

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, October 26, 2021

5:30 – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **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

5:30 p.m. – Work Session

1. Mural art proposal – Ms. Rebecca Hatch p. 3
2. Bird scooter discussion – Mr. Francisco Astorga p. 7
3. UTA presentation on BRT and micro transit – Ms. Beth Holbrook p. 21

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meetings held on September 28 and October 12, 2021 p. 23
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid September 27, October 4 & 11, 2021 p. 33
 - b. August 2021 financial report p. 37
7. Consider approval of Resolution 2021-21 adopting an Interlocal Agreement for School Resource Officers in Davis School District schools located within Bountiful – Chief Ed Biehler p. 51
8. Consider approval of the purchase of HP nimble storage equipment from Net Wize for police video expansion in the amount of \$21,418 – Mr. Alan West p. 69
9. Consider approval of Ordinance 2021-10 amending the Land Use Code of Bountiful City related to accessory dwelling units (ADUs) – Mr. Francisco Astorga p. 71
 - a. Public Hearing
 - b. Action
10. Consider approval of an easement release at 114 South Bountiful Blvd and authorizing the Mayor to sign the Release of Easement document – Mr. Lloyd Cheney p. 91
11. 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. 99
12. Consider approval of Ordinance 2021-11 adopting and amending the consolidated fee schedule as it pertains to certain rates for Bountiful City Light & Power – Mr. Allen Johnson p. 109
13. Consider approval of the quote from Integrated Power Services to remanufacture three thrust bearings for the Echo turbines in the amount of \$261,868 – Mr. Allen Johnson p. 111
14. Consider approval of Resolution 2021-19 adopting the One Utah Mutual Assistance Agreement and authorizing the Mayor to sign it on behalf of Bountiful City – Mr. Allen Johnson p. 115
15. Consider approval of Resolution 2021-22 which approves an interlocal cooperation agreement between Davis County cities and Davis County for a Utah Pollutant Discharge Elimination System General Permit – Mr. Clinton Drake p. 131
16. Adjourn to closed session to discuss the purchase, exchange or lease of real property, reasonably imminent litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).


City Recorder

City Council Staff Report

Subject: Mural Location Proposal
Author: Rebecca Hatch
Department: Executive
Date: October 26, 2021



Background

The Bountiful Davis Art Center was awarded a grant from a county program, Discover Davis, for a public exterior mural. With this grant, it is proposed by both the BDAC and City Staff to have the artwork completed on the north side of the building.

Analysis

The grant from Discover Davis should cover the entire cost of the project.

The proposed location along 100 N has two positive aspects: the mural location would be inviting & easily seen by the public, and because the location is north facing there is less direct sun light which limits sun damage to the paint and varnish to allow the mural to last longer.

There has been concerns shared in the past regarding the quality of mural art and perceived length of life. There are a few factors to consider to understand this process. Deterioration and fading are results of either pigment breakdown, binder breakdown, and/or varnish breakdown. To best combat these issues, the location must be properly prepared, cleaned and treated before painting, and correct mediums or paint must be used (it can't be just any outdoor house paint or craft acrylic). Also, the location of the mural should receive minimal direct sunlight. However, even when the artwork is prepared and intended to last years, it is expected that touch-ups may be necessary or potential new artwork/designs could be proposed over the years at the proposed location.

The BDAC team is prepared to send out a call for entries to artists for proposals and then will choose their top 5 (or so) entries. Their chosen entries will be shared with the Bountiful Public Art Advisory Board. After the Advisory Board discusses the proposed entries, the Board with City staff will prepare a recommendation of the top 1 or 2 proposals for the Council to approve.

Department Review

This report has been reviewed by the Executive Department, and Parks Director, and Planning Director.

Recommendation

It is recommended that you approve this location for a mural. It is also asked of Council to give any specific requirements the Council sees fit to ask of the artists in the Call for Entries as they prepare their proposals.

Significant Impacts

Your approval of this mural location should not result in any financial impacts or policies. It will invite the public to our Bountiful Davis Art Center and supports the Public Art Advisory’s Board’s intent to provide more public art for our city.

Attachments

Three photos to show the north side of the building, along 100 North.





City Council Staff Report



Subject: Bird Scooters Trial Period in Bountiful
Author: Francisco Astorga, AICP, Planning Director
Keaton Jones, Planning Assistant
Department: Planning
Date: October 26, 2021

Background

This is a follow up discussion from the September 14, 2021, work session meeting regarding the requested Bird Rides Inc.'s one-year trial period in Bountiful, consisting of 50-100 electric stand-up scooters. Details about the proposal are found in the September 14, 2021 [staff report](#) and [meeting minutes](#)

Analysis

During the September work session, Council had concerns about scooters on sidewalks, possible GPS accuracy problems, winter months usage and storage, and how other municipalities have changed the standard MOU. Bird provided the following comments/responses in italics:

1. Scooters on sidewalks.

Bird Response:

“Many cities will prefer riders to ride on the streets, as they place e-scooters and bikes in the same category. With that said, cities are not required to write this into their code or agreements with vendors. In each market, Bird will send messages to users via email and in-app communication reminding them to ride on the streets. You will also find a sticker on the vehicle that states, “No Sidewalk Riding.”

- *Bird is not operating in SLC at the moment because they're only allowing 2 companies. With that said, we've made significant investments into the surrounding SLC area in the form of offering transportation options in roughly 15 cities.”*

If the City decided to move forward with the request and felt concerns or unsafe about sidewalk usage, the City could enact new regulations prohibiting riding scooters on sidewalks. This would add a burden on police enforcement.

2. Possible GPS issues.

Bird Response:

“Each vehicle is equipped with GPS that allows us to pinpoint the exact location of each unit. This also enables us to deploy geo-fence or geo-speed technology where a vehicle will stop or slow down if it reaches a certain zone. Complex cities such as Berlin, Rome, Chicago, Madrid, New York City, etc. require that this technology is highly sophisticated, so I'm confident that if we can meet the needs of those cities, then we can do the same in Bountiful.”

3. Winter months usage and storage.

Bird response:

“In many of our markets, it's expected that vehicles are taken off the road if ridership is low or it's deemed dangerous to ride. What we suggest is that Bird has the discretion to deploy vehicles if it's a nice day in February. But, it's expected that there will be weeks, if not months, where vehicles will need to be stored.”

Bird indicated to staff that they are not likely to move forward with a trial period if Bountiful City requires a “hibernation” period, i.e., removing the scooters for a certain time frame during the winter months. Based on other MOUs/agreements provided to staff, see item 4 below, language is not provided therein supporting scooter removal during winter months.

4. How other municipalities have changed the standard MOU.

Bird reported that they are currently operating in Farmington, Kaysville, Syracuse, Midvale, Ogden, Millcreek, Kearns, Sandy, Eagle Mountain, and Orem, while in discussions with many more. Bird provided to the City the following documents:

- Farmington’s executed MOU, see attachment 2.
(no apparent changes to initial drafted Bountiful MOU)
- Syracuse’s executed MOU
(changes regarding local fleet manager contact, geo-fencing timing implementation, acknowledgement of possible subsequent law enforcement, timing of termination agreement).
- Midvale’s executed operating agreement, see attachment 3.
(business license required, added insurance requirements, and provides additional specificity).

According to Bird Rides Inc., Kaysville simply requested a business license and no other agreement.

Department Review

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

Significant Impacts

Whether scooters will impact the City in other ways remains to be seen. If not managed properly, scooters could clutter the City and impact pedestrian and/or vehicular movement in the City, especially during the winter months. There are no significant financial impacts given the requested one-year trial period with the ability by the City (and Bird Rides Inc.) to terminate at any time with a 30-day written notice.

Staff Recommendation

Given the concerns provided by Council during the September 14, 2021, work session, and the comments/response provided by Bird as outlined in this staff report, staff does not see this service being a great benefit to the residents of Bountiful and does not have a strong opinion

towards the proposal due to the identified potential impacts. The City Council could consider the following options:

- **Moving forward with the proposal.** If this option is selected, staff recommends that the City move forward with the requested trial period by authorizing the Mayor to execute a Memorandum of Understanding (MOU) in a form approved by the City Attorney, based on direction provided, for the deployment of stand-up electric scooters by Bird Rides Inc.
- **Request more information.**
- **Decline the request at this time.**

Attachments

1. Draft 2021-2022 Bird MOU
2. Farmington Bird MOU
3. Midvale Bird Operating Agreement

Memorandum of Understanding

The City of Bountiful will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until August 30, 2022 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems by Bird Rides, Inc. within Bountiful jurisdictional boundaries. This agreement does not grant Bird the exclusive right to operate electric scooter sharing systems within Bountiful City. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by Bountiful consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Bountiful (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. Bountiful expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. Bountiful's right to indemnification shall be contingent on City / County notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; City / County shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance:

Bird Rides, Inc. shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.

Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, employee. No owner or officer may be excluded.

General Liability Insurance: Commercial General Liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit.

Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with no less than \$3,000,000 limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).

Excess Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the Contractor purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

Additional Insured Endorsements: All policies of liability insurance required to be maintained by Bird Rides, Inc. shall be endorsed to name the City as additional insured.

10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement. Bird Rides, Inc. shall ensure that any

business logistics providers, contractors, subcontractors, or agents are covered by Bird Rides, Inc. own insurance policies or that they shall comply with all insurance and indemnification requirements, including naming Bountiful City as additional insured as outlined in this MOU.

14) This agreement shall be governed by and construed in accordance with the laws of Utah.

Bountiful, UT

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____


Memorandum of Understanding

The City of Farmington will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until May, 2022 unless terminated as set forth below.

AGREEMENT

- 1) **Scope:** This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within Farmington jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by Farmington consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) **Hours of operation:** Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) **Safety Education:** Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) **Data sharing:** Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) **Indemnification:** Bird Rides, Inc. agrees to indemnify, defend and hold harmless Farmington (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. Farmington expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement.

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9) Insurance: Bird Rides, Inc. shall provide Farmington with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City / County, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of Utah.

Farmington, UT

Bird Rides, Inc.

Signed By:

Signature: 
Print Name: BRIGHAM MELLOR
Title: SCAV DEV DIRECTOR

DocuSigned by:

Signature: 
Print Name: Austin Marshburn
Title: Head of City & University Partnerships

E-SCOOTER AGREEMENT WITH MIDVALE CITY

A. Denial, Revocation and Suspension.

The City may deny, revoke, or suspend a license granted under this chapter in accordance with the provisions of Chapter 5.04. In addition to other provisions in Chapter 5.04, the City may deny, suspend, or revoke any license for the following reasons:

1. Failure to provide the information requested or required by the City;
2. Operating or proposing to operate in a manner that endangers public health or safety;
3. Failure to comply with any provision of this Chapter (or successor provision or provisions) or any term or condition imposed on the licensee; or
4. Cancellation for any reason of any insurance policy issued to licensee. The license is automatically suspended. To reinstate the license, the licensee shall provide a new certificate and insurance policy to the City.

B. License Application.

2. An applicant must notify the business license division of any change in the information contained in the application. If the information includes an increase in the number of shared e-Scooters, any additional fees due must be submitted to the business license division simultaneously with the change in information.

C. Insurance.

1. A scooter-share operator must have and keep in full force and effect no less than the insurance coverage required by this section through a policy or policies written by an insurance company that:
 - I. Is authorized to do business in the State of Utah with a Bests' rating of no less than A-, IX;
 - II. Is acceptable to the City; and
 - III. Does not violate the ownership or operational control prohibition described in this section.
2. The insured provisions of the policy must name the City and its officials, officers, employees, and volunteers as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property because of, arising out of, or by reason of the operation of a scooter-share program.
3. The scooter-share operator's insurance coverage must be a primary insurance as respects to the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees or volunteers is in excess of the scooter-share operator's insurance and does not contribute with it.
4. A scooter-share operator must maintain the following insurance coverage dedicated exclusively for the operation of shared e-Scooters:

- I. Commercial general liability insurance coverage with a limit of \$1,000,000.00 each occurrence and \$5,000,000.00 aggregate;
 - II. Automobile insurance coverage with a limit of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate;
 - III. Umbrella or excess liability coverage with a limit of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate; and
 - IV. Workers' compensation coverage of no less than required by Utah law.
5. Insurance required under this section must:
- I. Include a cancellation provision in which the insurance company is required to notify the business license division in writing not fewer than 30 days before cancelling the insurance policy (for a reason other than non-payment) or before making a reduction in coverage;
 - II. Include a cancellation provision in which the insurance company is required to notify the business license division in writing not fewer than ten days before cancelling for nonpayment;
 - III. Cover all shared e-Scooters during the times that the shared e-Scooters are deployed or operating in furtherance of the scooter-share program;
 - IV. Include a provision requiring the insurance company to pay every covered claim on a first-dollar basis; and
 - V. Comply with all federal, state, and local laws.
6. If any insurance policy is cancelled for any reason, the license granted under this chapter is automatically suspended. To reinstate the license, the licensee shall provide a new certificate and policy of insurance to the City.
7. No person who has a 20 percent or greater ownership interest in the scooter share program may have an interest in the insurance company.
8. A scooter-share operator may not be self-insured.
9. Proof of the insurance coverage required in this section must be on file with and approved by the City prior to issuance of a license to operate and must remain in effect during the term of the license and any renewal of the license.

D. Indemnification.

1. To the fullest extent permitted by law, a scooter-share operator indemnifies, holds harmless, and defends the City and its officials, officers, employees, volunteers, and other representatives, individually and collectively, from and against any and all actions, claims, demands, liability, liens, damages, losses, expenses, fees, fines, penalties, costs, including attorneys' fees, and suits of any kind and nature, including, but not limited to, personal or bodily injury, death and property damage made upon the City directly or indirectly arising out of, resulting from, or related to the City's issuance of a license, the decision to approve a scooter-share license, the process used by the City in making its decision to issue a license, the negligent or reckless operation of a scooter-share program, the negligent or reckless operation of shared e-Scooters, or the negligent, reckless, or intentional acts, errors or omissions of the scooter-share operator, its officers, employees, and agents.

2. If the City's tender of defense, based on this indemnity provision, is rejected by the scooter-share operator, and the scooter-share operator is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies the City may have, the scooter-share operator must pay the City's reasonable costs, expenses, and attorneys' fees incurred in providing such indemnification, defending itself, or enforcing this provision.

3. The indemnity in this section does not apply to any liability resulting from the City's negligence or willful misconduct. The City has the right, at its option, to participate in such defense, including retention of separate advisory legal counsel, without relieving the scooter-share operator of any of its obligations under this indemnity.

E. Limitations on City Liability

1. The City does not assume any liability whatsoever with respect to having issued a license under this chapter or otherwise approving the operation of any scooter-share program.

2. The City is not responsible to educate users on how to ride, safely operate, where and how to park, or use safety equipment.

3. The City is not responsible for providing security at any location where licensee's shared e-Scooters are stored, located, parked or abandoned by licensee or its users.

4. The City does not waive any immunity under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq., as amended.

F. Licensees' Responsibilities.

1. Be consistent with current industry standards for dockless e-scooters. Licensee shall comply with an e-Scooter standard or regulation enacted or adopted by the State of Utah or federal agency;

2. Be equipped with global positioning satellite ("GPS") systems and geofencing technology to prevent their use outside the permitted operating hours and to be remotely rendered inoperable if reported as damaged, defective, or otherwise unsafe;

3. Have a unique identification number prominently displayed and readily visible to riders, City employees and any member of the public;

4. Prominently display readily visible contact information, including toll-free phone number and e-mail address; and

5. Not display any third-party advertising.

G. Deployment and Placement Regulations.

1. All shared e-Scooters must comply with the parking regulations in Section 10.06.040.

2. Licensee must conduct its daily deployment of e-Scooters in locations that have been pre-approved by the City.

3. To the extent licensee desires to deploy or have its riders park shared e-Scooters in areas other than the City right-of-way, licensee must first obtain the right to do so from the appropriate City department, other public agency, or property owner, and must communicate this permission to riders through signage or other notification approved by the respective department and/or through a mobile or web application.

H. Data Sharing.

1. At least monthly, licensee must provide the City with accurate and complete fleet and ride activity data, in an anonymized fashion, for completed trips starting and/or ending within City on a shared e-Scooter owned by licensee or of any person or company controlled by, controlling, or under common control with licensee. Such trip data shall include, but not be limited to, origin and destination, distance traveled per use, path traveled, operating speed, and daily initial deployment locations. To ensure individual privacy:

I. The trip data shall be provided via an application programming interface, subject to licensee's license agreement for such interface, in compliance with a national data format specification;

II. The trip data provided is treated as trade secret and proprietary business information, provided licensee makes a written request therefor as required by Utah's Government Records Access and Management Act under Utah Code Ann. § 63G-2-305(2), and may not be disclosed to third parties without licensee's consent, and may not be treated as owned by City to the extent allowed by Utah law; and

III. The trip data is to be considered private information, and, pursuant to Utah Code Ann. § 41-6a-1115.1, may not be disclosed under Utah's Government Records Access and Management Act pursuant to a public records request received by City without prior aggregation or obfuscation to protect individual privacy.

2. At its sole expense, licensee may take any lawful actions to prevent disclosure of the information shared with city.

3. Licensee must keep true, accurate and complete records showing all trip activity and data within City.

I. Fleet Size.

Licensee shall begin operations with a fleet size of not more than 150 shared e-Scooters. Licensee may increase its fleet size if it can demonstrate to City's satisfaction an upward trend in rides per day. Licensee may not increase its fleet size without City's prior written permission. City may require licensee to reduce its fleet size if its fleet provides on average less than one rider per shared e-Scooter per day.

Enforcement.

A. City may, with or without notice, inspect any shared e-Scooter operating under this chapter to ensure compliance with scooter-share operator's license, this chapter and other applicable laws.

B. City may require licensee to remove licensee's shared e-Scooters temporarily for the purpose of:

1. Street maintenance;

2. Avoiding construction conflicts; and

3. Avoiding conflicts with special events.

C. Unlawfully parked, inoperable, damaged, or abandoned e-Scooters, if not relocated, re-parked, or removed as required in this Chapter or has been parked in one location for more than 72 hours without moving, are declared a nuisance and may be immediately impounded by the City and stored in a City facility at the expense of the scooter-share operator and/or owner. The City will assess a relocation and storage fee, as established by the City fee schedule, for each e-Scooter the City relocates and stores pursuant to this Section. The fee is intended to cover the City's labor and storage costs. A person may only retrieve an impounded e-Scooter upon demonstrating proper proof of ownership of the device and payment of applicable impound fees.

D. If an impounded e-Scooter is not retrieved within 30 days, the City may dispose of the e-Scooter. If the owner of an e-Scooter is known, the City will provide notice to the e-Scooter owner of its intent to dispose of the e-Scooter. If the City cannot determine the owner of an e-Scooter or the owner does not retrieve the e-Scooter within 14 days of the date of the notice, the City may dispose of the e-Scooter in accordance with Section 3.03.040. Any proceeds received by the City from the disposal of an e-Scooter will be credited against any outstanding fees for the e-Scooter. The owner of an e-Scooter is still liable for any outstanding fees despite the e-Scooter being disposed.

E. If a scooter-share operator fails to repair, replace or restore City property as required by this Chapter, the scooter-share operator must pay promptly City's costs in making such repairs, replacements or restorations within 30 days upon receiving written notice of the costs.

F. City shall have the right at reasonable times to view a scooter-share operator's data as it relates to the number of trips taken within City's limits. If City's audit reveals a deficiency in any payment of fees due from the scooter-share operator based on the number of trips taken, then the deficiency will become immediately due and payable.

G. All amounts due or that become due under this Chapter shall be considered delinquent 15 days after the due date and shall be assessed a late fee in the amount of 25 percent per year from the date of delinquency.

H. Any violation of this Chapter is a class B misdemeanor. If applicable, each day of noncompliance constitutes a separate violation.

This business is considered a Commercial E-Scooter business pursuant to the Midvale City Zoning Ordinance. As the owner of a Commerical E-Scooter business, I understand and agree to comply with the above requirements.

I, Austin Marshburn, being duly sworn, depose and say that I am the owner of
Applicant/ Owner Name
Bird Rides, Inc business to be located at 406 Broadway #369, Santa Monica, CA
Business Name 90401

DocuSigned by:
Austin Marshburn Head of City & University Partnerships 5/20/2021
62BF71F77A40484...
Applicant/Business Owner Signature Date

The Applicant has reviewed all provisions under Chapter 5.38 E-SCOOTER OPERATORS and agrees to abide by all requirements.

City Council Staff Report



Subject: UTA Bus Rapid Transit Update

Author: Gary Hill

Department: Administration

Date: October 26, 2021

Background

The Utah Transit Authority (UTA) is developing a bus rapid transit (BRT) line to run between Davis County and Salt Lake City. The BRT is a limited-stop line with dedicated lanes in specific areas to improve the speed and use of transit. Davis County, Salt Lake City, and the cities in Davis County have all contributed toward the development of this project.

Analysis

UTA Commissioner (and former Bountiful City Councilmember) Beth Holbrook along with UTA employees Hal Johnson and Eric Callison will present an update on the BRT. They will be available to answer questions and provide information on the latest steps. They also plan to discuss UTA's ideas about micro-transit.

Significant Impacts

None at this time.

Recommendation

This is for information only. No action is required at this time.

Attachments

None

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”.

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

Mayor Randy Lewis

City Recorder

PENDING

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Minutes of the
BOUNTIFUL CITY COUNCIL

October 12, 2021 – 6:00 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Kate Bradshaw, Kendalyn Harris
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Attorney	Clinton Drake
	City Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	Power Director	Allen Johnson
	Electrical Engineer	Luke Viegel
	Recording Secretary	Maranda Hilton
Excused:	Councilwoman	Millie Segura Bahr
	Councilman	Richard Higginson
	Councilman	Chris R. Simonsen

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

Mayor Lewis called the meeting to order at 6:04 p.m. and welcomed those in attendance. He excused Councilmembers Bahr, Higginson and Simonsen, and explained that due to the lack of a quorum, tonight’s City Council meeting had been cancelled. He gave the public a chance to make comments at this meeting instead.

Ms. Heidi Perry (812 South 300 West) asked the Council to consider the installation of a game called “Nine Square in the Air” at the new Washington Park. She gathered four pages of signatures from residents in the neighborhood near the park who are in favor of the game being installed. She explained that it was a very inclusive and fun game that anyone could play, and she thinks it would be a great addition to the park.

SOLAR NET METERING DISCUSSION

Mr. Allen Johnson began with an overview of the Power Department, including their goal to provide safe, reliable power regardless of time or weather conditions, and listed their current resources. He explained that they must balance their power load every hour of the day and talked about the sources they have for purchasing power. He explained that due to the drought, the Colorado River Storage Project (CRSP) is in a two-year crisis mode, which will have a big impact on the City’s power system this winter and in the coming year. Prices might increase as much as 45% for their hydro power if it is available at all. He talked about potential power sources that they are keeping an eye on as they plan for the future. There are two utility-grade solar power projects they are working

1 on - the Red Mesa Solar project and the Steel Solar project, which will provide the City with solar
2 power for a little under four cents per kWh after all expenses are factored in.

3 Mr. Johnson then explained that the Power Commission has been working on a
4 recommendation concerning Bountiful's residential solar power customers. Currently there are 200
5 net metering customers (194 residential and six commercial) and 32 feed-in tariff customers.
6 Bountiful Power (BCL&P) switched over from net metering to feed-in tariff in 2017 but allowed the
7 net metering customers to stay grandfathered in. He explained that with the feed-in tariff system
8 BCL&P is basically purchasing all power produced from the customers (the rate depends on how
9 much and what time of day it is produced) and they purchase back what they need at the normal rate.
10 BCL&P made the switch in 2017 because the City's billing and metering systems could not handle
11 the complexities of a net metering system, but the downside is that people cannot use their own
12 power.

13 Mr. Johnson explained that the Power Commission is now recommending a modified net
14 metering system, which will allow solar customers to use their own power, and BCL&P will buy any
15 excess power for five cents per kWh. They will allow the feed-in tariff customers to convert over for
16 no charge, and they hope to have everyone on the same system by July 2030.

17 Councilwoman Bradshaw asked about whether the Power Commission looked into setting
18 prices based on hourly power production instead of using a flat rate. Mr. Johnson said they did
19 discuss it and due to the complex metering requirements and the added costs to run a system like that,
20 they decided on a flat rate. He added that they could do something like that in the future as a next step
21 once technology has helped close the gap, but for now it just is not worth it.

22 Councilwoman Bradshaw then asked how the rates would be adjusted in the future and how
23 the public will be notified of a rate change. Mr. Johnson said that all rate changes typically go
24 through the joint Power Commission/City Power Committee that meets during budget planning time,
25 which is then sent to the City Council for approval during the public hearings for the City budget. A
26 rate change could happen at other times during the year, but generally it happens at budget time.
27 Councilwoman Bradshaw asked how other power entities determine their rates and how often. Mr.
28 Johnson showed that most others have rate changes similar to BCL&P's, which do not necessarily
29 happen every year, but periodically.

30 Mr. Johnson said that he believes, as time goes on, residential customers are going to start
31 taking advantage of power production based on the time of day and demand. It will not happen right
32 away, but the new metering system will make it much easier for people to do.

33 Mr. Hill asked Councilmembers if they felt comfortable with this coming back to the Council
34 meeting in two weeks as an ordinance. He said he knows Councilmen Higginson and Simonsen feel
35 comfortable with it. Councilwoman Bradshaw and Harris both said they were alright with it as well.

36 On a final note, Mr. Johnson said that this is a nice change so that people can use their own
37 power, and it also makes it easier for customers to install battery systems and keep their power
38 behind the meter, to have more control over it.

39 Councilwoman Bradshaw asked Mr. Johnson to explain the idea of transformers getting more
40 wear from power flowing back and forth from solar customers. Mr. Johnson expounded that yes, the
41 transformers are worn the same amount whether power is flowing to or from the system, however, if
42 the amount of solar power being pushed back into the system is not limited, there is the potential to
43 blow a transformer if there is too much volume at one time.

44
45 Councilwoman Harris moved to adjourn the Work Session and Councilwoman Bradshaw
46 seconded the motion. The meeting ended at 6:56 p.m.

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Regular Meeting – 7:00 p.m.
City Council Chambers

This meeting was canceled, due to the lack of a quorum.

Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
September 27 and October 4 & 11, 2021

Author: Tyson Beck, Finance Director

Department: Finance

Date: October 26, 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 and October 4 & 11, 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>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 4, 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	19,432.16	224041 5658		Road Striping
5499	BIG T RECREATION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,600.00	224046 4882		120 CY Engineered Wood Fiber for Playground
1615	CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	3,522.28	224050 09222021		Acct # 801-578-0401 452B
13180	DAWSON INFRASTRUCTUR	Storm Water	494900 474600	Vehicles	311,027.00	224057 INV210805		Approved by Council Street Sweeper
5351	DEERE CREDIT, INC.	Landfill	575700 425000	Equip Supplies & Maint	46,225.79	224058 2552281		Landfill Loader Lease Pmt
13110	DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	19,986.73	224060 J005027		City Council Approved SCADA - Cust # 687
13110	DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	19,986.73	224060 J005036		City Council Approved SCADA - Cust # 687
13110	DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	19,986.74	224060 J005041		City Council Approved SCADA - Cust # 687
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	1,844.40	224070 110358		Pressure Control Treatment Plant- Acct # BOUCIT
2649	IPSA-INTERMOUNTAIN P	Light & Power	535300 423000	Travel & Training	1,500.00	224072 2783		Hotline School Registration
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,092.90	224074 396797		Road Base - Customer # BCTY07399
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,332.63	224074 396669		Road Base - Customer # BCTY07399
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,721.53	224074 396752		Road Base - Customer # BCTY07399
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	2,520.17	224079 S104317768.001		Misc Parts and Supplies - Customer # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	4,303.55	224079 S104317784.001		Misc Parts and Supplies - Customer # 18498
4187	PILOT THOMAS	Light & Power	535300 448638	PCB Disposal	1,348.50	224086 0247548-IN		55 Gallon Oil Drums - Acct # 8026588224
5553	PURCELL TIRE AND SER	Light & Power	535300 448635	Vehicles	2,230.40	224090 2846800		Tires - Acct # 2804231
5553	PURCELL TIRE AND SER	Light & Power	535300 448635	Vehicles	2,313.60	224090 2846799		Tires - Acct # 2804231
3875	SEMI SERVICE INC	Streets	454410 474500	Machinery & Equipment	118,195.00	224094 W 138996		Approved by Council Snow Plow Dump
3916	SIGNATURE EQUIPMENT	Sanitation	585800 474600	Vehicles	121,000.00	224095 9211021		Approved by Council Sanitation Truck Body
4051	STATE OF UTAH	Storm Water	494900 422000	Public Notices	1,750.00	224101 2270000291		FY22- Annual Municipal StormWater Permit UTR090005
4051	STATE OF UTAH	Landfill	575700 431300	Environmental Monitoring	5,178.93	224102 10012021		Landfill Solid Waste Quarterly Fee - 3Q2021
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,910.89	224105 1243034		Misc. Parts and Supplies - Customer # 12458010
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,072.61	224105 1242674		Misc. Parts and Supplies - Customer # 12458010
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,299.00	224109 0330954		Fuel - Acct # 000275
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	2,681.32	224109 0330585		Fuel - Acct # 000276
4307	UNITED SERVICE & SAL	Parks	104510 425000	Equip Supplies & Maint	2,800.00	224112 68005		Plow Parts - Customer # 100545
4528	WAXIE SANITARY SUPPL	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,042.80	224116 80330400		Misc. Supplies - Customer # 9024
TOTAL:					<u>723,905.66</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 11, 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>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,795.66	224120	10012021	September 2021 Recycling of Cans
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,844.71	224126	26813	After Hours Service Call and Repairs
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	224128	73016321	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	224128	73016421	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	224128	73294921	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	224128	73295021	Tree Trimming - Customer # 025450
13120	BOUNTIFUL MATTRESS	Landfill	575700 448000	Operating Supplies	2,310.00	224136	10072021	154 Mattresses Removed and Recycled
1596	CATE RENTAL & SALES,	Streets	104410 425000	Equip Supplies & Maint	1,331.18	224142	Z32274	Misc. Parts - Customer # 02308
1596	CATE RENTAL & SALES,	Streets	104410 425000	Equip Supplies & Maint	1,421.88	224142	Z31449	Shock Absorber - Customer # 02308
5281	DOMINION ENERGY UTAH	Police	104210 427000	Utilities	1,384.75	224160	10012021H	Acct # 3401140000
11008	GOODFELLOW CORP	Streets	104410 425000	Equip Supplies & Maint	1,430.00	224174	INV112955	Kennametal Teeth
5458	HANSEN, ALLEN & LUCE	Water	515100 472130	Wells	2,279.99	224178	45216	Project Bountiful Calder Well Rehab from Aug-9/15
12230	HUNTINGTON NATIONAL	Golf Course	555500 453100	Interest Expense	9,073.41	224189	7224324	Lease Payment - Customer # 790912
13222	HUNTINGTON, MINDY	Liability Insurance	636300 451150	Liability Claims/Deductible	1,400.00	224190	10112021	Reimbursed for Impound per Agreement
12942	HYDRO VAC EXCAVATION	Streets	104410 473400	Concrete Repairs	20,716.00	224192	10072021	Work Completed in Sept. 2021
12942	HYDRO VAC EXCAVATION	Storm Water	494900 441250	Storm Drain Maintenance	38,700.65	224192	10072021	Work Completed in Sept. 2021
12942	HYDRO VAC EXCAVATION	Light & Power	535300 448632	Distribution	2,358.00	224192	10072021	Work Completed in Sept. 2021
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	224199	SLC08210057	Custodial Cleaning for August 2021
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	224199	SLC10210053	Custodial Cleaning for October 2021
2831	KIMBALL MIDWEST	Streets	104410 425000	Equip Supplies & Maint	1,352.65	224203	PSO093849-1	Small Marshmellow - Customer # BP0000215
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	5,821.14	224205	7635	Overlay Deer Run Circ - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	9,521.85	224205	7656	Overlay Monarch to Btfl Blvd - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	17,286.75	224205	7619	Overlay Green Oaks to 2400 So - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	19,331.91	224205	7644	Overlay 400 N to Northridge - Cust # BOUN02610
8635	LARSEN LARSEN NASH &	Legal	104120 431000	Profess & Tech Services	3,300.00	224207	09302021	Legal Fees for Sept 30, 2021
2987	M.C. GREEN & SONS IN	Streets	454410 473500	Road Reconstruction	138,137.66	224215	4494	Application 4 - 1000 N Reconstruction
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	1,874.36	224224	S104346254.001	Misc.Parts and Supplies - Customer # 18498
3271	NETWIZE	Computer Maintenance	616100 429300	Computer Hardware	1,062.80	224233	22053	40 Mounting Bracket for new Dell Desktop
9721	OVERHEAD DOOR CO OF	Light & Power	535300 424002	Office & Warehouse	1,716.88	224239	IN-0461649	Repair Garage Doors
4844	OWEN EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	1,302.31	224240	00104578	Misc.Parts and Supplies - Acct # S1234
12519	PARAGON CONSTRUCTION	Storm Water	494900 473106	Storm Drain Construction	65,625.35	224243	1223 & 1218 & 1221	300 E. Storm Drain
10820	PEAK ASPHALT, LLC	Streets	104410 473200	Road Materials - Overlay	1,404.50	224245	8-483803	Tach Oil - Customer # BC17
3458	PETERBILT OF UTAH, I	Sanitation	585800 474600	Vehicles	145,998.00	224246	112205	2022 Sanitation Truck Chassie- Deal # 112205
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	3,819.49	224250	2847344	Tires and Service - Acct # 2801867
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	25,885.22	224283	0331572	Fuel Purchase - Acct # 000275
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,303.65	224293	9889604039	Acct # 371517689-00001
TOTAL:					<u>594,561.55</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.

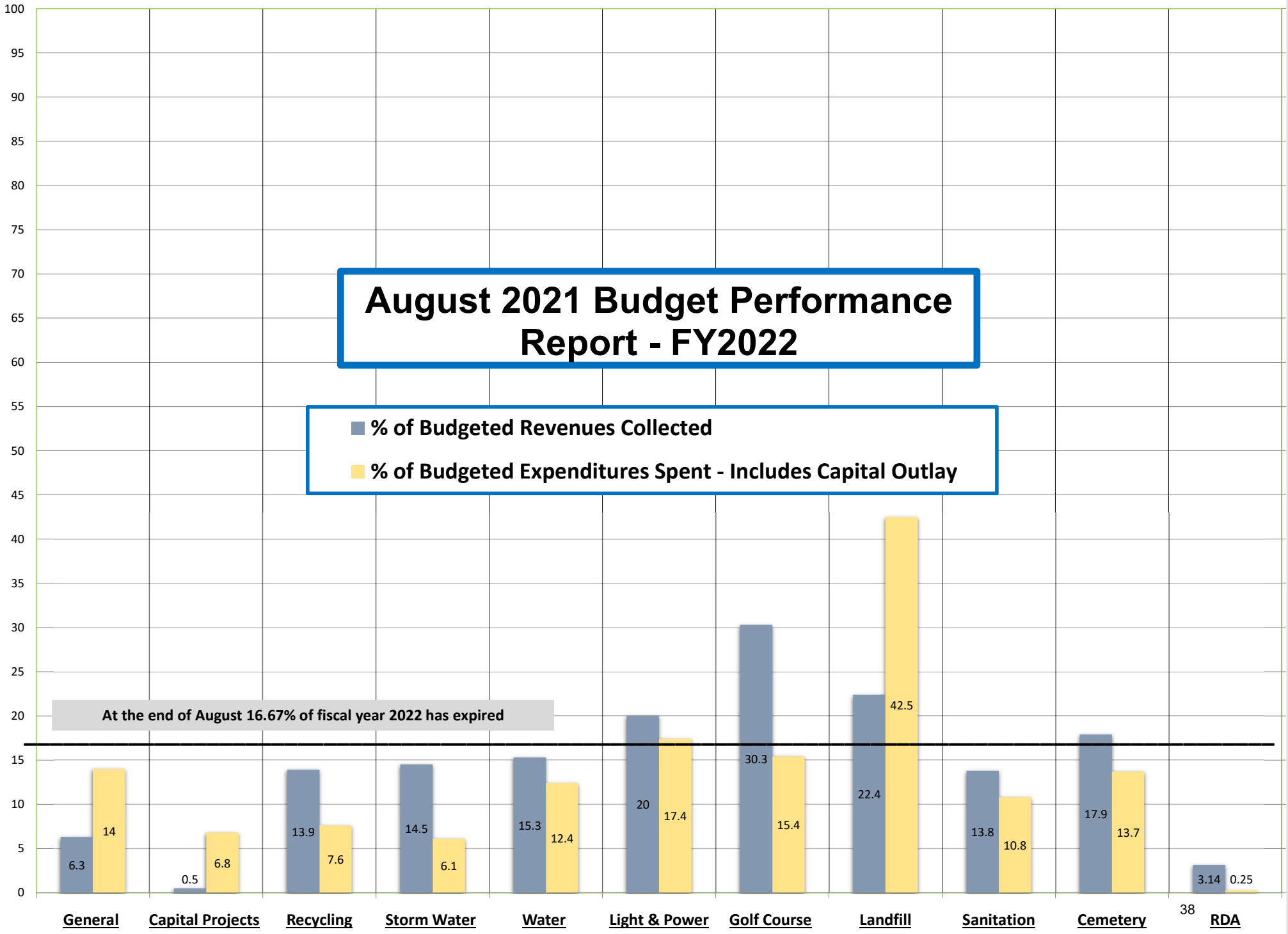
Attachments

- August 2021 Revenue & Expense Reports – Fiscal 2022 YTD

August 2021 Budget Performance Report - FY2022

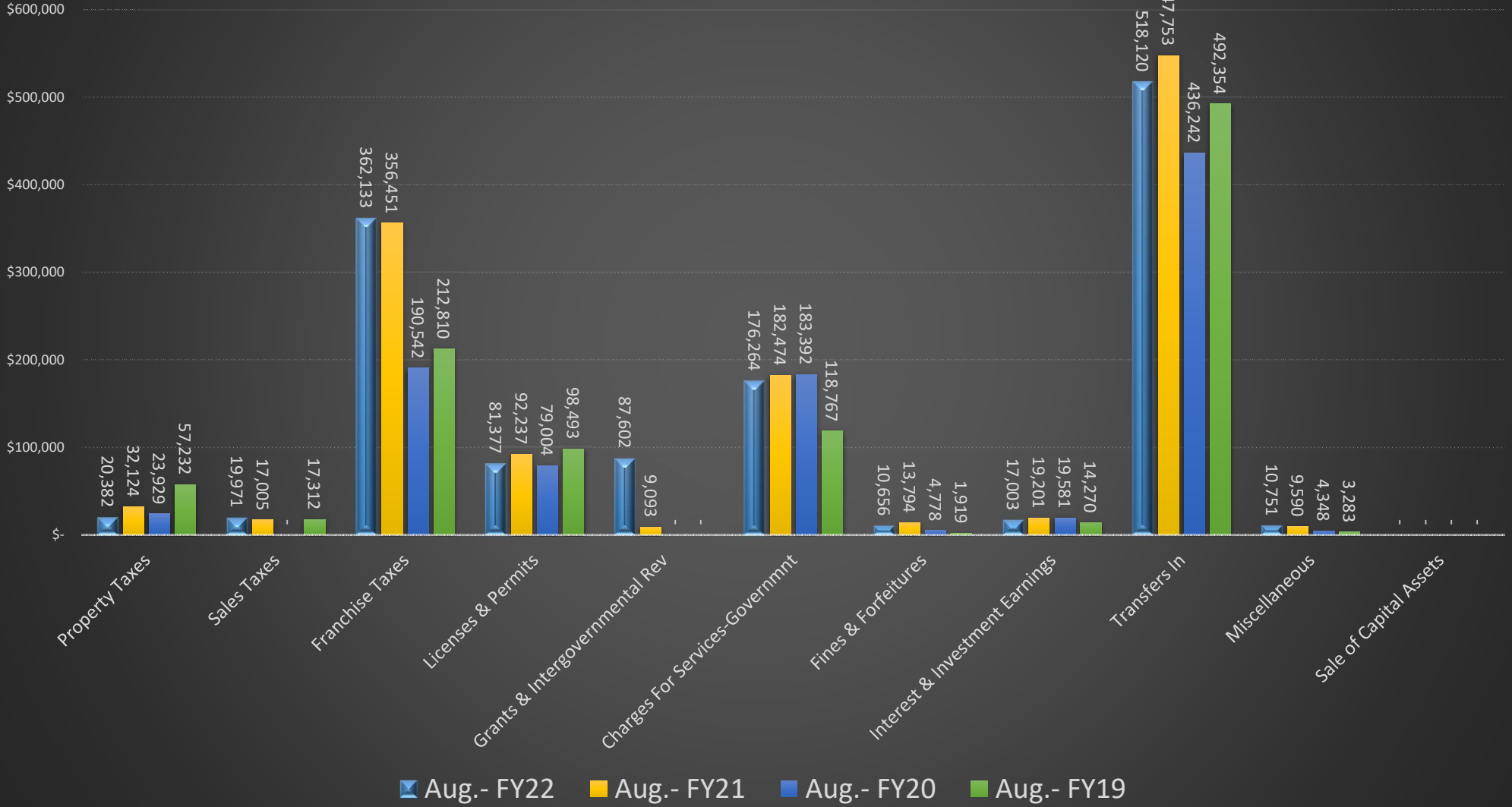
■ % of Budgeted Revenues Collected
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

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

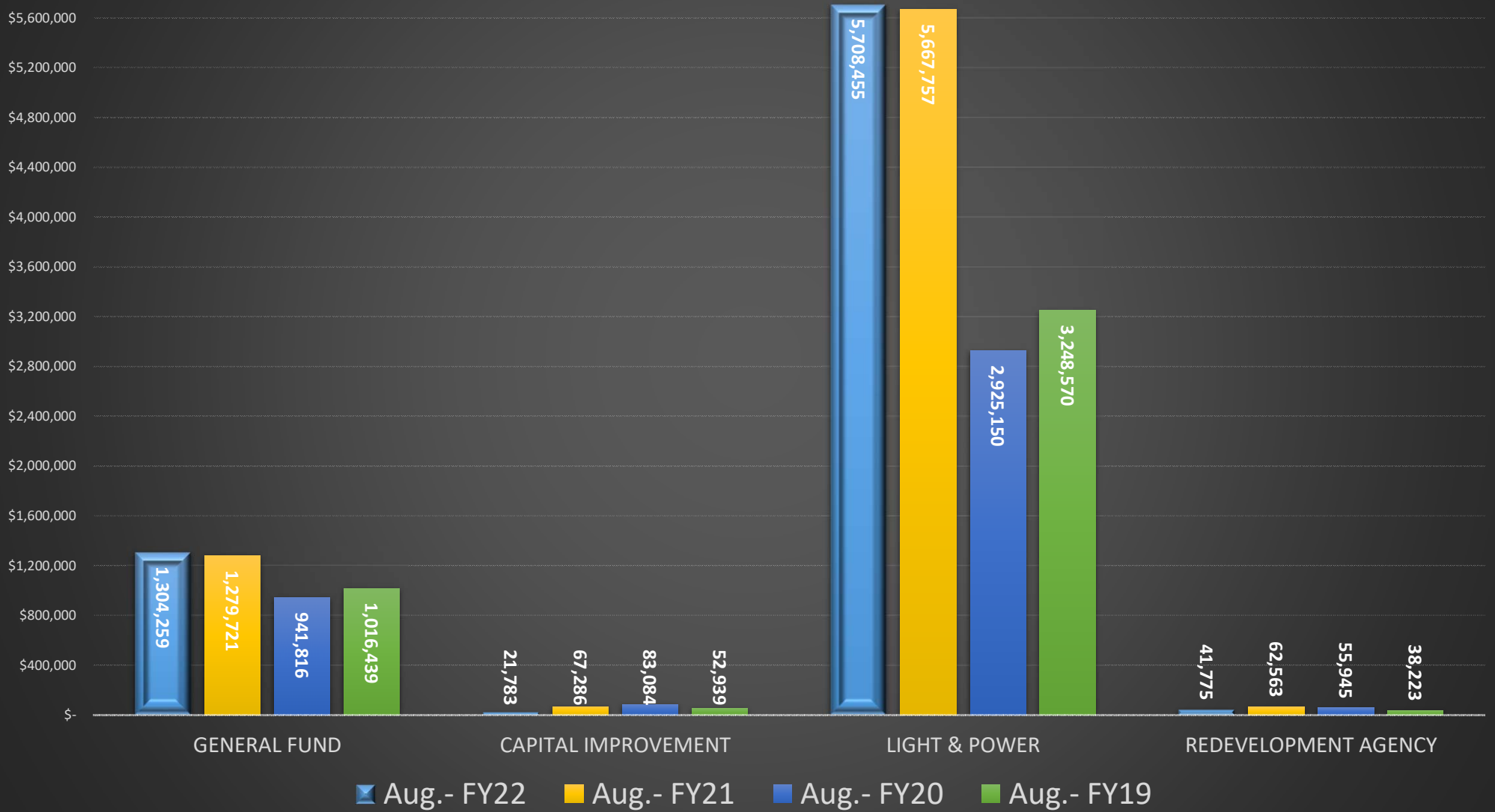


General Fund Detailed Revenues - August 2021

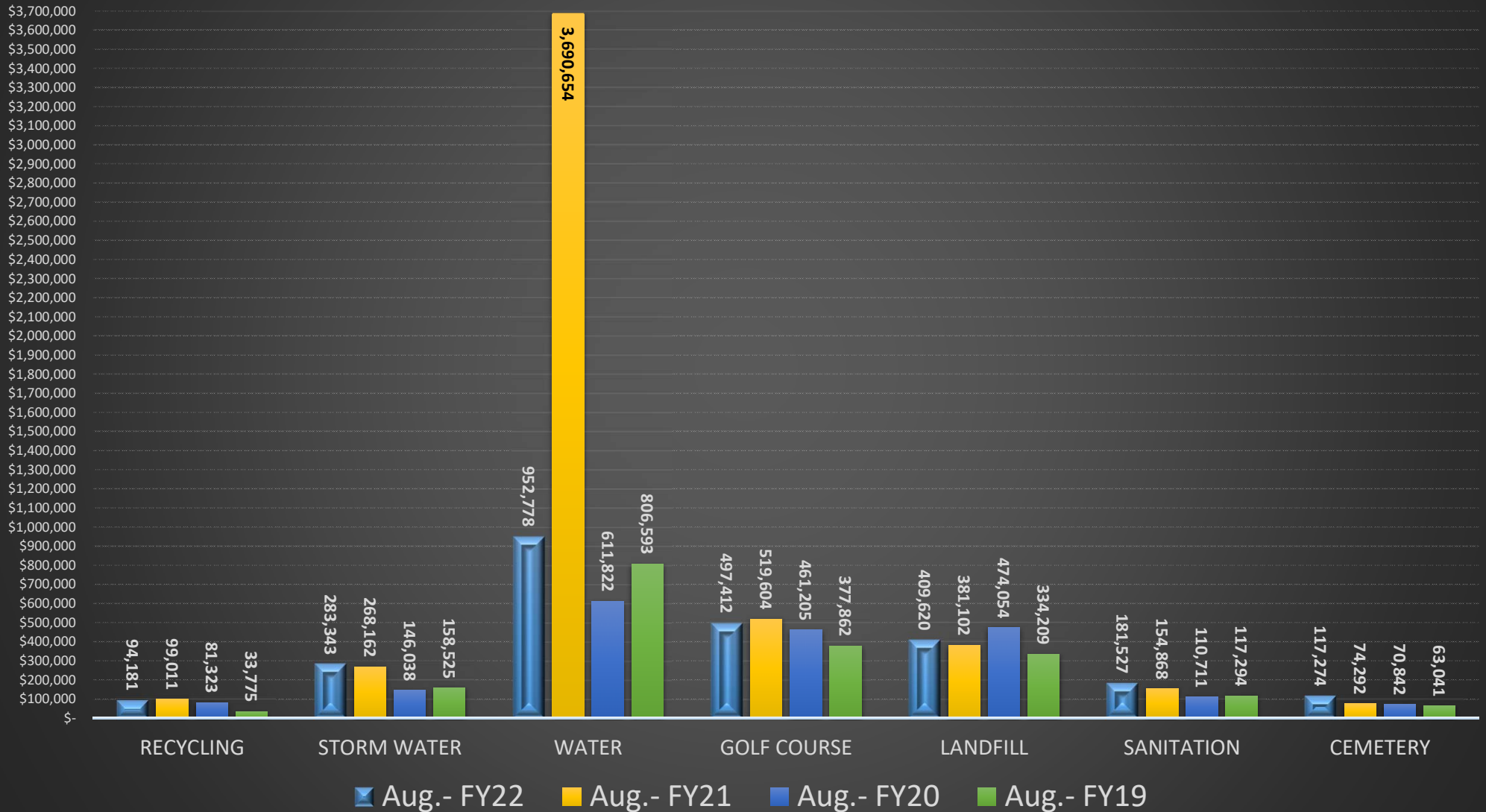
YTD Revenues (Fiscal Year 2022) Compared to the Revenues of the Same Timeframe of the Past Three Fiscal Years



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

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FOR 2022 02

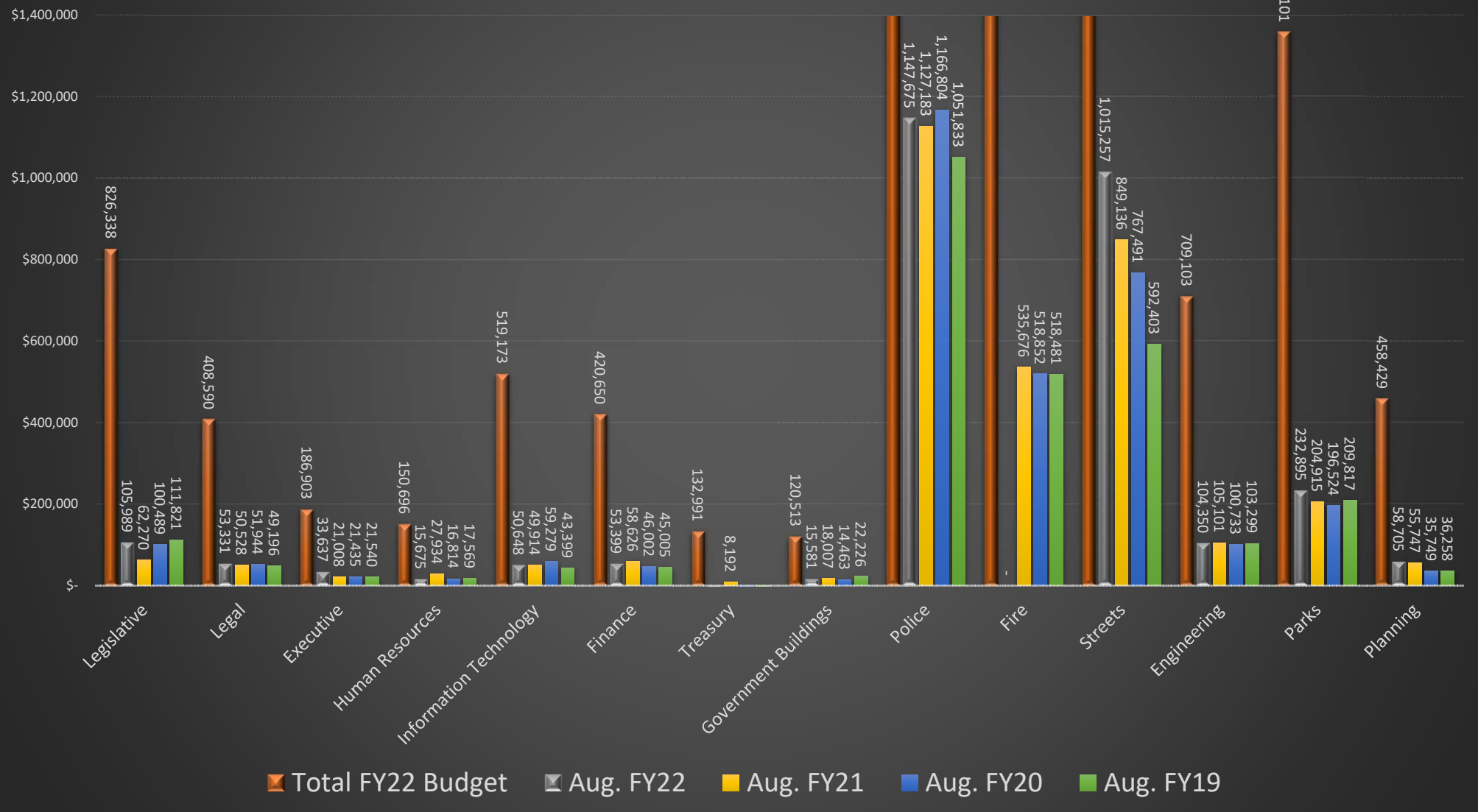
JOURNAL DETAIL 2021 1 TO 2021 6

	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%

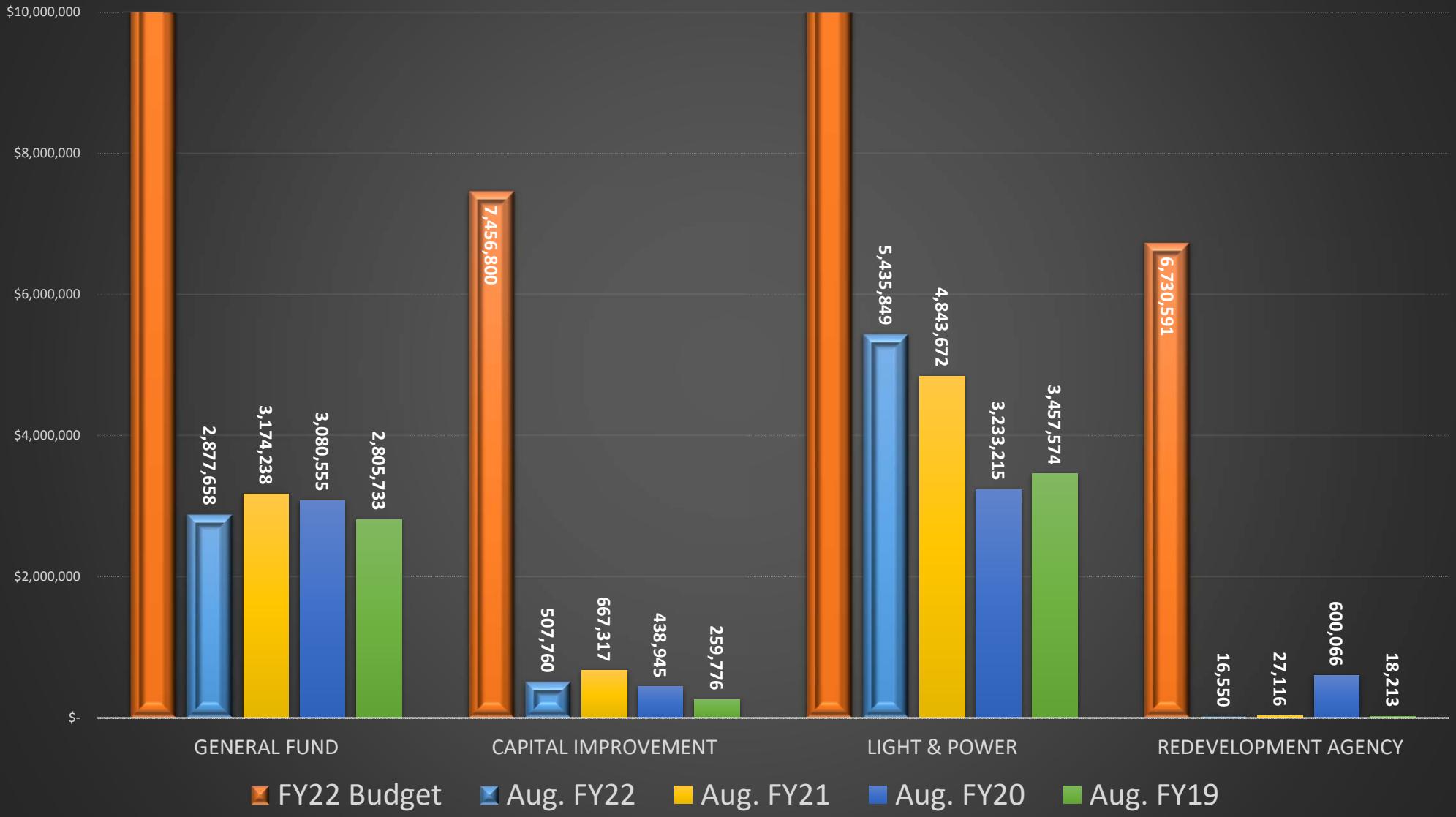
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Expenditures - August 2021

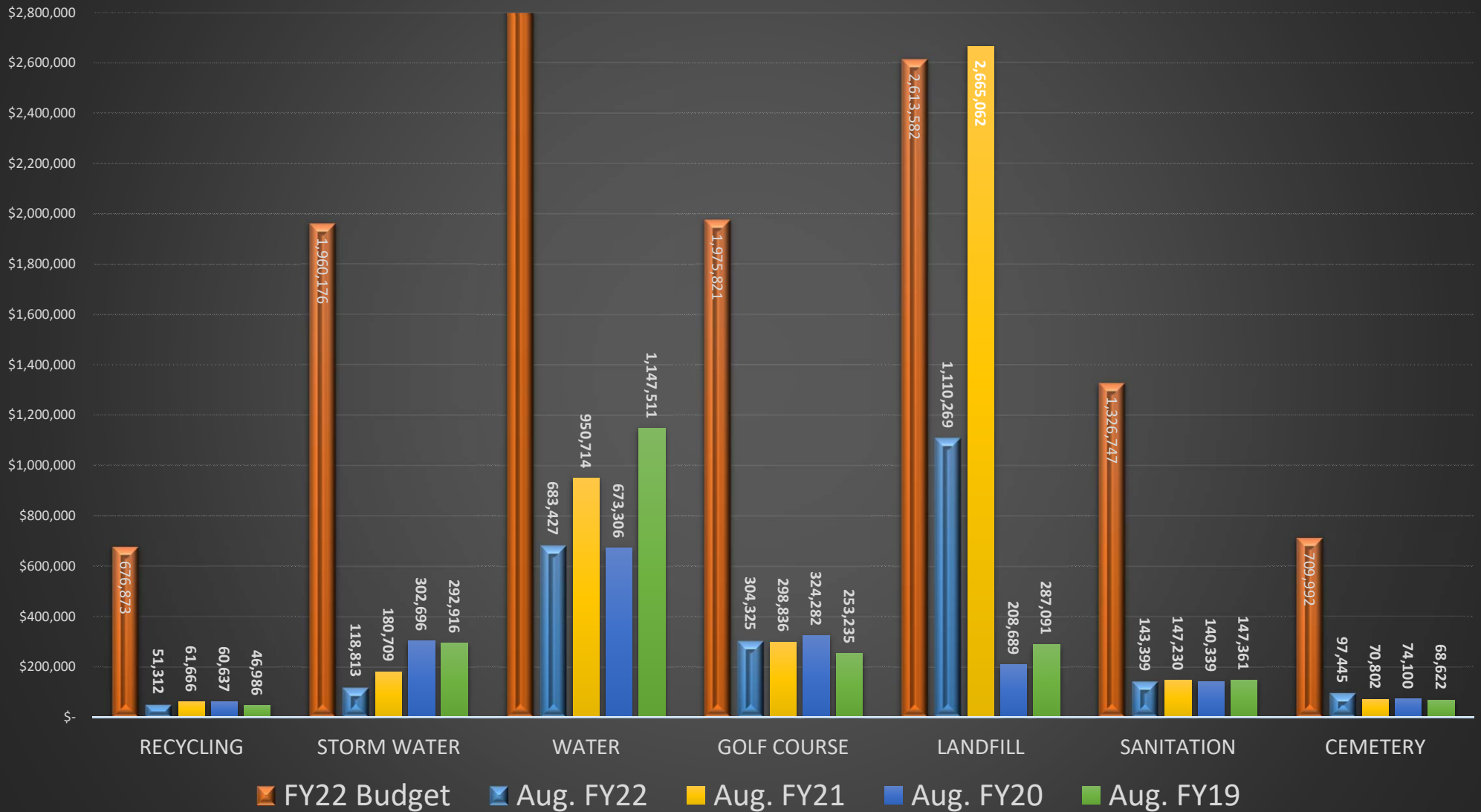
Fiscal 2022 YTD Expenditures Compared to the Fiscal 2022 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



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

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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								

09/29/2021 10:15
tyson

City of Bountiful, UT
AUGUST 2021 YTD EXPENSES - FY2022

P 4
glytdbud

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: School Resource Officer Interlocal Agreement
Author: Chief Biehler
Department: Police Department
Date: October 19, 2021



Background

In 2016, Bountiful City and the Board of Education of Davis School District entered an Interlocal Agreement for School Resource Officers. That agreement was in effect for a period of five years. The agreement has expired, and a new agreement needs to be executed.

Analysis

The Interlocal Agreement that we are requesting to be entered into will be in effect for five years. It designates the schools that School Resource Officers will be provided by the Bountiful Police Department (Bountiful High, Viewmont High, Bountiful Junior High, Mueller Park Junior High, Millcreek Junior High, South Davis High). The agreement outlines the responsibilities of the School District, the City, and the Police Officers. It also discusses how the District will annually compensate the City for School Resource services. This agreement closely resembles the previous agreement. Any changes that were deemed more significant were made due to legislative rules regarding the role of a School Resource Officer. Also, over the last year we have been given access to closed caption security cameras in our jurisdiction. Because of that, there is an additional section added that included our "Access to Security Feed" and agreements associated with their use.

Department Review

This report, along with the attached Interlocal Agreement, has been reviewed and comes with the concurrence of the Police Chief and City Manager.

Significant Impacts

None

Recommendation

Staff recommends City Council approval of Resolution 2021-21 adopting an Interlocal Agreement for School Resource Officers in Davis School District Schools located within Bountiful.

Attachments

- Resolution 2021-21
- Bountiful City and Board of Education of Davis School District Interlocal Agreement.



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2021-21

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

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS IN BOUNTIFUL CITY.

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. §§ 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, Bountiful City, and the Davis School District are organized and existing as public agencies and political subdivisions as defined in the Utah Code; and

WHEREAS, the District owns educational facilities and provides educational services to children residing and attending school within Bountiful City; and

WHEREAS, the City employs trained law enforcement officers qualified to act as School Resource Officers; and

WHEREAS, the District has need for School Resource Officers to perform law enforcement related services in connection with its facilities and programs; and

WHEREAS, the City and the District are desirous of entering into an interlocal agreement for their mutual benefit and for the purpose of more efficiently and effecting providing School Resource Officers on District property and in connection with District Programs; and

WHEREAS, the Bountiful City Council finds that entering into the interlocal agreement with the District for School Resource Officers within schools located within Bountiful City is in the interests of the health, safety, and welfare of Bountiful and its citizens.

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

Section 1. Agreement Approved. The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement between Bountiful City and the Board of Education of Davis School District for School Resource Officers in Bountiful City.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to implement the Agreement.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its passage. The Agreement shall take effect as described therein.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 26TH DAY OF OCTOBER, 2021.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
BOUNTIFUL CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the “District”), and BOUNTIFUL CITY CORPORATION, located in Bountiful, Davis County, State of Utah, (hereinafter referred to as the “City”), as follows:

RECITALS

- I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- II. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.
- IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SROs).
- V. The District has need for SROs to perform law enforcement related services in connection with its facilities and programs.
- VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SROs on District property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section 17 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SROs to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

B. To provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; and emphasize the use of restorative approaches to address negative behavior;

C. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

D. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

5. DESIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign six (6) of its law enforcement officers to act as and provide SRO's services during the term of this Agreement as follows:

Bountiful High School – One full-time SRO;

Viewmont High School – One full-time SRO;

Bountiful Junior High School – One part-time SRO;

Mueller Park Junior High School – One part-time SRO;

Millcreek Junior High School – One part-time SRO; and

South Davis Junior High School – One part-time SRO;

B. Both Parties agree to jointly discuss SRO applicants. SROs shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement;

C. The City will accept feedback from the District about an SRO's performance. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of action, or employment practices brought by SRO's;

D. In the event an SRO is absent from work, the City agrees upon request from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence; and

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SROs pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

- A. Shall be a sworn law enforcement and should have at least two years of law enforcement experience;
- B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SROs;
- C. Shall be capable of conducting in-depth criminal investigations;
- D. Shall possess even temperament and set a good example for students; and
- E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SROs are intended to provide the following services pursuant to the terms of this Agreement.

- A. To protect lives and property for the citizens and public school students of the District;
- B. To enforce federal, state, and local criminal laws and ordinances within their jurisdiction;
- C. Shall not enforce school administrative regulations. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law;
- D. To investigate criminal activity committed on or adjacent to school property;

E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

F. To answer questions that students may have about Utah criminal or juvenile laws;

G. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;

I. To provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;

L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;

M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voicemail, and cellular phones. Voicemail and e-mail should be checked each working day for any broadcast messages;

N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. CHAIN OF COMMAND

As employees of the City, SROs shall follow the chain of command as set forth in the Bountiful City Police Department Policies and Procedure Manual. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction of the City.

The District may also provide training in Board of Education Policies, regulations, and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City;

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO;

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;

D. Communication. The City agrees to provide SROs with the necessary communication equipment; and

E. The school should provide the SRO with a desk, chair, computer; office work area; and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

A. The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law;

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may not refer the student to a prosecuting attorney or a court of law. Working with the school principal or the principal's designee, the SRO may refer the student to evidence-based alternative interventions; and

C. An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

14. ACCESS TO EDUCATION RECORDS

A. SROs shall be designated as "law enforcement units" for the purposes of school records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SROs for the purpose of maintaining safe schools;

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law;

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations;

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation

based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence; and

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law.

15. ACCESS TO SECURITY FEED

A. To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter "Security Feed") to the City's Police Department employees. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to City employees by which they can access the Security Feed;

B. The City may not allow its employees to view Security Feeds of schools located outside their City's jurisdiction. The City may not allow employees to use another employee's account. The City must report to the District any security concern as soon as possible; and

C. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

16. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance

coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

17. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either party giving written notice to the other party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

18. ASSIGNMENT

Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

19. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, employees, representatives, successors, and assigns.

20. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

21. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party and their

employees under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

22. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a party hereto.

23. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by Resolution of the governing body of each party and filing of duplicate originals with the official keeper of records of each party.

25. ENTIRE AGREEMENT

The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

26. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

27. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and Bountiful City Chief of Police shall be involved.

Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

BOUNTIFUL CITY

JOHN L. ROBISON
President

RANDY LEWIS
Mayor

ATTEST:

CRAIG CARTER
Business Manager

GARY R. HILL
City Manager

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

BENJAMIN ONOFRIO
Legal Counsel

CLINTON DRAKE
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me JOHN L. ROBISON and CRAIG CARTER, who being by me duly sworn did say, each for himself, that he, John Robison, is the President of the Board of Education of Davis School District, and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf of the Board by authority of the Board and John Robison and Craig Carter each duly acknowledged to me that the Board executed the same and that the seal affixed is the seal of the Board.

NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me, RANDY LEWIS and GARY R. HILL, who being by me duly sworn did say, each for himself, that he, Randy Lewis, is the Mayor, and that he, Gary R. Hill, is the City Manager, and that the foregoing instrument was signed on behalf of Bountiful City and each did duly acknowledge that Bountiful City executed the same and that the seal affixed is the seal of Bountiful City Corporation.

NOTARY PUBLIC
Residing at:
My Commission Expires:

City Council Staff Report



Subject: HP Nimble Network Storage
Author: Alan West
Department: Information Technology
Date: 10/26/2021

Background

Network servers and *network storage* are critical components of the Bountiful City data network. We are continually monitoring and evaluating the status of these systems.

Analysis

COVID-19 has caused an unexpected increase of network storage usage. Because of significant court delays, Police Dash-Cam and Body-Cam videos must stay on our network longer than previously expected. As a result, our network storage capacity has been filling up quickly and we are approaching the limit of our current systems.

Currently, we have 45 terabytes (TB) of high-performance network production storage. Usage is now 74% of capacity and continues to increase by just over 1 TB per month. By adding an additional 21 TB storage device, we can continue to support our Police Department and provide the storage capacity needed for video evidence. Performance and reliability will also be improved.

Department Review

The report was reviewed by the City Manager and IT Director.

Significant Impacts

Maintaining our network storage is critical to the operations of all departments. By increasing our storage capacity, we can continue to provide a high level of system reliability.

Recommendation

The Information Technology department recommends that City Council approve the purchase of the HP Nimble storage equipment from NetWize at the cost of \$21,418.01.

Attachments

NetWize proposal – 10/6/2021

HPE Nimble

Quote #007112 v1

Prepared For:

Bountiful City Corporation

 Dan Urban
 795 S Main St
 Bountiful, UT 84010-6326

 P: (801) 298-6212
 E: danu@bountiful.gov

Prepared by:

NetWize

 Michael Fullmer
 702 West Confluence Ave
 Salt Lake City, Utah 84123

 P: 801-716-5344
 E: mfullmer@netwize.net

Date Issued:

10.06.2021

Expires:

11.03.2021
Hardware

Description	Price	Qty	Ext. Price
Q8B49B HPE NS HF20X ES3 42TB 2.88TB CTO Shelf	\$16,673.52	1	\$16,673.52
Q8J27A HPE NS C13 to C14 FIO Power Cord	\$2.41	2	\$4.82
HT6Z0A3 HPE NS 3Y 4H Parts Exchange Support	\$0.00	1	\$0.00
HT6Z0A3 ZEG HPE NS HF20X ES3 42TB 2.88TB Shelf Supp	\$4,739.67	1	\$4,739.67
Subtotal:			\$21,418.01

Quote Summary	Amount
Hardware	\$21,418.01
Total:	\$21,418.01

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Make checks payable to NetWize. Service charges of 1 1/2% per month 18% per annum will be assessed on past due amounts. Credit card processing fees of 5% Domestic, 6% International will be added to the total invoice. Return Policy: 15-day return policy on most products sold (from date of shipment). Manufacture restrictions and approval apply. All software is non-returnable. Restocking fees may apply. All returns must be approved.

Acceptance
NetWize
Bountiful City Corporation

Michael Fullmer

Signature / Name

10/06/2021

Date

Dan Urban

Signature / Name

Initials

Date

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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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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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.

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

1. ~~An accessory dwelling unit s~~ Shall be a conditionally permitted use only within the a single-family residential Single-Family Residential subzone, 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 conditional use permit or without written authorization from the Bountiful City Planning Department.
4. A maximum of one (1) accessory dwelling unit shall be permitted on a qualifying lot as a conditional use on a lot or parcel in a single-family residential subzone.
5. It is unlawful to construct, locate, or otherwise situate an accessory dwelling unit on a lot or parcel of land that does not contain a habitable single-family dwelling.
6. A deed restriction limiting the use of a property to a single-family dwelling, prepared by the Bountiful City Planning ~~Director~~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 deed restriction shall be recorded prior to issuance of the building permit.
7. The property owner must occupy either the principal unit or the accessory dwelling unit as their permanent residence and at no time receive rent for the owner-occupied unit. An application for an accessory dwelling unit shall include proof of owner occupancy as evidenced by voter registration, vehicle registration, driver's license, county assessor records or other similar means required by the Planning Department.
8. Separate utility meters shall not be permitted for the accessory dwelling unit.
9. ~~Any property and any structure that contains an approved accessory dwelling unit shall be designed and maintained in such a manner that the property maintains the appearance of a single-family dwelling. Except as 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.

223
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.

317
318
319
320
321
322

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

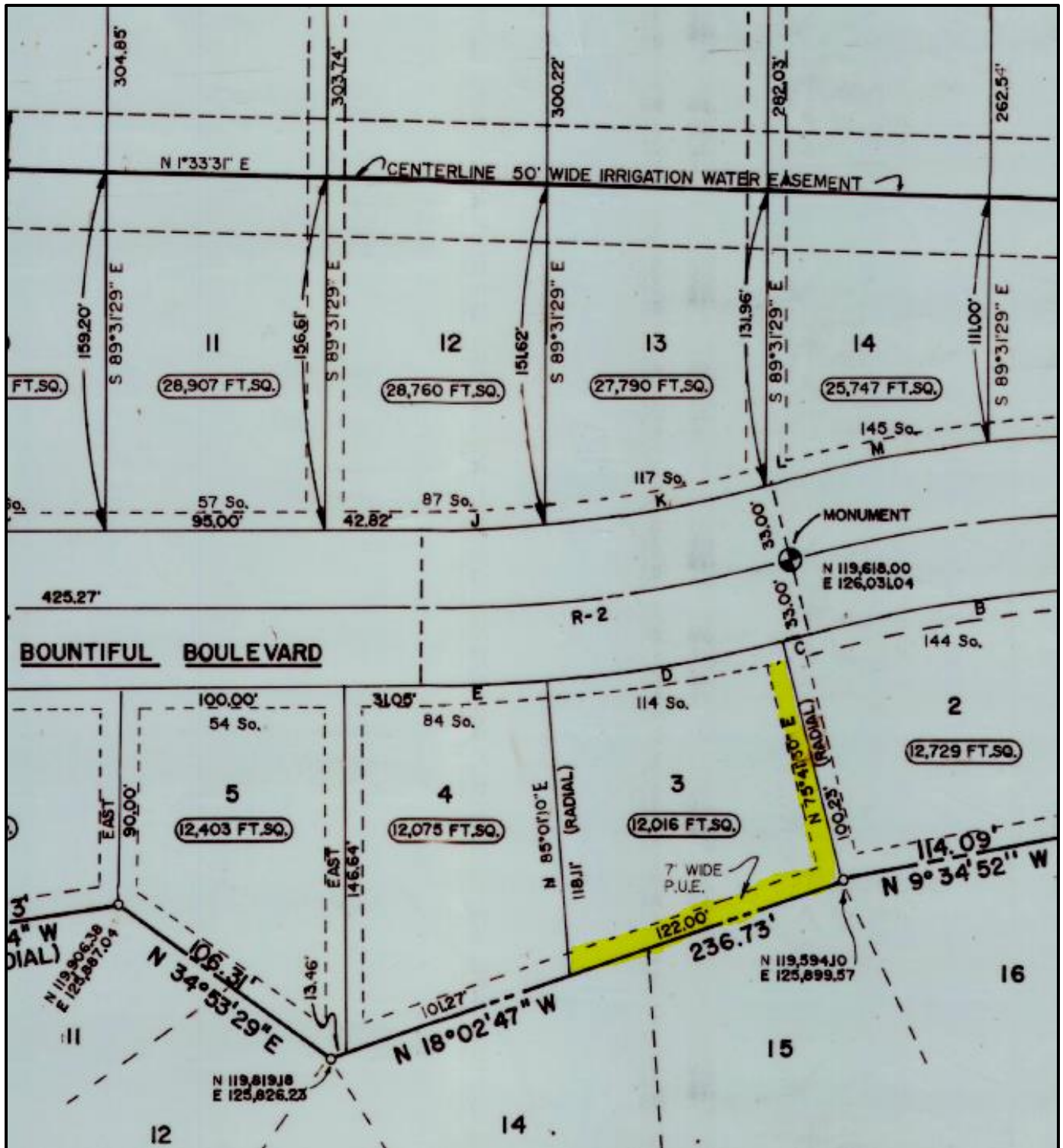


Figure 1 Easements to be released.

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 Gump</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

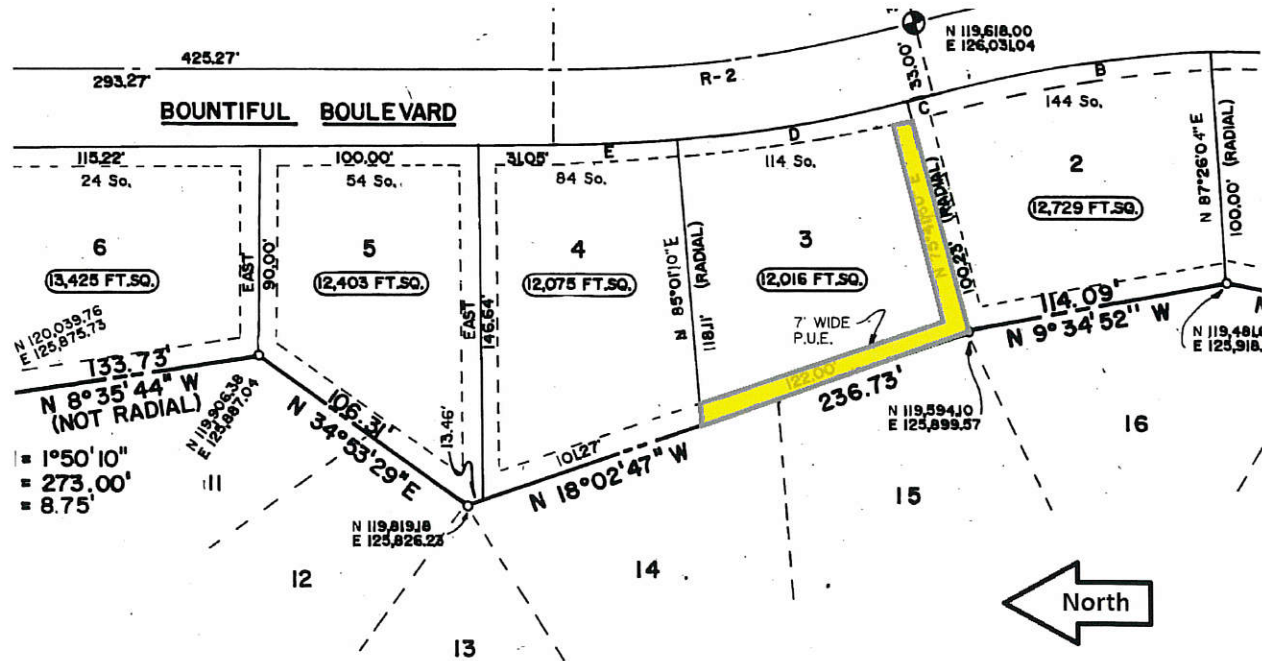
Seal

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 $18^{\circ}02'47''$ West 122.00 feet along the west line of Lot 3 to a point on the North line of Said Lot 3, Thence North $85^{\circ}01'10''$ East 7.19 feet along said line; thence South $18^{\circ}02'47''$ East 113.82 feet; Thence North $75^{\circ}41'30''$ 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 $76^{\circ}18'57''$ East; Thence southerly 7.00 feet along the arc of said curve (Note: Chord to said curve bears South $13^{\circ}59'51''$ East 7.00 feet) to a point on the south line of Lot 3; Thence South $75^{\circ}41'30''$ 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.

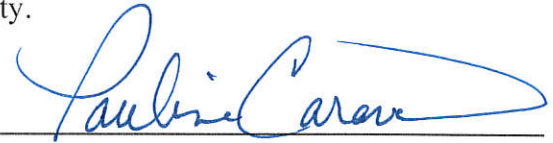
IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on September 14, 2021.

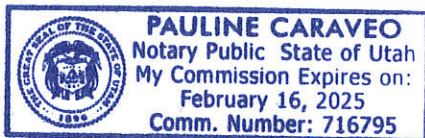
QUESTAR GAS COMPANY
Dba Dominion Energy Utah

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



BOUNTIFUL

BOUNTIFUL CITY, UTAH ORDINANCE NO. 2021-11

MAYOR
Randy C. Lewis

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

CITY MANAGER
Gary R. Hill

AN ORDINANCE AMENDING AND ADOPTING THE CONSOLIDATED FEE SCHEDULE AS IT PERTAINS TO CERTAIN RATES FOR BOUNTIFUL CITY LIGHT AND POWER.

WHEREAS, Bountiful City owns and operates various public utility systems, including an electrical power system; and

WHEREAS, the City is responsible for setting forth regulations governing operation of the municipal electrical power system, including the establishment and amendment of service rate schedules and fees; and

WHEREAS, on June 27, 2017, the Bountiful City Council adopted a “feed-in-tariff” rate for new solar customers; and

WHEREAS, since adopting the “feed-in-tariff” rate, Bountiful City Staff and the Council have explored ways that solar customers could use power generated in their own systems before exporting the power to the City’s system; and

WHEREAS, Staff recommended a new hybrid net metering solar rate to the Bountiful City Power Commission; and

WHEREAS, the Bountiful City Power Commission unanimously recommends adoption of the new hybrid net metering solar rate; and

WHEREAS, the City desires to amend existing electrical power rates related to solar power, and adopt, and formalize a hybrid net metering rate and related fee schedule for existing and new solar customers within the Bountiful City electrical power system; and

WHEREAS, the City Council has determined that the adoption of such a rate and related fee schedule promotes the health, safety, and welfare of the City and its citizens.

NOW THEREFORE, it is hereby ordained by the Bountiful City Council as follows:

1. Current net metering or feed-in-tariff customer rates will not be immediately affected by this new rate and related fee schedule. Net metering and feed-in-tariff rates may be adjusted during the normal rate setting process.
2. Hybrid net metering solar rate.
 - a. Power generated and used behind the net meter is not affected.

- b. Power generated by the customer and purchased by the Utility will be at \$0.05/kwh.
 - c. Power purchased by the customer will be at the current applicable residential or commercial rate.
 - d. All rates will be subject to the normal rate adjustments as determined by the City.
3. Current Feed-in-tariff customers can opt to change to the new format.
- a. The customer is responsible for any required electrical work and associated construction costs.
 - b. The City will waive any inspection and permit fees.
 - c. The City will waive any labor or meter fees during normal working hours.
4. Current Net Metering customers rates will be adjusted to match the new hybrid net meter schedule in July 2030. At that time all net metered customers will be on the same rate.
5. This Ordinance shall become effective immediately upon passage.

PASSED and ADOPTED this 26th day of October, 2021

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Solar Rate Amendments
Author: Allen Ray Johnson
Department: Light & Power
Date: October 26, 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 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

The Council held a work session on October 12, 2021, to discuss the current and proposed solar rates. The direction received at that meeting was to adopt 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, the City Manager, and the City Attorney.

Significant Impacts

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

Recommendation

Staff recommends the City Council approve Ordinance 2021-11 adopting and amending the consolidated fee schedule as it pertains to certain rates for Bountiful City Light and Power.

Attachments

Ordinance 2021-11

City Council Staff Report



Subject: Echo Thrust Bearing Modification
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 26, 2021

Background

Our Echo hydro plant has three turbine generators. Units one and two are rated at 1,750 kilowatts each and have a shaft size of 9 inches. Unit three is rated at 1,000 kilowatts and has a shaft size of 7 inches. The three Echo turbines all have Renk thrust bearings and they have always operated on the upper edge of the normal operating range. Since we replaced the turbine wheels last winter, they are all running just at or just below the alarm point. We have tried upsizing the pump to circulate additional cooling oil to the thrust bearing and it has not made a significant difference.

After doing some investigating, we found out that Logan City had a similar problem with their Renk thrust bearings at two of their generation plants. Last year they hired Integrated Power Services to remanufacture the bearings for one of their turbines using a new polymer material that can operate at a higher temperature. It was very successful, and they plan to remanufacture the bearing for the other unit this winter.

Analysis

We have obtained a quote from Integrated Power Services to remove, remanufacture, and reinstall all three of the Echo thrust bearings. The cost is as follows.

Labor:	\$54,330	two site visits: remove the bearings, reinstall the bearings
Materials:	\$194,122	
Commissioning:	<u>\$13,416</u>	third site visit to commission all three units
Total Cost:	\$261,868	

Integrated Power Services can complete this work in 6-8 weeks.

They have a 24-month warranty on materials and workmanship.

Department Review

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

Significant Impacts

This expense will be charged to the Echo major maintenance account.

Recommendation

The Staff recommends approval of the quote from Integrated Power Services to remanufacture three thrust bearings for the Echo turbines for \$261,868.

This item will be discussed at the Power Commission meeting Tuesday morning, October 26, 2021, and we will bring their recommendation to the City Council meeting that night.

Attachments

Photos of Renk Bearings and Polymer bearings.



Existing Renk thrust bearing



Remanufactured Polymer bearing

City Council Staff Report

Subject: Resolution 2021-19 approving
One Utah Mutual Assistance Agreement
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: October 26, 2021



Background

The wind event in September 2020, emphasized the need to have a Mutual Assistance Agreement between PacifiCorp, the Municipalities, and the REA's. Linemen were in short supply for all utilities due to the size of the event and other events in the county at time. We approved the draft agreement on September 28, 2021. The Mayor was able to be a part of the signing ceremony at the Utah State Capitol on October 7, 2021.

There were several changes that were made to the agreement that we wanted to make sure were approved by the council before the mayor signs the agreement.

The major changes to the document are as follows.

1. Clarification of language in the definitions
2. Article 1 on how the requesting party would get in contact with the assisting party.
3. The contract changed from providing equipment at no charge to having the Assisting party including their rates for equipment in writing.
4. Included article 13 for required Insurance for the parties.
5. Included article 14 for Governmental Immunity.

Analysis

Staff has reviewed this Mutual Assistance Agreement and believe it would be in the good for the City and the State as a whole.

Department Review

This agreement has been reviewed by Staff, City Manager, and the City Attorney.

Significant Impacts

This will have no significant impact on the budget and will provide stability and reliability to the entire state power systems.

City Council Staff Report
Resolution 2021-19 Approving One Utah Mutual Assistance Agreement
October 26, 2021
Page 2 of 2

Recommendation

Staff recommends that the Council approves resolution 2021-19 adopting the One Utah Mutual Assistance Agreement and authorize the Mayor to sign it on behalf of Bountiful City

Attachments

One Utah Mutual Assistance Agreement
Resolution 2021-19

**ONE UTAH MUTUAL ASSISTANCE AGREEMENT
FOR THE PROVISION OF MUTUAL AID BETWEEN ELECTRICAL UTILITIES**

This One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities (“**Agreement**”) is entered into by and between PacifiCorp dba Rocky Mountain Power (“**Rocky Mountain Power**”), the Utah Rural Electric Cooperative Association (“**URECA**”); and entities, as indicated on a signature page to this Agreement, which belong to URECA (“**URECA Members**”), and publicly owned electric utilities (“**Publicly Owned Utilities**”); as indicated on a signature page to this Agreement. Each of Rocky Mountain Power, URECA, URECA Members, and Community Owned Utilities are individually referred to as a “**Party**” and together as the “**Parties.**” The Agreement shall be effective as to a Party as of the date that such Party has executed the Agreement, as indicated on that Party’s signature page.

WHEREAS, as an association of its members, URECA represents 8 electric power distribution cooperatives and one generation and transmission cooperatives, who are the URECA Members and who provide electricity to over 70,000 homes, businesses, ranches, and farms across the state of Utah;

WHEREAS, Rocky Mountain Power is a regulated electric utility which provides electric utility services to captive customers within franchised service areas in Utah and is subject to the oversight of regulatory authorities, including the Utah Public Service Commission and the Federal Energy Regulatory Commission (FERC);

WHEREAS, Publicly Owned Utilities are municipally owned electric utilities, electric improvement districts and electric interlocal entities that provide electricity to their consumers within their service territories;

WHEREAS, in the event of an emergency, a Party may desire mutual aid or assistance from another Party, which may involve the provision of goods, services and/or specialized resources, or the emergency interchange of equipment or goods by one Party to the other; and,

WHEREAS, it is in the mutual interest of the Parties to be prepared to provide for emergency repair and restoration to services, systems and facilities on a reciprocal basis, and the purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from another Party.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, the Parties agree as follows:

ARTICLE 1. PROVISION OF EMERGENCY ASSISTANCE

In the event of an emergency impacting the electric services of a Party, such Party (the “**Requesting Party**”) may request another Party (the “**Assisting Party**”) to provide assistance. The request for assistance shall be made to the contact listed on Exhibit A, either in an email to the email address listed on Exhibit A or by phone and then confirmed with an email to the email address listed on Exhibit A. In the request, the Requesting Party shall set forth, to the extent reasonably practicable, the nature and scope of the assistance which is requested. The Assisting Party shall, in its sole discretion, determine if it shall provide assistance, including the extent and limitations of such assistance. The Assisting Party is not required to provide any assistance to the detriment of the Assisting Party’s service;

and the Assisting Party reserves the right, even after assistance has been initiated, to recall any and all personnel, material, equipment, supplies, and/or tools, at any time that the Assisting Party determines necessary for its own operations.

ARTICLE 2. SAFETY

The Assisting Party's safety rules shall apply to all work done by the Assisting Party. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution prior to the work in question being performed.

ARTICLE 3. CHARGES FOR ASSISTANCE

The Requesting Party shall make payment to the Assisting Party for all costs associated with the furnishing of assistance provided by the Assisting Party. Charges by the Assisting Party shall be at the Assisting Party's then current rates at the time of work (and not a prevailing rate or other rate charged by other utilities). Charges for assistance will begin when a request for mobilization of assistance is submitted by the Requesting Party to the Assisting Party; provided, however, costs associated with pre-notification of a potential need for assistance or gathering of information associated with responding to a request for mutual assistance will not be charged to the Requesting Party. The Requesting Party shall be responsible for all reasonable costs and expenses incurred by the Assisting Party in rendering assistance, as normally calculated in rendering emergency assistance in the electric utility industry. Unless otherwise agreed upon, the Requesting Party shall be responsible for providing food and lodging for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. In the event that the mutual assistance consists only of the interchange of a good, the Requesting Party shall reimburse the Assisting Party the replacement cost of the transferred good. Prior to submitting a request of assistance, a Requesting Party may request that the Assisting Party provide in writing the Assisting Party's then current rates which would be used for billing charges under this Agreement

ARTICLE 4. PAYMENT

The Assisting Party will bill the Requesting for mutual assistance rendered under this Agreement using the Assisting Party's normal invoicing procedures. Payments for mutual assistance shall be made by the Requesting Party within 60 days of receipt of an invoice.

ARTICLE 5. ACCOUNTING AND AUDITING

Providing Parties shall maintain such books and records as are necessary to support the charges for mutual assistance, in sufficient detail as may be necessary to enable the Parties to satisfy applicable regulatory requirements ("**Records**"). All Parties shall (a) maintain the Records in accordance with good record management practices and with at least the same degree of completeness, accuracy, and care as it maintains for its own records and (b) maintain its own accounting records, separate from the other Parties' accounting records. Subject to the provisions of this Agreement, Records supporting mutual assistance billings shall be available for inspection and copying by any qualified representative or agent of a Party, at the expense of the inquiring Party. In addition, FERC or state commission staff or agents may audit the accounting records that form the basis for charges for emergency assistance. All

Parties agree to cooperate fully with such audits.

ARTICLE 6. COOPERATION

The Parties will use good faith efforts to cooperate with each other in all matters related to the provision and receipt of mutual assistance. Such good faith cooperation will include using commercially reasonable efforts to obtain all consents, licenses, sublicenses, or approvals necessary to permit each Party to perform its obligations. Each Party shall make available to another Party any information required or reasonably requested by the Party related to the provision of mutual assistance and shall be responsible for timely provision of said information and for the accuracy and completeness of the information; provided, however, that a Party shall not be liable for not providing any information that is subject to a confidentiality obligation or a regulatory obligation not to disclose or be a conduit of information owned by it to a person or regulatory body other than the other Party. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits, utility regulatory proceedings, legal actions, or dispute resolution. Each Party shall fully cooperate and coordinate with each other's employees and contractors in the performance or provision of mutual assistance. The Parties shall not commit or permit any act that will interfere with the performance or receipt of mutual assistance by any Party's employees or contractors.

The Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.

The Parties agree to prepare and share local operational primary contact information from each Party as attached in Exhibit A to this Agreement to assist in the communication of an emergency and the request for assistance. On an annual basis, the Parties agree to update and circulate the primary contact information.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

Each Party shall be responsible for (a) its compliance with all laws affecting its business, including, but not limited to, laws and governmental regulations governing federal and state affiliate transactions, workers' compensation, health, safety and security; (b) pursuant to the provisions of the applicable mutual aid agreement, any use it may make of the mutual assistance to assist it in complying with such laws and governmental regulations; and (c) compliance with FERC's Standards of Conduct, Market-Based Rate Affiliate Restrictions, and any comparable restrictions imposed by FERC or a State Commission.

ARTICLE 8. TERMINATION FOR CONVENIENCE

Any Party may terminate its participation in this Agreement either with respect to all, or part, of the mutual assistance provided hereunder at any time and from time to time, for any reason or no reason, by giving written notice of termination to the other Party.

ARTICLE 9. SUBCONTRACTORS

To the extent provided herein, the Parties shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by such subcontractors and shall maintain

complete control over all such subcontractors, it being understood and agreed that anything not contained herein shall not be deemed to create any contractual relation between the subcontractor of any tier and the Parties.

ARTICLE 10. ADDING FUTURE PARTIES

Electric distribution entities operating in Utah may join this Mutual Assistance Agreement by following the procedures in this section without the necessity of amending this Agreement. Future electric parties are admitted upon signing the Agreement and completing the contact information in Exhibit A. Newly admitted parties shall have equal participation with all existing parties.

ARTICLE 11. AUTHORIZATION

Each of the Parties hereby represents and warrants that it is authorized to enter into this Agreement and that, upon execution, the terms of the Agreement are binding upon the Parties.

ARTICLE 12. LIABILITY

a. Indemnity. The Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of Assistance by the Assisting Party, unless such death or injury to person, or damage to property, is caused by the gross negligence or willful misconduct of the Assisting Party.

b. Limitation on Damages. No Party shall be liable to another Party for any incidental, indirect, or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying electric or natural gas service, resulting from performance or nonperformance of the obligations under this Agreement.

c. Limitation on Warranty. The vehicles or equipment which the Assisting Party shall provide to the Requesting Party shall not, to the actual knowledge of Assisting Party, be provided in unsafe operating condition, as represented by manufacturer standards and industry practices. EXCEPT AS EXPRESSLY PROVIDED IN THE PREVIOUS SENTENCE, THE ASSISTING PARTY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, SUITABILITY FOR USE, FREEDOM FROM DEFECT OR OTHERWISE OF SUCH VEHICLES OR EQUIPMENT. THE REQUESTING PARTY SHALL USE ANY VEHICLES AND EQUIPMENT PROVIDED IN RENDERING ASSISTANCE AT ITS OWN RISK.

ARTICLE 13. INSURANCE

During the term of this Agreement each party shall procure and maintain the following insurance coverages with insurers with a minimum A.M. Best rating of A-7 or through an acceptable public agency insurance mutual, at its own expense (except as otherwise provided herein):

(i) Commercial general liability insurance with limits of not less than \$3,000,000 combined single limit liability insurance, or on occurrence basis, for personal injury, bodily injury, death property

damage, and coverage for products and completed operations;

- (ii) Worker's compensation insurance with statutory limits and employer liability in the amount of \$100,000;
- (iii) Automobile liability insurance covering all owned, hired and non-owned motor vehicles with a combined bodily injury and property damage single limit of not less than \$1,000,000; and
- (iv) Excess liability coverage in amounts not less than \$2,000,000.

All parties may meet this obligation via any combination of insurance, self-insurance or deductibles to satisfy all of its requirements under the Article 13.

ARTICLE 14. GOVERNMENTAL IMMUNITY

This Agreement shall not be construed as a waiver of Parties' governmental immunity as applicable and as provided for in Utah Code Ann. § 63G-7-100 et seq.

ARTICLE 15. MISCELLANEOUS

a. No Waiver. The failure of a Party to insist upon or enforce strict performance of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of its right to enforce such terms or rights on any future occasion.

b. Choice of Law. This Agreement shall be construed under the laws of the state of Utah.

c. Dispute Resolution. If the Requesting Party disputes any charge invoiced by the Assisting Party under this Agreement, the Requesting Party may pay under protest. The protest must be made in writing at the time payment is made. If a payment is made under protest, the Parties shall exchange their respective Records related to the charge(s) at issue and attempt to resolve the dispute through good faith negotiations. If the Parties are unable to resolve any disputed charge after ninety (90) days, the Parties agree to attend an in-person mediation, with a mutually agreeable mediator. No Party may initiate any legal action with respect to the disputed charge until after a mediation has occurred (or a Party refuse to mediate, in contravention of the provisions in this paragraph).

d. Jury Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

e. Severability. Any provision of this Agreement prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

f. Relationship of Parties and No Third-Party Rights. This Agreement does inure to the benefit of the Parties, but does not otherwise create any joint venture, partnership, undertaking, or business arrangement between the Parties nor any rights or benefits to third parties.

g. Amendments and/or Modifications. Any amendment or modification of this Agreement, or additional obligation assumed by any Party in connection with this Agreement, shall be effective only

if placed in writing and signed by all Parties or by authorized representatives of each Party.

h. Entire Agreement. All understandings, representations, warranties, agreements and referenced attachments, if any, existing between the Parties regarding the subject matter hereof are merged into this Agreement, which fully and completely express the agreement of the Parties with respect to the subject matter hereof.

i. Counterparts. This Agreement may be executed in one or more counterparts (including counterparts delivered by facsimile or other electronic means), each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signature pages follow]

SIGNATURE PAGE

This blank form signature page for the One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities, which has been executed by PacifiCorp dba Rocky Mountain Power and URECA, is intended for use by any URECA Members and any Publicly Owned Utilities, and the duly authorized officers or representatives of such entities have executed this One Utah Mutual Assistance Agreement for the Provision of Mutual Aid Between Electrical Utilities, with the intent to be legally bound as of the date set forth below.

NAME OF ENTITY: PacifiCorp DBA Rocky Mountain Power

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Dixie Power

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Garkane Energy

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Moon Lake Electric

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Raft River Electric

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Spanish Fork City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Provo City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Levan City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Nephi City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Salem City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Manti City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: South Utah Valley Electric Service District

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: Morgan City

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

NAME OF ENTITY: _____

By: _____ Date: _____

Print Name: _____

Title: _____

EXHIBIT A
One Utah Mutual Assistance Agreement
Primary Contact Information

Rocky Mountain Power

Regions/Cities	Name	Title	Office Phone	Mobile Phone	Email

Utah Rural Electric Cooperative Association

Cooperatives	Name	Title	Office Phone	Mobile Phone	Email

Community Owned Utilities

Cities/Utilities	Name	Title	Office Phone	Mobile Phone	Email



BOUNTIFUL

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

CITY MANAGER
Gary R. Hill

Bountiful City, Utah Resolution No. 2021-19

A RESOLUTION APPROVING A MUTUAL ASSISTANCE AGREEMENT BETWEEN PACIFICORP dba ROCKY MOUNTAIN POWER, THE UTAH RURAL ELECTRIC COOPERATIVE ASSOCIATION (URECA), THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS (UAMPS), THE UTAH MUNICIPAL POWER AGENCY (UMPA)

WHEREAS, URECA represents eight electric power distribution cooperatives and one generation and transmission cooperatives; and

WHEREAS, Rocky Mountain Power is a regulated electric utility which provides electric utility services to captive customers within franchised service areas in Utah; and

WHEREAS, UAMPS is a political subdivision of the State of Utah formed pursuant to the Utah Interlocal Cooperation Act representing 35 publicly-owned electric utilities, including Bountiful City, that provide electricity to consumers within their service territories in Utah; and

WHEREAS, UMPA is a political subdivision of the State of Utah formed pursuant to the Utah Interlocal Cooperation Act representing six municipal electric utilities and provides electricity to consumers within their service territories in Utah; and

WHEREAS, in the event of an emergency, one or more of the above noted organizations or entities, or its members may desire aid or assistance from one or more of the above noted organizations or entities, which may involve the provision of goods, services and/or specialized resources, or the emergency interchange of equipment or goods; and

WHEREAS, it is in the mutual interest and a goal of the above noted organizations or entities to be prepared to provide for emergency repair and restoration services, to systems and facilities on a reciprocal basis; and

WHEREAS, in order to accomplish this goal, it is advisable that the organizations or entities enter into a mutual assistance agreement to provide the procedures under which an organization or entity may request and receive assistance from other organizations or entities; and

WHEREAS, the Bountiful City Council finds that it is in the best interests of Bountiful City to enter into a mutual aid agreement with the goal of providing mutual aid and assistance as well as procedures for providing said mutual aid or assistance.

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

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached One Utah Mutual Assistance Agreement labeled Exhibit “A” which is incorporated by this reference.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached One Utah Mutual Assistance Agreement and any other necessary documents.

Section 3. Implementation. The City Manager and other City officials are authorized to perform all acts they deem necessary and appropriate to finalize the Agreement.

Section 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 28th day of September, 2021.

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

City Council Staff Report



Subject: Storm Water Inter-local Agreement
Author: Todd Christensen
Dept: Engineering
Date: October 26, 2021

Background

All cities and Davis County each have a storm water permit with the State of Utah. The permit requirements are the same. In order to improve efficiency, the jurisdictions have been working together through an interlocal agreement since 2003. The most recent agreement was executed in 2016 and has recently expired.

Analysis

The interlocal agreement is an important part of the City's Storm Water Management Program. It enables the City to take advantage of the opportunities of working with nearby jurisdictions that are under the same storm water regulations. Through the agreement we are able to pool resources, share the workload, collaborate, and more efficiently carry out some aspects of the storm water program.

The terms of the interlocal agreement being proposed are essentially the same as the recently expired 2016 interlocal agreement.

Significant Impacts

No significant impacts are expected from taking the recommended action.

Department Review

This has been reviewed by the Engineering Department and Legal Department.

Recommendation

Staff recommends approving Resolution 2021-21 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit.

Attachments

Proposed 2021-22 Interlocal Cooperation Agreement between Davis County Cities and Davis County for Utah Pollutant Discharge Elimination System (UPDES) General Permit



BOUNTIFUL

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

CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2021-22

A RESOLUTION APPROVING THE 2021 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY FOR UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) GENERAL PERMIT.

It is the finding of the Bountiful City Council that:

1. The City is authorized by Utah Code § 11-13-101 *et seq.* authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and
2. Bountiful City, Davis County, and various participating cities of Davis County, desire to enter into a cooperative agreement for the joint implementation of UPDES General Permit Requirements, as more particularly provided herein; and
3. It is in the best interest of the City to enter into this Interlocal Agreement in order to provide for the efficient use of funds and resources for implementation of UPDES General Permit requirements.

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

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Interlocal Cooperation Agreement between Bountiful City, Davis County, and various participating cities of Davis County, for the joint implementation of UPDES General Permit Requirements.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement for and on behalf of the City.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 26th day of October, 2021.

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

**2021 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2021, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are “public agencies” and are authorized and to comply with the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Institutions, industrial and commercial facilities
 - iii. Developers and contractors (construction)
 - iv. Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel
 - ii. Create partnerships
 - iii. Obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote model ordinances, updates and standards that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- f. Jointly participate to develop draft Standard Operating Procedures
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2026) and for an additional 120 days from the effective date of the renewal of the Permit by the Division.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

DAVIS COUNTY

By: _____
Randy Elliott, Chair
Davis County Commission

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF BOUNTIFUL

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

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Date _____

CITY OF CENTERVILLE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

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CITY OF CLEARFIELD

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF CLINTON

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF FARMINGTON

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF FRUIT HEIGHTS

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF KAYSVILLE

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF LAYTON

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF NORTH SALT LAKE

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF SOUTH WEBER

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF SUNSET

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF SYRACUSE

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF WEST BOUNTIFUL

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF WEST POINT

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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Date _____

CITY OF WOODS CROSS

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney