back that bond. Mr. Gary Hill answered affirmatively, the bonds could be structured to be backed by subscriber-based revenues.

Councilmember Bell had some questions regarding which party is responsible for marketing to ensure a high enough take rate. Mr. West said that the cost of marketing is already reflected in UTOPIA’s fee, and although he does not know exactly what the City will be responsible for, details that will be decided on before the contract is signed.

Mayor Harris asked a question she received from a resident about the details of the finances and bond payment timeline. Mr. West said they will not have those details until they negotiate the

1 contract, but that as information is available it will be brought before the Council and will be part of  
2 the public process.

3 Mayor Harris asked the Council if they were comfortable moving forward with this  
4 recommendation, and they all agreed.

5  
6 **OPEN MEETINGS TRAINING – MR. CLINTON DRAKE**

7 Mr. Clinton Drake conducted the yearly Open and Public Meetings Act training for the  
8 Council and staff.

9  
10 The meeting ended at 7:01 p.m.

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13  
14 **Regular Meeting – 7:00 p.m.**  
15 **City Council Chambers**

17 Present:	Mayor	Kendalyn Harris
18	Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard 19 Higginson, Cecilee Price-Huish
20	City Manager	Gary Hill
21	City Engineer	Lloyd Cheney
22	City Attorney	Clinton Drake
23	Finance Director	Tyson Beck
24	IT Director	Alan West
25	Streets Director	Charles Benson
26	Power Director	Allen Johnson
27	Asst City Engineer	Todd Christensen
28	Police Chief	Ed Biehler
29	Assistant Police Chief	Dave Edwards
30	Lieutenant	Troy Killian
31	Lieutenant	David Gill
32	Recording Secretary	Maranda Hilton
33		
34 Excused:	Planning Director	Francisco Astorga

35  
36 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

37 Mayor Harris called the meeting to order at 7:05 p.m. and welcomed those in attendance. Ms.  
38 Claudia Lindeburg led the Pledge of Allegiance and Pastor Jim Gunnuscio, First Baptist Church,  
39 offered a prayer.

40  
41 **PUBLIC COMMENT**

42 The public comment section was opened at 7:07 p.m.

43  
44 Mr. Derek Koolhoven (1500 North 400 West) expressed his appreciation to Mr. Alan West  
45 and to the Council for their dedication to acquiring a fiber network for residents of Bountiful. He said

1 he has been experiencing network issues with his current provider since April and feels the sooner  
2 Bountiful can build a fiber network, the better.

3  
4 Mr. Larry Volk (970 East Oakwood Drive) said he wished to find out if the amateur racing  
5 association he is a part of might be able to hold their meetings in the basement of City Hall, as they  
6 did prior to the remodel. Mayor Harris had Mr. Volk speak to Mr. Gary Hill for more information.

7  
8 Mr. Stephen Freebairn (2992 South 400 East) thanked the Council and staff for their efforts to  
9 study fiber and thanked them for making a decision.

10  
11 The public comment section was closed at 7:11 p.m.

12  
13 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD DECEMBER 13,**  
14 **2022**

15 Councilmember Bahr made a motion to approve the minutes from December 13, 2022, and  
16 Councilmember Higginson seconded the motion. The motion was approved with Councilmembers  
17 Bahr, Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

18  
19 **COUNCIL REPORTS**

20 Councilmember Bell did not have a report.

21 Councilmember Bradshaw gave an update on the progress of the Land Use Work Group’s  
22 efforts to find the best way for the recreation center to expand their pool space without causing a  
23 large impact to Bountiful (4<sup>th</sup> North) Park. She was glad to report that they have a couple of  
24 promising proposals they will be able to bring before the Council soon. She also reported that some  
25 of the SDRD Board members are discussing changing the fiscal year of the SDRD in order to be able  
26 to raise property taxes this year. She expressed her concerns about that idea and wanted the Council  
27 to be aware of it.

28 Councilmember Higginson reported that the Utah snowpack is at about 185% of normal, and  
29 that the Colorado River drainage is at 130-140% of average. He explained that hopes are high that  
30 Lake Powell can be refilled and the City can once again rely on purchasing power from the Glen  
31 Canyon Dam to help stabilize its resources. He also noted that gas stoves have been ruled unhealthy  
32 and certain agencies are recommending the replacement of gas stoves with electric ones, but he  
33 wonders how there will be enough electricity on the grid to power all those stoves. He admonished  
34 residents to speak to their elected officials about stabilizing the City’s power resources.

35 Councilmember Bahr did not have a report.

36 Councilmember Price-Huish reported that the BDAC is going to host its first ever art auction  
37 from March 4-11. They are requesting art from anyone who would like to donate or sell art through  
38 the auction. There are also five art exhibits opening this Friday, with the reception from 6:00-8:00  
39 p.m. The first Musicfest concert of the year will be held on Thursday, January 19 at 7:30 p.m. There  
40 is also a free family art night on Monday, January 23.

41 Mayor Harris reported that the South Davis Sewer District Board will be interviewing and  
42 selecting a new Board member on Thursday night. She also noted that there was a fire last Sunday in  
43 Bountiful and thanked the fire department for their ability to contain it to a shed and that no one was  
44 injured.

1 **BCYC REPORT**

2 Ms. Kezia Holt, BCYC Mayor, reported that the BCYC held their Christmas party in  
3 December, and that their next event will be “A Day at the Legislature” visiting the State Capitol next  
4 Tuesday at 10:00 a.m.

5 Councilmember Bradshaw asked the BCYC to send her a text when they arrive so, if she is  
6 available, she can give them a tour and make sure they see all the best parts of the capitol.  
7

8 **CONSIDER APPROVAL OF:**

9 **A. EXPENDITURES GREATER THAN \$1,000 PAID DECEMBER 5, 12, 19 & 26, 2022**

10 **B. NOVEMBER 2022 FINANCIAL REPORT**

11 Councilmember Price-Huish made a motion to approve the expenditures paid  
12 December 5, 12, 19 & 26, 2022 and the November 2022 Financial Report. Councilmember  
13 Bradshaw seconded the motion, which passed with Councilmembers Bahr, Bell, Bradshaw,  
14 Higginson and Price-Huish voting “aye.”

15 Councilmember Higginson asked Mr. Charles Benson if the City was having any  
16 trouble procuring road salt this winter. Mr. Benson answered that they have not had any  
17 problem obtaining it, and that they have used 11,000 tons this winter so far, which is more  
18 than they have used in the past few years.  
19

20 **RECOGNITION OF LIEUTENANT TROY KILLIAN – CHIEF ED BIEHLER**

21 Chief Ed Biehler was invited by Mayor Harris to recognize Lieutenant Troy Killian.

22 Chief Biehler thanked the Council for allowing him to take some time to celebrate the career  
23 and retirement of Lt. Killian. Chief Biehler commended Lt. Killian specifically on two assignments  
24 he had over his 24 years with Bountiful Police. First, he thanked Lt. Killian for his six years serving  
25 as the School Resource Officer (SRO) at Bountiful High School. He said that being an SRO is a very  
26 difficult assignment, but Lt. Killian did an amazing job there and touched a lot of people’s lives.  
27 Second, he thanked Lt. Killian for his time serving as a detective over the sex crimes and child abuse  
28 cases. He acknowledged that those are society’s most difficult and ugly crimes, but that Lt. Killian  
29 handled that assignment with honor and integrity. Chief Biehler thanked Lt. Killian for always having  
30 the City’s and the residents’ best interests at heart, and for being so caring and kind. Chief Biehler  
31 also thanked Lt. Killian’s wife, Ms. Janice Killian, for her years of support, acknowledging that  
32 police spouses take on a heavy burden.

33 Lt. Killian thanked the City for giving him the opportunity to join the police force 24 years  
34 ago. He said that being an SRO was a favorite assignment for him and some of his best years on the  
35 force. He also expressed his deep gratitude for the support he always felt from the City Councils,  
36 even when it seemed the rest of the country was in turmoil, he never had a day he did not feel  
37 supported by the City and the residents. He said how much he appreciated his wife, who has stood by  
38 him, and noted that many police marriages do not last. He then thanked Chiefs Ross and Biehler for  
39 being such good chiefs.

40 Mrs. Janice Killian said she appreciated what wonderful, supportive coworkers Lt. Killian  
41 always had, and what a privilege it was for him to serve Bountiful.

42 Mayor Harris presented Lt. Killian with a check and thanked him for his service.

43 Councilmember Bradshaw told a story about how Lt. Killian intervened in her brother’s  
44 behalf during his time as an SRO at Bountiful High, and how his work at the school meant a lot to her  
45 family and to many others. She thanked him on behalf of her family. Lt. Killian said that it was very  
46 rewarding work.

1 Councilmember Price-Huish thanked Ms. Killian, and the Killian family, expressing her  
2 appreciation for the families of officers who carry a large burden on behalf of the entire community.  
3 She also thanked Lt. Killian for his wonderful service.  
4

5 **CONSIDER APPROVAL OF THE APPOINTMENTS OF MS. SUSAN BECKER AND MR.**  
6 **JOHN MARC KNIGHT TO THE BOUNTIFUL CITY POWER COMMISSION – MR.**  
7 **ALLEN JOHNSON**

8 Mr. Allen Johnson presented the reappointments of Ms. Susan Becker and Mr. John Marc  
9 Knight to the Power Commission for four-year terms.

10 Councilmember Bahr made a motion to approve the reappointments and Councilmember  
11 Higginson seconded the motion. The motion was approved with Councilmembers Bahr, Bell,  
12 Bradshaw, Higginson and Price-Huish voting “aye.”  
13

14 **CONSIDER APPROVAL OF A TEMPORARY WORKSPACE AGREEMENT WITH KERN**  
15 **RIVER PIPELINE – MR. LLOYD CHENEY**

16 Mr. Lloyd Cheney requested that the Council table this agenda item until a later date when  
17 more details of the agreement are worked out.

18 Councilmember Higginson made a motion to table this agenda item and Councilmember Bell  
19 seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw,  
20 Higginson and Price-Huish voting “aye.”

21 Councilmember Price-Huish asked Mr. Cheney what kind of notice will be given to residents  
22 living in the staging area before work commences. Mr. Cheney answered that Kern River has already  
23 made preliminary contact with property owners in the area and they will reach out again as it gets  
24 closer.  
25

26 **CONSIDER APPROVAL OF CREATIVE TRAILS’ PROPOSAL FOR TRAILS PROJECT**  
27 **MANAGEMENT SERVICES FOR 2023 WITH EXTENSION OPTIONS – MR. TODD**  
28 **CHRISTENSEN**

29 Mr. Todd Christensen explained that because the City has so many trail projects with multiple  
30 contractors and multiple crews in the pipeline, staff decided to put out an RFP for an external trails  
31 project manager. The City received one proposal back from Creative Trails and recommend  
32 accepting their proposal based on their level of experience in this field. The agreement will have the  
33 option to extend into 2024 and 2025 if things go well.

34 Councilmember Bradshaw made a motion to approve the agreement with Creative Trails and  
35 Councilmember Bell seconded the motion. The motion was approved with Councilmembers Bahr,  
36 Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
37

38 **ADJOURN**

39 Councilmember Bahr made a motion to adjourn the meeting and Councilmember Bell  
40 seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and  
41 Price-Huish voting “aye.”  
42

43 The regular session was adjourned at 7:46 p.m.  
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*Mayor Kendalyn Harris*

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*City Recorder*

PENDING



# City Council Staff Report



**Subject: Proposal of green fee & cart fee adjustment**

**Author:** Kent J. McComb, Golf Professional

**Department:** Golf Course

**Date:** 24 January 2023

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## **Background**

Throughout our golf course history, Bountiful Ridge has maintained the status of being one of the premier and “best value” golf facilities both statewide and nationally. This has been attributed to providing a great product, along with maintaining the goal of keeping our user fees at a fair rate while also staying comparable to other facilities that we compete with most directly for our customer base.

## **Analysis**

Each year we continue to evaluate and analyze the golf business climate in finding ways to operate our business more efficiently. Our number of rounds of golf continue to remain at a high level, but unfortunately, our costs to do business have increased dramatically during the past 2 years. Along with a new yearly increase to our water costs of \$55K, we have realized an increase of approximately 15-30% on most all supplies and equipment needed to operate our facility at a standard we strive to provide. We have surveyed the rates of the facilities that we compete with most directly and have made our rate proposals based on the analysis of these rates and other factors.

## **Department Review**

Reviewed by Brock Hill, Parks Director

Reviewed by Bountiful Ridge Golf Staff

## **Significant Impacts**

Our proposed fee structure would allow Bountiful Ridge to maintain our position of being a “Best Value” facility while also meeting the demand of increased operational and maintenance costs.

## **Recommendation**

It is the recommendation of Golf Staff to increase the daily green fee \$1.00 per 9 holes, and the daily golf cart rental fee \$1.00 per 9 holes. This would still give us the ability to utilize our dynamic pricing to help fill slower times at a reduced rate while still helping us maintain a favorable position in operations and annual revenue.

Notes:

- The proposed fees include an \$18.00 optional cart fee.
- 9- hole players would pay one-half of the proposed fees.

## **Attachments**

Golf Rate/Structure Survey

## Golf Rate Survey

	18 Holes w/cart Weekday	18 Holes w/cart Weekend	18 Holes w/cart Senior Rate	Cart Fee
<b>Bountiful Ridge (Proposed)</b>	<b>\$50 (M-Th)</b>	<b>\$56 (F-Su) \$50 (after 2:00)</b>	<b>NA</b>	<b>\$18</b>
Bountiful Ridge (Current)	\$46	\$52 (F-Su) \$46 (after 2:00)	NA	\$16
Valley View	\$48 (M-Th)	\$56 (F-Su) \$52 (after 1:00)	NA	\$18
Davis Park	\$48 (M-Th)	\$56 (F-Su) \$52 (after 1:00)	NA	\$18
Eaglewood	\$56	\$56 \$40 (after 2:00)	NA	\$20
Hobble Creek	\$54	\$58 (F-Su)	NA	\$20
River Oaks	\$60	\$60	\$54(M-TH)	\$20
Bonneville	\$62	\$62	\$54 (M-TH)	\$20
Mountain Dell	\$62	\$62	\$54 (M-TH)	\$20
Old Mill	\$60	\$60	\$52(M-TH)	\$18
South Mountain	\$60	\$60	\$52(M-TH)	\$18
Glenmoor	\$65	\$65	NA	\$20
Thanksgiving Point	\$85	\$95 (F-Su)	NA	\$20

- Junior Rate would continue @ \$10.00 per 9 holes
- **Proposed Bountiful Ridge Corporate Tournament fees:**  
**Monday: \$50.00**  
**Tuesday – Sunday: \$56.00**



# BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2023-02

MAYOR  
Kendalyn Harris

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

CITY MANAGER  
Gary R. Hill

### A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE FOR CERTAIN FEES AND CHARGES FOR THE BOUNTIFUL RIDGE GOLF COURSE

WHEREAS, the City of Bountiful (“City”) desires to formalize fees related to the daily management and operations of the Bountiful Ridge Golf Course; and,

WHEREAS, the City employs a golf pro to manage Bountiful Ridge operations which has maintained the status of being a premier and best value golf facilities both statewide and nationally; and,

WHEREAS, the Golf Pro has evaluated the current fee structure and determined that it is inefficient and confusing; and

WHEREAS, the Golf Pro, with the support of City Parks Director, created a dynamic fee schedule to address real time fluctuating peak demands and may be adjusted, according to user patterns and demands, at the discretion of the Golf Pro.

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

1. The City’s green fee pricing will be as follows:
 

a.	9 holes (Monday – Thursday)	\$16.00
b.	9 holes (Friday – Sunday, before 2:00 pm)	\$19.00
c.	9 holes (Friday – Sunday, after 2:00 pm)	\$16.00
d.	9 holes (Junior Rate, after 2:00 pm)	\$10.00
d.	18 holes (Monday – Thursday)	\$32.00
e.	18 holes (Friday – Sunday, before 2:00 pm)	\$38.00
f.	18 holes (Friday – Sunday, after 2:00 pm)	\$32.00
g.	18 holes (Junior Rate, after 2:00 pm)	\$20.00
  
2. The City’s cart fee pricing will be as follows (in addition to green fees):
 

a.	9 holes	\$9.00
b.	18 holes	\$18.00
  
3. The gift rounds program (gift card) will remain and can be purchased at the new pricing.
  
4. This Resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 24th day of January 2023

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Kendalyn Harris, Mayor

ATTEST:

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Shawna Andrus, City Recorder

# City Council Staff Report

**Subject:** Lot Line Adjustment at 2941 S 100 W  
Val Vista Subdivision  
**Address:** 2941 S 100 W  
**Author:** City Engineer  
**Department:** Engineering, Planning  
**Date:** January 17, 2023

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## Background

Daniela Anghel, applicant, is requesting approval of a lot line adjustment which would combine two parcels which were created from portions of Lots 42, 44 and 47 of the original Val Vista Subdivision. Ms. Anghel has expressed a desire to construct a new detached accessory structure on the rear portion of the property.

The City has previously processed lot line adjustments through the Administrative Committee, but a change in the State Code now necessitates that these requests be processed as amended subdivision plats where the properties involved are part of an existing platted subdivision and involve a parcel with an existing residential structure.

## Analysis

The property is located in the R-4 zone (8,000 sq ft min. lot size, 70 ft frontage requirement). The western parcel frontage on 100 W street is 76.00 feet, which exceeds the minimum required width. When combined, the entire parcel totals 17,333 square feet, and would comply with the current zoning requirements for this Zone. The proposed access to 2900 S is 12 feet wide, matching the City's minimum drive approach width, which aligns with the minimum access width for a residential property.

Utilities: No additional utilities are required.

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

The Planning Commission has considered this item on January 17, 2023 and has forwarded a recommendation for approval to the City Council.

## Department Review

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



Figure 1 Location of Proposed Lot Line Adjustment

**Recommendation**

Staff would support the Planning Commission forwarding a recommendation approval of the Lot Line Adjustment at 2941 S 100 W to the City Council with the following conditions:

1. Complete any outstanding corrections to the Plat.
2. Provide a current Title Report.

**Significant Impacts**

None

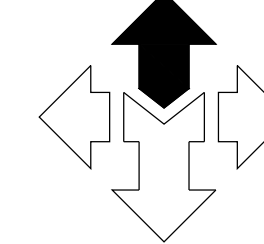
**Attachments**

1. A copy of the preliminary plat.

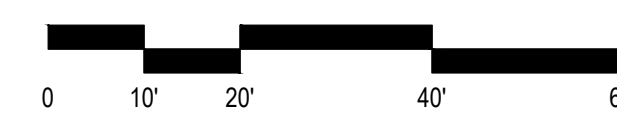
# VAL VISTA PLAT "D" SUBDIVISION

AMENDING LOTS 42, 44 AND 47, VAL VISTA SUBDIVISION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST,  
 SALT LAKE BASE & MERIDIAN  
 BOUNTIFUL CITY  
 DAVIS COUNTY, UTAH  
 SEPTEMBER 16, 2022

NORTH



SCALE: 1" = 20'



## NOTES

- NAD 83 ROTATION IS CLOCKWISE 0°20'25"
- NO NEW BUILDING LOTS ARE CREATED BY THE ACT OF RECORDING THIS PLAT
- SUBJECT TO DECLARATIONS RECORDED SEPTEMBER 3, 1947 AS ENTRY NO. 98928 IN BOOK Q OF LENS AND LEASES AT PAGE 471 IN THE OFFICE OF THE DAVIS COUNTY RECORDER

## DOMINION ENERGY UTAH

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

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

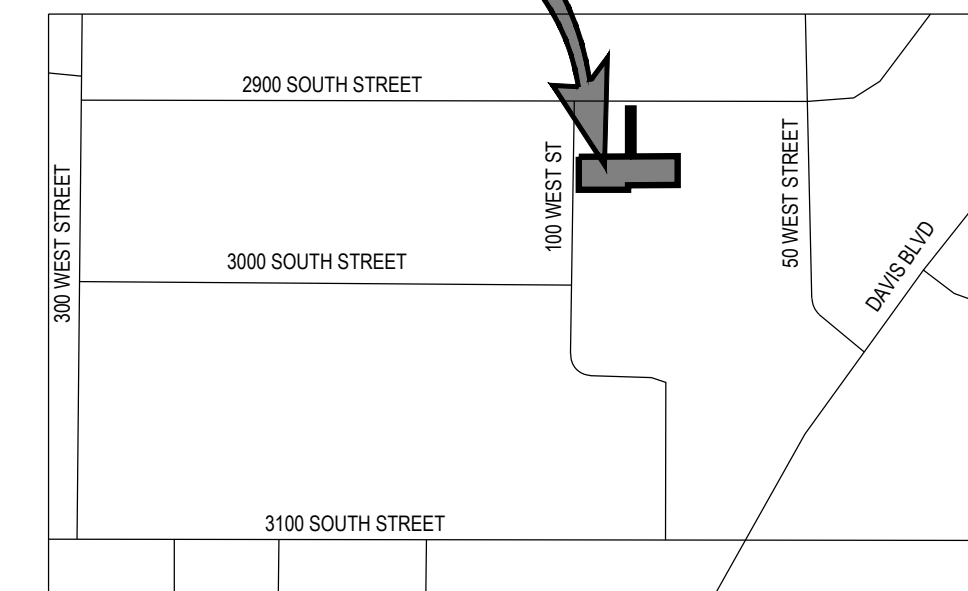
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## LEGEND

- SUBDIVISION BOUNDARY
- RIGHT OF WAY LINE
- MONUMENT LINE/CENTER LINE OF ROAD
- LOT LINE
- BOUNDARY & NEW INTERIOR CORNER, COPPER PLUG OR REBAR & CAP OR NAIL & WASHER STAMPED "MCNEIL ENGR"

## SITE



## VICINITY MAP

SCALE: N.T.S.

SHEET

1 OF 1

### SURVEYOR'S CERTIFICATE

I, DAVID B. DRAPER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6861599 IN ACCORDANCE WITH TITLE 88, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENT AS REPRESENTED ON THIS PLAT, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT INTO LOTS, AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

**VAL VISTA PLAT "D" SUBDIVISION**  
 AMENDING LOTS 42, 44 AND 47, VAL VISTA SUBDIVISION

AND THAT AT THE SAME HAS BEEN CORRECTLY SURVEYED AND MARKED ON THE GROUND AS SHOWN ON THIS PLAT.

### SUBDIVISION DESCRIPTION

BEGINNING AT A POINT ON THE WEST LINE OF LOT 42, VAL VISTA SUBDIVISION, ON FILE WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AS MAP NO. 409, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 66.00 FEET OF SAID LOT 42, SAID POINT BEING SOUTH 0°03'25" WEST 109.50 FEET WEST BY RECORDED PLAT 109.50 FEET FROM THE NORTHWEST CORNER OF SAID LOT 42. SAID POINT ALSO BEING NORTH 0°27'00" WEST 585.79 FEET ALONG THE MONUMENT LINE OF 500 WEST STREET AND EAST 2551.67 FEET FROM A FOUND MONUMENT AT THE INTERSECTION OF SAID 500 WEST AND ORCHARD DRIVE, SAID POINT ALSO BEING WEST 110.91 FEET, MORE OR LESS, AND NORTH 390.24 FEET, MORE OR LESS, AND SOUTH 89°43'31" WEST 225.65 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF LOT 47 OF SAID VAL VISTA SUBDIVISION AND NORTH 0°03'25" EAST ALONG THE WEST LINE OF SAID LOTS 42 AND 47 A DISTANCE OF 76.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°43'31" EAST ALONG THE NORTHERLY LINE OF SAID SOUTH 66.00 FEET, A DISTANCE OF 112.84 FEET (113.00 FEET BY DEED) TO A POINT ON THE EAST LINE OF SAID LOT 42, THENCE NORTH 0°03'25" EAST ALONG SAID EAST LINE 109.50 FEET (NORTH 0°06'00" EAST BY RECORDED PLAT) TO THE COMMON NORTHERLY CORNER OF SAID LOT 42 AND LOT 44, THENCE NORTH 89°43'31" EAST ALONG THE NORTH LINE OF SAID LOT 44, A DISTANCE OF 12.00 FEET (EAST BY RECORDED PLAT), THENCE SOUTH 0°03'25" WEST 109.50 FEET ALONG A LINE THAT IS PARALLEL WITH AND 12.00 FEET PERPENDICULARLY EAST OF THE WEST LINE OF SAID LOT 44, THENCE NORTH 89°43'31" EAST 101.00 FEET ALONG THE NORTH LINE OF THE SOUTH 66.00 FEET OF SAID LOT 44 TO A POINT ON THE EAST LINE OF SAID LOT 44, THENCE SOUTH 0°03'25" WEST ALONG SAID EAST LINE 66.00 FEET (SOUTH 0°06'00" WEST BY RECORDED PLAT) TO THE SOUTHEAST CORNER OF SAID LOT 44, THENCE SOUTH 89°43'31" WEST ALONG THE SOUTH LINE OF SAID LOT 44, A DISTANCE OF 113.00 FEET TO THE SOUTHWEST CORNER THEREOF, THENCE SOUTH 0°03'25" WEST 10.00 FEET, THENCE SOUTH 89°43'31" WEST 112.84 FEET (113.00 FEET BY DEED) TO A POINT ON THE WEST LINE OF LOT 47 AND THE EAST RIGHT OF WAY LINE OF 100 WEST STREET, THENCE NORTH 0°03'25" EAST ALONG SAID RIGHT OF WAY LINE AND THE WEST LINE OF SAID LOTS 42 AND 47, A DISTANCE OF 76.00 FEET POINT OF BEGINNING.

CONTAINS: 17,333 SQUARE FEET OR 0.398 ACRES (1 LOT)

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS:

**VAL VISTA PLAT "D" SUBDIVISION**  
 AMENDING LOTS 42, 44 AND 47, VAL VISTA SUBDIVISION

AND DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO BOUNTIFUL CITY A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF I (WE) HAVE HEREUNTO SET OUR HAND(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_

BY: \_\_\_\_\_ DANIELA ANGHIEL (AN INDIVIDUAL) (PRINT NAME)  
 \_\_\_\_\_ (SIGNATURE)

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
 COUNTY OF DAVIS }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF \_\_\_\_\_ IN SAID STATE OF UTAH, THE SIGNER( ) OF THE ABOVE OWNER'S DEDICATION, \_\_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT \_\_\_\_\_ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_ COUNTY

### CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ACTING SOLELY AS NOMINEE FOR HOME POINTS FINANCIAL CORPORATION, AS A CLAIMANT WITH RESPECT TO THE ABOVE TITLED SUBDIVISION, DOES HEREBY CONSENT TO THE RECORDING OF SAID SUBDIVISION AND DEDICATION BY THE OWNERS THEREOF OF ALL STREETS AND EASEMENTS AS SHOWN HEREON FOR THE USE OF THE PUBLIC FOREVER, SAID COMPANY DOES HEREBY SUBORDINATE ITS INTEREST IN AND TO THE LAND INCLUDED WITHIN SUCH PUBLIC STREETS AND EASEMENTS TO THE PUBLIC USE FOREVER.

BY: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

### CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
 COUNTY OF SALT LAKE }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, \_\_\_\_\_ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT \_\_\_\_\_ A UTAH CORPORATION, AND THAT \_\_\_\_\_ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

### BOUNTIFUL CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL, UTAH, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

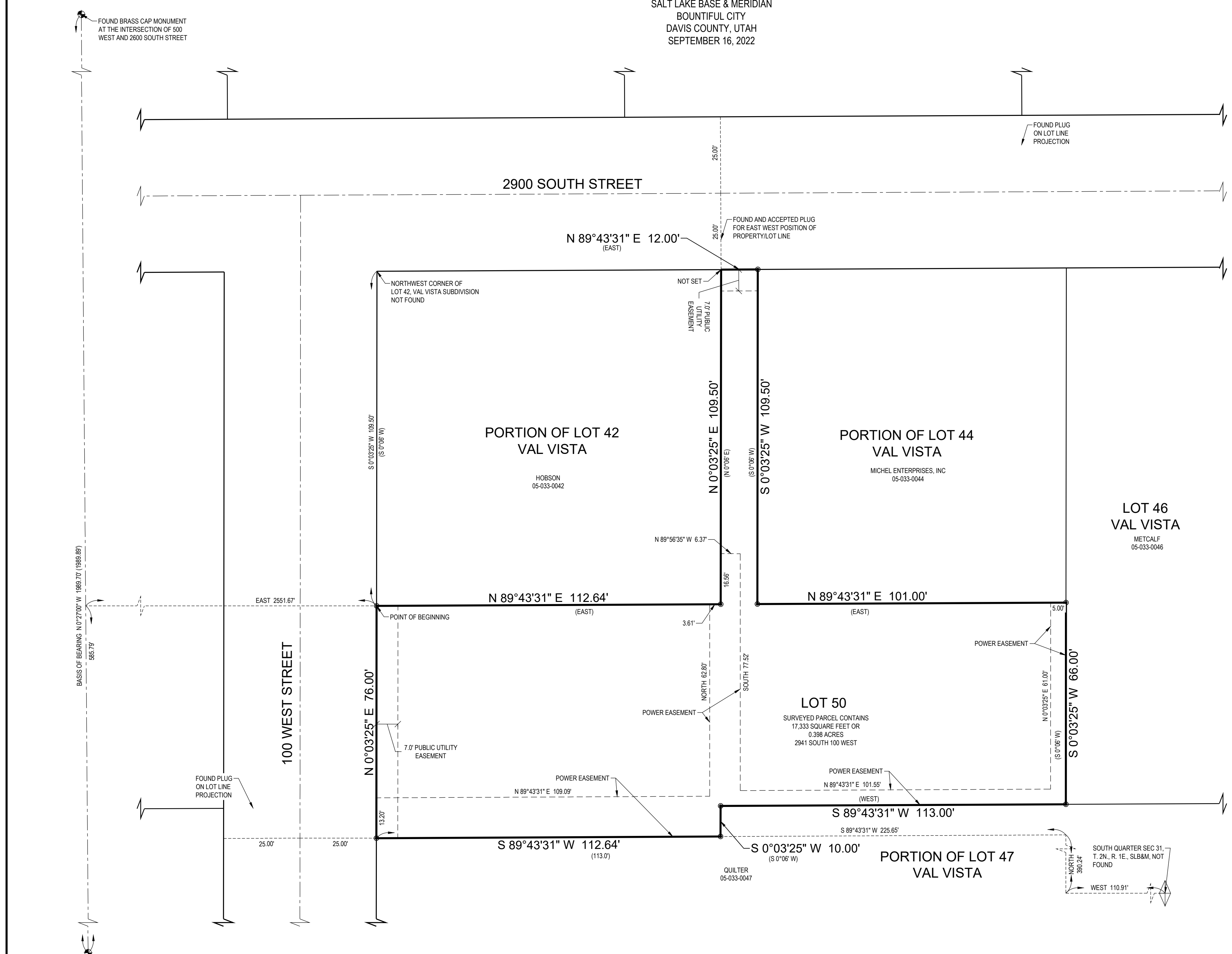
CITY RECORDER ATTEST: \_\_\_\_\_ CITY MAYOR

### CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
 COUNTY OF SALT LAKE }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, \_\_\_\_\_ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT \_\_\_\_\_ A UTAH CORPORATION, AND THAT \_\_\_\_\_ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY



### CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT AMERICAS FIRST FEDERAL CREDIT UNION, AS A CLAIMANT WITH RESPECT TO THE ABOVE TITLED SUBDIVISION, DOES HEREBY CONSENT TO THE RECORDING OF SAID SUBDIVISION AND DEDICATION BY THE OWNERS THEREOF OF ALL STREETS AND EASEMENTS AS SHOWN HEREON FOR THE USE OF THE PUBLIC FOREVER, SAID COMPANY DOES HEREBY SUBORDINATE ITS INTEREST IN AND TO THE LAND INCLUDED WITHIN SUCH PUBLIC STREETS AND EASEMENTS TO THE PUBLIC USE FOREVER.

BY: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

### CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
 COUNTY OF SALT LAKE }

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, \_\_\_\_\_ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT \_\_\_\_\_ A UTAH CORPORATION, AND THAT \_\_\_\_\_ SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

### BOUNTIFUL CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL, UTAH, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: \_\_\_\_\_ CITY MAYOR

### SOUTH DAVIS SEWER IMP. DISTRICT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY THE SOUTH DAVIS SEWER IMPROVEMENT DISTRICT.

DISTRICT MANAGER

### COMCAST

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY COMCAST.

COMCAST

### SOUTH DAVIS WATER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY SOUTH DAVIS WATER.

SOUTH DAVIS WATER

### CENTURYLINK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY CENTURYLINK.

CENTURYLINK

### CITY ENGINEER'S APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY CITY ENGINEER.

DATE: \_\_\_\_\_ BOUNTIFUL ENGINEER

### SOUTH DAVIS SEWER IMP. DISTRICT

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY THE SOUTH DAVIS SEWER IMPROVEMENT DISTRICT.

DISTRICT MANAGER

### BOUNTIFUL LIGHT AND POWER

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY BOUNTIFUL LIGHT AND POWER.

BOUNTIFUL LIGHT AND POWER

### PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY THE BOUNTIFUL CITY PLANNING COMMISSION.

DIRECTOR

### CITY ATTORNEY'S APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_\_\_, BY CITY ATTORNEY.

BOUNTIFUL CITY ATTORNEY

PREPARED BY:

**McNEIL ENGINEERING**  
 Economic and Sustainable Designs, Professionals You Know and Trust

8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com

Civil Engineering • Consulting & Landscape Architecture  
 Structural Engineering • Land Surveying & HDS

### VAL VISTA PLAT "D" SUBDIVISION

AMENDING LOTS 42, 44 AND 47, VAL VISTA SUBDIVISION  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST,  
 SALT LAKE BASE & MERIDIAN  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

RECORD NO. \_\_\_\_\_  
 STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_  
 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_

FEE \$ \_\_\_\_\_ DAVIS COUNTY RECORDER





# City Council Staff Report



**Subject:** Adoption of Bountiful City’s Moderation Income Housing Plan Element (part of the City’s Comprehensive General Plan)  
**Author:** Francisco Astorga, AICP, Planning Director  
**Date:** January 24, 2023

## Background

SB 34 (2019) required municipalities to update the Comprehensive General Plan related to moderate income housing by selecting and adopting a minimum of three (3) strategies outlined in State Code. In 2019 Bountiful adopted four (4) strategies. Bountiful City complied with this requirement and reported on these as required by State Code in 2019, 2020, and 2021. HB 462 (2022) required cities to report on updated moderate income housing requirement by submitting a Moderate Income Housing report to Utah Department of Workforce Services (DWS) Housing & Community Development Division. DWS, as required by law to review the City’s report, made the interpretation that the City’s General Plan moderate income housing report was non-compliant. As indicated on in State Code, cities have ninety (90) days to cure discrepancies.

On July 17, 2023, the Planning Commission reviewed the proposed amendment, held a public hearing, and forwarded a positive recommendation (6-0 vote) to the City Council to adopt Resolution No. 2023-01 amending the City’s Moderate Income Housing Plan.

## Analysis

Deficiency no. 1. – Bountiful City did not use the exact language specified in State Code. See table below:

Adopted/selected MIH strategy as provided and required in 2019 (SB 34)	Exact language, required by HB 462	Deficiency Corrective Action
(E) Create or allow for, and reduce regulations to, internal or detached accessory dwelling units in residential zones.	(E) Create or allow for, and reduce regulations to, <u>internal or detached</u> accessory dwelling units in residential zones.	Update the Moderate Income Housing Element of the General Plan to include the <u>exact</u> language from State Code.
(F) <u>Allow</u> for higher density or moderate-income residential development in commercial and mixed-use zones, commercial centers, or employment centers.	(F) <u>Zone or rezone</u> for higher density or moderate income residential development in commercial and mixed-use zones <u>near major transit investment corridors</u> , commercial centers, or employment centers.	
(G) <u>Encourage higher density or</u> moderate-income residential development near major transit investment corridors.	(G) <u>Amend land use regulations to allow for higher density or new</u> moderate income residential development <u>in commercial or mixed-use zones</u> near major transit	

	investment corridors.	
(L) Preserve existing moderate-income housing.	<p><u>Strategy K (formerly strategy L) was not included in the 2022 MIH Annual Report as the updated wording from HB 462 added specificity that was not found in 2019:</u></p> <p><u>(K) Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program or establishing a housing loss mitigation fund.</u></p>	Not applicable.

Deficiency no. 2. – DWS initially indicated that Bountiful City had to select and adopt a minimum of five (5) strategies based on their interpretation of municipalities with a fixed guideway transit station.

- Deficiency corrective action: None. After following up with DWS it was re-determined that the City is required to provide a minimum of three (3) strategies instead of five (5) as DWS recognized a mis-interpretation was made on their end regarding State Code.

Deficiency no. 3. – Bountiful City did not include the City’s specific benchmarks, measures, and timelines in the moderate income housing plan, which are requirements of the 2022 submitted reports.

- Deficiency corrective action: The City must update the Housing Element of the General Plan to identify actionable and specific benchmarks and timelines for the adopted strategies to support implementation.

**Department Review**

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

**Significant Impacts**

Failure to cure the deficiencies by February 16, 2023, will make the City ineligible for Utah Department of Transportation (UDOT) Transportation Investment Fund of 2005, including the Transit Transportation Investment funding and the Governor’s Office of Planning and Budget (GOPB) Covid-19 Local Assistance Matching Grant for the 2024 fiscal year.

The City expects the current Comprehensive General Plan consultant to provide an update to this housing element as part of their contract as the City with their assistance started the 2023 Comprehensive General Plan Update which does include a Housing Element/Moderate Income Housing Plan. This update allows the City to be in full compliance with current State Code.

**Recommendation**

Staff recommends that the City Council review the Moderate Income Housing Plan Update, hold a public hearing, and adopt it.

**Attachments**

1. Resolution No. 2023-01
2. Moderate Income Housing Plan 2023



# BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2023-01

**MAYOR**  
Kendalyn Harris

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

**CITY MANAGER**  
Gary R. Hill

**A RESOLUTION AMENDING THE MODERATE INCOME HOUSING PLAN OF THE CITY'S COMPREHENSIVE GENERAL PLAN, BY ADOPTING THE "MODERATE INCOME HOUSING PLAN ELEMENT 2023" AS PART OF THE COMPREHENSIVE GENERAL PLAN OF BOUNTIFUL CITY FULLY REPLACING THE 2000 MODERATE INCOME HOUSING PLAN.**

**WHEREAS**, the Municipal Land Use, Development, and Management Act (Utah Code 10-9a-101 et seq.) (the "Act") requires each specified municipality in the State of Utah to include a Moderate Income Housing Element in its General Plan; and,

**WHEREAS**, the City on September 6, 2000, adopted the "Bountiful City General Plan 2000," including a moderate income housing plan; and,

**WHEREAS**, the City initiated a review of the Moderate Income Housing Element of its General Plan as part of an amendment to the General Plan; and,

**WHEREAS**, the Planning Commission addressed the proposed comprehensive amendment to the General Plan during its regularly scheduled meeting held on January 17, 2023; and,

**WHEREAS**, the Planning Commission posted notice of a public hearing regarding the proposed amendment to be held on January 17, 2023, and held that public hearing regarding the proposed amendment on January 17, 2023; and,

**WHEREAS**, the Planning Commission upon receiving and carefully reviewing the input, documents, and testimony from the public did prepare its final recommendation regarding the proposed amendment to the City General Plan; and,

**WHEREAS**, the City Council has received and carefully reviewed the final recommendation from the Planning Commission regarding the proposed amendment, the minutes from the Planning Commission meetings and public hearing regarding the proposed amendment to the City General Plan; and,

**WHEREAS**, the City Council finds the proposed amendment to the City General Plan contains all elements mandated by the Utah Code and has been updated to meet current and future moderate income housing needs of the City; and

**WHEREAS,** The City Council finds the proposed amendment to the General Plan is in the best interest of the health, safety, and welfare of the residents of the City, considering all factors;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BOUNTIFUL CITY, STATE OF UTAH AS FOLLOWS:**

**Section 1. Adoption of the updated Moderate Income Housing Plan Element, part of the City’s Comprehensive General Plan.** The City Council hereby adopts the Moderate Income Housing Plan Element.

**Section 2. Severability Clause.** If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution, and all sections, parts and provisions of this resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF BOUNTIFUL CITY, STATE OF UTAH, ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**Kendalyn Harris, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shawna Andrus, City Recorder**

# **Draft - Bountiful Moderate Income Housing Plan** **Element**

## **Introduction**

The City of Bountiful has made efforts throughout its history to encourage the construction of moderately priced housing through zoning policy. From the early 1940's, when Bountiful adopted its first zoning ordinance, through the 1960's, most of Bountiful was zoned for smaller single-family lots and duplexes. While many dwellings can be considered moderately priced by today's standards, during the 1970s and 1980s rapid growth and a strong housing demand for higher end, luxurious housing combined to make land and construction costs very high in Bountiful. This had an effect on the used housing market by causing a rise in prices. Today, Bountiful City has no further land for expansion, making it more and more difficult to construct new subdivisions with adequate numbers of moderate-income housing units. The purpose of this housing plan is to help provide the means necessary for moderate-income families to live in the city where possible.

## **Purpose**

This housing plan has been developed in accordance with Section 10-9-307 of Utah Code. It represents Bountiful City's plan for addressing the housing needs. It has been developed in accordance with local planning policies and will be integrated with other planning elements of the Comprehensive General Plan to ensure consistency.

This plan will address the current housing available in the city and evaluate compliance with affordable housing guidelines as set forth in Section 10-9a-403 of the Utah State Code.

## **Bountiful Demographics**

2021 American Community Survey (ACS):

<b>Population by tenure</b>	<b>2021 ACS</b>
Total Population*	45,496
Total Population in occupied housing units†	45,124
Total Population in owner-occupied housing†	34,979 (78%)
Total Population in renter-occupied housing†	10,145 (22%)

\*Source: US Census Bureau. Table B01003: TOTAL POPULATION. American Community Survey.

†Source: US Census Bureau. Table B25008: TOTAL POPULATION IN OCCUPIED HOUSING UNITS BY TENURE. American Community Survey.

<b>Supply of housing units by structure type</b>	<b>2021 ACS</b>
Total Housing Units*	15,457
Total occupied units†	14,514
Owner-occupied units†	10,815
1 unit, detached	9,722
1 unit, attached	710
2 units	28
3 or more units	355
Renter-occupied units†	3,699
1 unit, detached	798
1 unit, attached	288
2 units	372
3 or more units	2,241

\*Source: US Census Bureau. Table B25001: HOUSING UNITS. American Community Survey.

†Source: US Census Bureau. Table B25008: TENURE BY UNITS IN STRUCTURE. American Community Survey.

<b>Housing occupancy</b>	<b>2021 ACS</b>
Total households in occupied units*	14,514
Total households in owner occupied units*	10,815
With a Mortgage†	7,209
Without a Mortgage†	3,606
Total households in renter occupied units*	3,699

\*Source: US Census Bureau. Table B25003: TENURE. American Community Survey.

†Source: US Census Bureau. Table B25081: MORTGAGE STATUS. American Community Survey.

<b>Housing vacancy</b>	<b>2021 ACS</b>
Total vacant units	973
For rent	226
Rented, not occupied	58
For sale only	23
Sold, not occupied	31
For seasonal, recreational, or occasional use	49
For migrant workers	0
Other vacant	556

Source: US Census Bureau. Table B25004: VACANCY STATUS. American Community Survey.

<b>Average household size</b>	<b>2021 ACS</b>
Average household size	3.11
Average owner household size	3.23
Average renter household size	2.74

Source: US Census Bureau. Table B25010: AVERAGE HOUSEHOLD SIZE OF OCCUPIED HOUSING UNITS BY TENURE. American Community Survey.

Monthly housing costs	2021 ACS
Total owner-occupied housing unit costs*	\$1,197
Housing units with a mortgage*	\$1,697
Housing units without a mortgage (dollars)*	\$538
Median gross rent†	\$1,221

\*Source: US Census Bureau. Table B25088: MEDIAN SELECTED MONTHLY OWNER COSTS (DOLLARS) BY MORTGAGE STATUS. American Community Survey.

†Source: US Census Bureau. Table B25064: MEDIAN GROSS RENT (DOLLARS). American Community Survey.

Comprehensive Housing Affordability Strategy ("CHAS") data (2015-2019 ACS) compiled and analyzed by US Department of Housing and Urban Development (HUD).

HAMFI is the HUD Area Median Family Income, which is the median family income calculated by HUD for each jurisdiction, in order to determine Fair Market Rents (FMRs) and income limits for HUD programs.

Income Distribution Overview	Owner	Renter	Total
Household Income <= 30% HAMFI	485	620	1,105
Household Income >30% to <=50% HAMFI	790	580	1,370
Household Income >50% to <=80% HAMFI	1,820	1,080	2,900
Household Income >80% to <=100% HAMFI	1,575	555	2,130
Household Income >100% HAMFI	6,135	740	6,875
Total	10,805	3,575	14,380

Housing Problems Overview 1	Owner	Renter	Total
Household has at least 1 of 4 Housing Problems	1,765	1,515	3,280
Household has none of 4 Housing Problems OR cost burden not available no other problems	9,040	2,060	11,100
Total	10,805	3,575	14,380

Severe Housing Problems Overview 2	Owner	Renter	Total
Household has at least 1 of 4 Severe Housing Problems	680	820	1,500
Household has none of 4 Severe Housing Problems OR cost burden not available no other problems	10,125	2,760	12,885
Total	10,805	3,575	14,380

Housing Cost Burden Overview 3	Owner	Renter	Total
Cost Burden <=30%	9,100	2,135	11,235
Cost Burden >30% to <=50%	1,110	790	1,900
Cost Burden >50%	560	555	1,115
Cost Burden not available	30	90	120
Total	10,805	3,575	14,380



Income by Housing Problems (Owners and Renters)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems OR cost burden not available no other problems	Total
Household Income <= 30% HAMFI	855	260	1,105
Household Income >30% to <=50% HAMFI	885	480	1,370
Household Income >50% to <=80% HAMFI	910	1,990	2,900
Household Income >80% to <=100% HAMFI	310	1,815	2,130
Household Income >100% HAMFI	320	6,555	6,875
Total	3,280	11,100	14,380

Income by Housing Problems (Renters only)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems OR cost burden not available no other problems	Total
Household Income <= 30% HAMFI	460	165	620
Household Income >30% to <=50% HAMFI	500	80	580
Household Income >50% to <=80% HAMFI	410	670	1,080
Household Income >80% to <=100% HAMFI	105	445	555
Household Income >100% HAMFI	40	700	740
Total	1,515	2,060	3,575

Income by Housing Problems (Owners only)	Household has at least 1 of 4 Housing Problems	Household has none of 4 Housing Problems OR cost burden not available no other problems	Total
Household Income <= 30% HAMFI	395	95	485
Household Income >30% to <=50% HAMFI	385	400	790
Household Income >50% to <=80% HAMFI	500	1,320	1,820
Household Income >80% to <=100% HAMFI	205	1,370	1,575
Household Income >100% HAMFI	280	5,855	6,135
Total	1,765	9,040	10,805

Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	850	700	1,105
Household Income >30% to <=50% HAMFI	870	235	1,370
Household Income >50% to <=80% HAMFI	770	140	2,900
Household Income >80% to <=100% HAMFI	260	30	2,130
Household Income >100% HAMFI	265	10	6,875
Total	3,015	1,115	14,380

Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	455	400	620
Household Income >30% to <=50% HAMFI	495	80	580
Household Income >50% to <=80% HAMFI	295	55	1,080
Household Income >80% to <=100% HAMFI	70	20	555
Household Income >100% HAMFI	30	0	740
Total	1,345	555	3,575

Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total
Household Income <= 30% HAMFI	395	300	485
Household Income >30% to <=50% HAMFI	375	155	790
Household Income >50% to <=80% HAMFI	475	85	1,820
Household Income >80% to <=100% HAMFI	190	10	1,575
Household Income >100% HAMFI	235	10	6,135
Total	1,670	560	10,805

1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.
2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

### **Existing Conditions**

The Area Median Income (AMI) for Bountiful based on the 2017-2021 U.S. Census estimate is \$89,365. Moderate income is defined as 80% of the median County income. Using Census data for Davis County and the state law definitions, the actual AMI is \$92,765; therefore, the 80% moderate income threshold is \$74,212 for Bountiful.

Owner-occupied units are estimated at 10,815 (74.5% of total occupied units) with average mortgage payments of \$1,697. Renter-occupied units are estimated at 3,699 (25.4% of total occupied units) with average mortgage payments of \$1,221. The number of owner and renter occupied units has remained steady based on past projections; however, the average mortgage payment has increased by \$117 and average rents by \$262 based on census data using the 2017 ACS.

With data available from 2005 to 2012, the table below shows a peak in residential construction in 2007 followed by a rapid decline due to the Great Recession. Construction of new dwellings in Bountiful has since trended upward, with a distinct trend toward multi-family units.

<i>Year</i>	<i>Single-Family Units</i>	<i>Duplex Dwellings</i>	<i>Multi-Family Units</i>	<i>Total Constructed Units</i>
2021	35	2	42	79
2020	19	4	26	49
2019	11	0	0	11
2018	18	0	79	97
2017	20	2	25	47
2016	32	2	0	34
2015	31	2	53	86
2014	41	0	24	65
2013	48	0	49	97
2012	33	0	9	42
2011	13	0	84	97
2010	12	4	14	30
2009	4	0	19	23
2008	27	0	12	39
2007	46	0	217	263
2006	67	0	34	101
2005	95	2	42	139
<b>TOTAL</b>	<b>552</b>	<b>18</b>	<b>729</b>	<b>1,299</b>

Affordability Analysis

1. Household Income

The average household size in Bountiful is 3.11 persons in 2021 which shows a significant increase from years past from 2.99 in 2013, increasing gradually to 3.07 in 2020. Average income is \$89,365 (\$65,050 in 2013 increasing gradually to \$83,660 in 2020) but the actual affordable housing emphasis is for persons and families with incomes less than \$74,212 (80% of Davis County AMI).

2. Housing Affordability

The median value of an owner-occupied housing unit in Bountiful, based on the 2017-2021 US Census (ACS) is \$375,100 and in Davis County is \$351,400.

Online real estate sources for Bountiful report housing prices in November 2022 at \$562,823 with a 1-year value change of +4.8%). Housing is considered affordable when no more than thirty percent (30%) of the gross monthly income is used to pay for housing costs including utilities.

## **Tools and Implementation Strategies**

The above analysis demonstrates that there is reduced opportunity for moderate-income households to obtain quality housing in the city, as compared to prior years. The available affordable housing comes mainly in the form of smaller single-family dwelling units, multi-family units, and accessory dwelling units. It is important for Bountiful to consider a variety of housing types in the future to be able to meet the needs of a variety of residents, often referred to as life cycle housing.

### **Goals**

The following are the goals of this housing plan:

1. Meet the needs of as many people as possible who desire to live in Bountiful.
2. Allow all residents to benefit from and to fully participate in all aspects of neighborhood and community life.
3. Preserve areas/neighborhoods where affordable housing already exists in order to provide for moderate-income housing to meet existing and anticipated future needs.
4. Encourage a full range of housing choices, conveniently located in a suitable living environment, for all incomes, ages and family sizes.
5. Encourage and maintain a positive neighborhood identity and image.
6. Encourage neighborhood conservation by giving preference to the renovation and rehabilitation of existing dwelling units, particularly single-family units, over the infill construction of new buildings.
7. Encourage the development of vacant lots and the redevelopment of non-contributing buildings with structures of compatible design and character.
8. Encourage the replacement of or adaptive reuse of vacant structures in multiple-family and mixed-use zones.
9. Determine how the jurisdiction will provide realistic opportunity to meet the need for additional moderate income housing within the next five years.
10. Receive consideration for funding of projects based on compliance with the moderate income housing requirement.

During the last several years, the Utah State Legislature has worked with municipalities and counties to address housing needs through required strategies intended to provide more affordable housing within communities. A Moderate Income Housing Plan (MIHP) is required by the State as part of UCA 10-9a-403. The most recent changes outline twenty-four (24) strategies that can help to address the current housing crisis. Of those strategies, Bountiful is required to select at least three (3) and devise an implementation timeline to accomplish each strategy. The strategies are intended to help provide moderate income housing for those persons/families making less than 80% of the AMI, based on average incomes in the County.

## Moderate Income Housing Strategies

### Strategy 1: create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones

- Implementation:

In 2018, Bountiful City removed a restriction that ADUs could only be rented to family members. The ordinance effectively allowed ADUs in all single-family zones in Bountiful. In 2019, an ordinance was passed removing a size limitation for internal ADUs. In 2021, the code was amended to make internal ADUs an allowed use (consistent with State Code).

Bountiful will continue to promote the establishment of accessory dwelling units, such as basement apartments and detached accessory structures to increase the supply of affordable rental units and assist cost burdened by homeowners. This can be accomplished by creating and maintaining an ADU webpage and placing an article on the City's printed newsletter every March and September.

- Timing:

- By March 2023 dedicate an ADU webpage with policies, codes, links, etc.
- ADU education article printed on the City's newsletter twice a year, every March and September.

### Strategy 2: zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers

- Implementation:

In 2018 Bountiful's Downtown Zone was amended to allow increased densities by adopting increased building heights, decreasing the minimum lot sizes, and removing the density maximum, allowing for development of higher-density multi-family housing on properties where that previously would have not been possible. Several mixed use and multifamily developments have occurred in the area since the adoption of the zone.

By the end of 2023 the City will have an updated Future Land Use Map in conjunction with the Comprehensive General Plan Update currently taking place where the City will implement this strategy. Once the General Plan Update is adopted with its corresponding Future Land Use Map the City will analyze the Zoning Map on an annual basis.

- Timing:

- Update the City's Future Land Use Map by end of 2023.
- Once the Future Land Use (Comprehensive General Plan Update) is adopted, establish an annual schedule to review the Zoning Map for compliance with the General Plan strategies.

**Strategy 3: amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors**

- **Implementation:**  
Promote the establishment of moderate income housing within Main Street Plat A, Renaissance Towne Center (RTC), Hospital District, and any other applicable districts, by creating a development inventory. Analyze existing uses, current densities, development parameters, etc. in these districts to identify trends to further enhance codes and policies to create moderate income housing opportunities. The districts may include Main Street Plat A, Hospital District, and Renaissance Towne Center.
- **Timing:**
  - By the end of each calendar year, complete a district inventory:
  - Starting in 2025, evaluate findings, challenges, opportunities identified within a district inventory compared to possible land use regulation amendments annually.
- The City continues to plan for multi-family residential along transit corridors including the South Davis Bus Rapid Transit corridor. Zone changes along this corridor have been approved allowing high density residential development and projects incorporating high density housing have recently received approval in these areas. The City has provided low interest loans to developers in order to support these projects.

**Additional Strategy: Preserve existing Moderate Income Housing.**

Bountiful City ordinances allow flexibility in remodeling and upgrading dwellings built prior to 1965 that did not meet current setback requirements and/or that did not have an attached two (2) car garage. Over 65% of single-family dwellings in Bountiful were constructed before 1980. The goal of this strategy is for the primary preservation of these existing, affordable housing dwellings. The City also in 2017/2018 recently adopted changes to parking and driveway standards in order to help these older affordable units to respond to changes in automobile ownership in the past decades. The City also allows for legal non-conforming duplexes in single family zones as a permitted use, thus allowing the preservation, upgrading, and refinancing of these units.

The City does not currently have any municipally sponsored programs subsidizing affordable housing, but there are a number of state and federally subsidized units in Bountiful City. The City currently has a total of seventeen (17) units subsidized by the Olene Walker Housing Loan Fund and an additional 167 units subsidized by the Low Income Housing Tax Credit program. In 2018 the City reported 87 units which received Section 8 vouchers. The Bountiful City Redevelopment Area (RDA) does not include a housing set-aside because the RDA was approved prior to this requirement being adopted into State law. The City has provided assistance in the form of low interest loans to mixed use developments containing multi-family residential units within the RDA boundaries.

**Note: This additional strategy is not intended to comply with Utah Code Annotated 10-9a-403(2)(b).**

### **Housing Resources**

There are a variety of housing programs available to help maintain and increase the City’s affordability. These programs, listed below, are encouraged for use by residents.

- Home Investment Partnerships Program
  - The HOME Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households. HOME funds are awarded annually as formula grants to participating jurisdictions (PJs). The program’s flexibility allows states and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits.
  - [https://www.hud.gov/program\\_offices/comm\\_planning/home](https://www.hud.gov/program_offices/comm_planning/home)
- Title 1 Property Improvements Loans
  - HUD insures private lenders against loss on property improvement loans they make. The applicant must have the ability to repay the loan in regular monthly payments. Both large and small improvements can be financed. HUD does not lend money for property improvements. Property Improvement loans may be used to finance alterations, repairs and improvements for a home, including a manufactured home, which has been occupied at least 90 days, a nonresidential purpose, or to finance the construction of a new exclusively nonresidential structure.
  - [https://www.hud.gov/program\\_offices/housing/sfh/title/ti\\_about](https://www.hud.gov/program_offices/housing/sfh/title/ti_about)
- HUD’s Section 203(K) Loan Program
  - A home that needs repair or finance needed repairs to your current home, the Section 203(k) loan program by the U.S. Department of Housing and Urban Development (HUD) may be a good option for you. This program allows you to finance the purchase of a house—or refinance your current mortgage—and include the cost of its repairs through a single mortgage. The Section 203(k) loan program is HUD’s primary program for the rehabilitation and repair of single-family properties. Section 203(k) loans are provided through HUD-approved mortgage lenders nationwide and insured by the Federal Housing Administration (FHA), which is part of HUD. “Section 203(k)” refers to the law, part of the National Housing Act, which allows FHA to make this mortgage insurance available. The loans are beneficial for low- and moderate-income individuals or

families since the loan down payment can be as little as 3 percent. While individuals, local governments, and non-profit organizations may participate as borrowers in the program, the property must be used as a principal residence by an individual or family.

- <https://www.hud.gov/sites/documents/2005-09FHA.PDF>
- Utah Assistive Technology Foundation (UTAF)
  - UTAF provides assistive devices and services, including home modifications to those who are disabled. The goal of UAFT is to assist those who are disabled in Utah to enhance their independence, education, employment, and quality of life. Zions Bank provides zero interest loans for all approved UATF projects.
  - <https://www.usu.edu/uatp/index>
- Section 2 Supportive Housing for the Elderly Program
  - HUD provides capital advances to finance the construction, rehabilitation or acquisition with or without rehabilitation of structures that will serve as supportive housing for very low-income elderly persons, including the frail elderly, and provides rent subsidies for the projects to help make them affordable.
  - [https://www.hud.gov/program\\_offices/housing/mfh/progdesc/eld202](https://www.hud.gov/program_offices/housing/mfh/progdesc/eld202)
- Community Development Corporation of Utah (CDCU)
  - The organization has built or rehabilitated over 400 homes throughout Utah. By forging a unique partnership with the US Department of Housing and Urban Development (HUD), we have become one of only five organizations in the nation to administer the Asset Control Area (ACA) program. Through ACA, they purchase all HUD-foreclosed homes that fall in critical revitalization areas in Salt Lake and parts of Davis County. They then rehabilitate the homes and resell them at or below market value to income-eligible families. To date, they have rehabilitated more than 100 of these homes, and they have helped more than 4000 families in over 125 Utah communities become homeowners.
  - <https://cdcutah.org/>
- Habitat for Humanity
  - Habitat for Humanity provides housing for people who are inadequately housed and who lack the resources to improve their situation through conventional means. Habitat does not charge interest on the loans, and the monthly mortgage payments are lower than standard mortgage loans.
  - <https://www.habitat.org/>
- Utah Housing Corporation
  - Utah Housing Corporation was created in 1975 by Utah legislation to serve a public purpose in creating an adequate supply of money with which mortgage



loans at reasonable interest rates could be made to help provide affordable housing for low and moderate income persons.

- <https://utahhousingcorp.org/>
- Low Income Housing Tax Credits (LIHTC)
  - The LIHTC program is the most important resource for creating affordable housing in the United States today. Created by the Tax Reform Act of 1986, the LIHTC program gives State and local LIHTC-allocating agencies the equivalent of approximately \$8 billion in annual budget authority to issue tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.
  - HUD collects LIHTC data at the property level and the tenant level. HUD's property database includes information on the size, unit mix, and location of individual projects. HUD's collects of tenant information includes demographic and economic characteristics of households residing in LIHTC properties from state housing finance agencies that administer the LIHTC program. This page provides access to the property and tenant level data and also to data on Qualified Census Tracts and Difficult Development Areas designated by HUD.
  - <https://www.huduser.gov/portal/datasets/lihtc.html>
- Olene Walker Housing Loan Fund
  - The Olene Walker Housing Loan Fund (OWHLF) supports quality affordable housing options that meet the needs of Utah's individuals and families. We develop housing that is affordable for very low-income, low-income and moderate-income persons as defined by the Department of Housing and Urban Development (HUD). HUD updates program rent and income limits annually.
  - <https://jobs.utah.gov/housing/affordable/owhlf/index.html>

**THIRD AMENDMENT TO  
SITE LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO SITE LEASE AGREEMENT** (the “**Third Amendment**”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between BOUNTIFUL CITY CORPORATION (hereinafter referred to as “**Landlord**”) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney in Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as “**Tenant**”).

**RECITALS**

**WHEREAS**, Landlord and Western PCS II Corporation, a Delaware corporation (“**Original Tenant**”) entered into a Site Lease Agreement dated January 8, 1997 (the “**Lease**”), whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the “**Premises**”), all located within certain real property owned by Landlord (“**Landlord’s Property**”); and

**WHEREAS**, the Landlord and VoiceStream PCS II Corporation, successor in interest to Original Tenant, entered into that certain Amendment to the Site Lease Agreement dated August 26, 2003 (“**First Amendment**”); and

**WHEREAS**, Landlord and Tenant entered into that certain Second Amendment to Site Lease Agreement dated December 11, 2018 (“**Second Amendment**”), a memorandum of which was recorded in the official records of Davis County, Utah (“**Official Records**”) on January 8, 2019 as Instrument No. E 3137319, Book 7174 Pages 156-160 (hereinafter the Lease and all subsequent amendments are collectively referred to as the “**Agreement**”); and

**WHEREAS**, Landlord and Tenant desire to expand the size of the Premises; and

**WHEREAS**, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Additional Lease Area. The existing Premises is hereby expanded in size to include additional space, which consists of a four hundred and fifty one (451) square foot parcel of real property adjacent to the existing Premises at a location more particularly described on Exhibit B-1 attached hereto and shown on the Site Plan attached hereto as Exhibit B-2 (the “**Additional Lease Area**”). The Premises, as expanded, is described on Exhibit B-3 attached hereto. Notwithstanding anything to the contrary in this Third Amendment, Tenant is not relinquishing any rights to any lease area, access easements, and/or utility easements that it possesses prior to the date of this Third Amendment. In the event the location of any of Tenant’s

or its sublessees' existing improvements, utilities, and/or access routes are not depicted or described on the Site Plan and/or legal descriptions, Tenant's leasehold rights and access and utility easement rights over such areas shall remain in full force and effect and the Premises shall be deemed to include such areas.

3. Additional Rent. In consideration of the lease of the Additional Lease Area, Tenant shall pay to Landlord the amount of Five Hundred and 00/100 Dollars (\$500.00) per month beginning upon the commencement of installation of improvements within the Additional Lease Area ("**Additional Rent Commencement Date**") and continuing thereafter until the earlier of (i) the expiration of the Lease Term; or (ii) the "Return of the Additional Lease Area" as set forth below. The Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the monthly Rent set forth in the Agreement, as amended, for so long as such Additional Rent is payable to Landlord as set forth herein. Commencing on January 1, 2024, the Additional Rent shall escalate upon the same terms and at the same time as the monthly rent.

4. Right to Return the Additional Lease Area. Tenant shall have the option, upon thirty (30) days prior written notice to Landlord, in its sole and absolute discretion, to return the Additional Lease Area to the Landlord and to terminate the lease of the same by removing all improvements from the Additional Lease Area and returning same to its condition as of the Effective Date, ordinary wear and tear excepted (the "**Return of the Additional Lease Area**"). Effective upon removal of all improvements from the Additional Lease Area, the Additional Rent shall cease and will no longer be due or payable.

5. Interference with Water Tank. Tenant shall not interfere with the existing water tank or any associated infrastructure on Landlord's Property. Tenant shall take all necessary measures not to operate any equipment, drive, park, or place vehicles or equipment on or across the water tank. Tenant shall notify Landlord as soon as possible upon any damage to the water tank or associated infrastructure caused by Tenant. In the event of any damage to the water tank or any associated infrastructure of the water tank, caused by Tenant, requiring maintenance, repairs or replacement of the water tank, the parties shall cooperate to relocate any portion of Tenant's equipment and improvements interfering with such work, to the extent possible and to a location agreed upon by Tenant and Landlord, at Tenant's expense. In the event a substantial portion of the Premises is affected by any maintenance, repairs or replacement of the water tank, as a result of damage to the water tank or any associated infrastructure of the water tank, caused by Tenant, Landlord shall permit Tenant to place a temporarily facility on Landlord's Property, in a location agreed upon by the parties, so as to not interfere with Tenant's operations.

6. Generator. In the event Tenant shall install a generator on the Premises, as expanded, Tenant shall install such equipment with double wall steel tanks so as to prevent leaks or ruptures of the equipment.

7. Counterparts. This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Third Amendment that is inconsistent with this Third Amendment is hereby amended to be consistent.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

**LANDLORD:**

BOUNTIFUL CITY CORPORATION

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

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

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

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

**TENANT:**

T-MOBILE WEST TOWER LLC,  
a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

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

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

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

**EXHIBIT B-1**  
**(Description of the Additional Lease Area)**

**EXHIBIT B-2**  
**(Site Plan/Survey of the Premises, as expanded)**  
**(See Attached)**





**EXHIBIT B-3**  
**(Description of the Premises, as expanded)**



# City Council Staff Report



**Subject:** Third Amendment to Site Lease Agreement  
T-Mobile West Tower LLC and CCTMO LLC,  
as attorney-in-fact  
**Author:** Clinton Drake  
**Dept:** Legal  
**Date:** January 24, 2023

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## **Background**

This is the same staff report that was presented to and approved by the City Council on August 23, 2022. After approval the T-Mobile legal counsel requested a different format and made two minor changes. The changes are a small change in the description, added an exhibit and removed some wording requiring a secondary containment vessel because T-Mobile provided information sufficient to satisfy the City Engineer's concerns about possible leaks. The remainder of the agreement is the same and the remainder of the staff report is identical to the staff report submitted in August.

Bountiful City leases ground to T-Mobile West Tower LLC, for a cell tower site located at approximately 1487 Maple Hills Drive. The cell tower site is the location of the City's Upper Williams Reservoir. The cell tower has been there for approximately 25 years. T-Mobile manages the site through CCTMO LLC, its attorney-in-fact. CCTMO, has requested to lease an additional 451 square feet of ground space for AT&T to install new equipment on and support equipment near the tower.

## **Analysis**

The proposed area to be leased is an excellent site for communication equipment because it is located in an unused area of the Upper Williams Reservoir site and takes advantage of an already existing tower. All terms of the original agreement and subsequent amendments will remain with the proposed Third Amendment changes summarized as follows:

- Description of lease area and equipment to be installed.
- Additional rent amount of \$500/month (\$6,000/year).
- An annual rent rate increase of 4 percent.
- If equipment needs to be moved, it will be at the Lessee's expense. If City infrastructure is damaged, Lessee will pay for costs to repair or replace.
- The generator will include a secondary containment vessel and Lessee will take reasonable measures to mitigate any noise originating from the generator.

Approving the Amendment will provide better cellular and data services to residents and provide additional revenue to the City.

**Department Review**

This Staff Report was prepared by the City Attorney.

**Significant Impacts**

There are no significant impacts.

**Recommendation**

It is recommended that the City Council approve the Third Amendment to Site Lease Agreement with T-Mobile and CCTMO as attorney-in-fact.

**Attachments**

Amendment to Lease Agreement

**THIRD AMENDMENT TO  
SITE LEASE AGREEMENT**

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**RECITALS**

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**WHEREAS**, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

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*[Signature pages follow]*

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**LANDLORD:**

BOUNTIFUL CITY CORPORATION

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

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

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

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a Delaware limited liability company

By: CCTMO LLC,  
a Delaware limited liability company  
Its: Attorney in Fact

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

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

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

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**EXHIBIT B-2**  
**(Site Plan/Survey of the Premises, as expanded)**  
**(See Attached)**



**EXHIBIT B-3**  
**(Description of the Premises, as expanded)**



# BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2023-03

**MAYOR**  
Kendalyn Harris  
**CITY COUNCIL**  
Kate Bradshaw  
Millie Segura Bahr  
Jesse Bell  
Richard Higginson  
Cecilee Price-Huish  
**CITY MANAGER**  
Gary R. Hill

### **A RESOLUTION ALLOWING THE BOUNTIFUL CITY MAYOR AND CITY COUNCIL TO ELECTRONICALLY ATTEND AND PARTICIPATE IN ALL CITY COUNCIL MEETINGS AS NECESSARY FOR THE CALENDAR YEAR 2023**

WHEREAS, Utah Code Annotated §52-4-207 prohibits a public body from holding an electronic meeting unless the public body has adopted a resolution, rule of ordinance governing the use of electronic meetings; and

WHEREAS, from time to time and for various reasons, the Mayor and/or City Council Members may not be able to physically attend a City Council meeting; and

WHEREAS, members of the Council have expressed a desire to allow the Mayor or Councilmember that isn't able to physically attend a City Council meeting to attend electronically, and

WHEREAS, the Council has determined that allowing for Mayor and Council electronic participation at Council meetings is important and necessary to conducting the public's business, and

WHEREAS, the Council finds that it is in the best interests of the City to authorize the Mayor and Council to electronically attend City Council meetings via telephone or other electronic means.

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

**Section 1. Authorization.** The Bountiful City Mayor and City Councilmembers are hereby authorized to attend all Bountiful City Council meetings for the calendar year 2023 via telephone or other electronic means as allowed by Utah law.

**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 24<sup>TH</sup> DAY  
JANUARY, 2023.**

\_\_\_\_\_  
Kendalyn Harris, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder