

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 25, 2018

Work Session – 6:00 p.m.

Regular Session - 7:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, 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.

AGENDA

6:00 p.m. – Work Session

1. Q & A with Davis County Commissioners
2. Discussion on a possible interlocal agreement with South Davis Rec for an Ice Ribbon at the Plaza – Mr. Lloyd Cheney & Mr. Tyson Beck p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 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. Approve minutes of previous meeting held on September 11, 2018 p. 5
4. Council Reports
5. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid September 3 & 10, 2018 p. 11
 - b. July 2018 Financial report p. 15
6. Consider approval of Ordinance 2018-11 amending Section 14-14-124 of the Bountiful City Land Use Ordinance in order to allow accessory units to be leased and/or occupied by persons who are not immediate family members of the owner-occupant of the dwelling and other related changes – Mr. Chad Wilkinson p. 29
 - a. Public Hearing
 - b. Action
7. Consider approval of Resolution 2018-11 authorizing the Mayor to enter into an interlocal agreement with Davis County for construction of bridges in Holbrook Canyon – Mr. Chad Wilkinson p. 37
8. Consider approval of the additional cost for engineering services for the 138 Substation from ECI in the amount of \$50,000 – Mr. Allen Johnson p. 49
9. Consider approval of the purchase of a Ford F-150 Super Crew Cab pickup truck from Performance Ford Lincoln in the amount of \$30,961 – Mr. Allen Johnson p. 51
10. Consider approval of the purchase of two Ford F-150 Super Cab pickup trucks from Performance Ford Lincoln in the amount of \$56,792 – Mr. Allen Johnson p. 53
11. Consider approval of the purchase of a Ford F-350 XL Super Cab 4X4 Diesel Cab and Chassis from Performance Ford Lincoln in the amount of \$40,805 – Mr. Allen Johnson p. 55
12. Consider approval of the purchase of a Ford Explorer XLT 4x4 from Larry H. Miller Ford Lincoln in the amount of \$35,789.24 – Mr. Allen Johnson p. 57
13. Consider approval of the purchase of 11,700 feet of 1100 URD cable from Codale Electric Supply in the amount of \$92,664 – Mr. Allen Johnson p. 59
14. Consider approval of Ordinance 2018-12 amending the Bountiful Municipal Code with respect to streets and engineering standards, firearms and shooting ranges, and scrivener’s errors in the single family residential zoning code – Mr. Clinton Drake p. 61
15. Consider approval of the Second Amendment to the Land Lease agreement with Verizon Wireless – Mr. Clinton Drake p. 69
16. Adjourn


City Recorder

City Council Staff Report



Subject: Possible Interlocal Agreement with South Davis Recreation for an Ice Ribbon
Author: Gary Hill
Department: Administration
Date: September 25, 2018

Background

The Plaza Master Plan concept includes an outdoor ice trail/ribbon as a possible future element of the Plaza. Ideally, the ice ribbon would be operated by South Davis Recreation District (SDRD) in partnership with Bountiful City. It has not (yet) been included in the current construction phase pending an agreement with SDRD.

On Monday, September 17th I met with the SDRD Board and proposed an arrangement where Bountiful City would use RAP Tax funding to construct the ice ribbon and SDRD would run the facility. The SDRD Board wanted more financial information, but was enthusiastic about the idea and asked their Executive Director, Tif Miller to work with us to put together an interlocal agreement for their consideration at their next meeting in October.

Staff would like the City Council to consider the conditions of this potential interlocal agreement and provide direction. If we are able to come to an agreement in October we can include the design and construction of the ice ribbon in the current phase of the Plaza.

Analysis

Division of Responsibilities

The agreement with SDRD would see Bountiful City paying for the initial capital construction of the ice facility including the ice sheet and related equipment, a building for skate rentals and storage, and an ice resurfer (Zamboni). SDRD would be responsible for all operating expenses including utilities, staffing, maintenance and purchase of rental equipment. All operating revenues would go to SDRD. Bountiful and SDRD would share capital replacement costs in the future.

Operation

The outdoor rink/ribbon would be open for at least three months between December and the end of February, and could be up and running as early as November and operate well into March. The sheet would likely be open weekdays from 4 to 9, and weekends as early as

noon to 9 or 10 pm. Tif Miller has estimated that SDRD can break even or possibly run a profit on ice operations.

Bountiful City Funding

The funding for this project would come from RAP Tax revenues that will be collected once the City's obligation for paying for the construction of Creekside Park is completed. By way of reminder, 75% of RAP Tax revenues are earmarked for Creekside. Conservative estimates show that we will collect between \$1.37 million and \$1.55 million from this 75% after Creekside has been paid for. We would "borrow" funding from the Capital Projects Fund to pay for the initial construction and then repay that fund from the future RAP Tax collections.

Department Review

This concept has been reviewed by the Engineering, Planning, Finance, and Legal Departments.

Significant Impacts

Staff believes that a winter element to the Plaza is very important to attract families and visitors downtown throughout the year. The ice ribbon idea meets this important need. It also matches the desire of SDRD to provide more open ice time for District patrons. It could be a beneficial project for residents and businesses downtown as well.

Recommendation

Staff recommends the City Council consider the elements of the proposed interlocal agreement with SDRD and give direction to move forward with the project.

Attachments

None

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Minutes of the
BOUNTIFUL CITY COUNCIL
September 11, 2018 – 6:00 p.m.

14 Present: Mayor Randy Lewis
15 Councilmembers Kendalyn Harris, Richard Higginson, John Marc Knight,
16 Chris Simonsen
17 City Manager Gary Hill
18 Asst. City Manager Galen Rasmussen
19 City Attorney Clinton Drake
20 City Planner Chad Wilkinson
21 City Engineer Paul Rowland

22 Department Directors/Staff:

23 Asst. City Engineer Lloyd Cheney
24 Asst. City Engineer Todd Christensen
25 Streets/Sanitation Director Gary Blowers
26 Asst. Streets Director Charles Benson
27 Building Official M.J. Squire
28 Parks Director Brock Hill
29 Water Director Mark Slagowski
30 City Recorder Shawna Andrus
31 Engineering Secretary Tonya Munden
32 Recording Secretary Nikki Dandurand

33 Excused: Councilmember Beth Holbrook

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

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Work Session – 6:04 p.m.
Planning Conference Room

Mayor Lewis welcomed those in attendance and called the session to order at 6:04 p.m.

TRAILS COMMITTEE UPDATE – MR. CHAD WILKINSON

Mr. Jesse Bell, chair of the Trails Committee, started the discussion by thanking the Council for their support. He then continued to explain that making a connection to the mountains accessible is the goal. Holbrook Canyon will soon have bridges over some of the high water crossings. Mr. Wilkinson stated that they are working with the Forest Service in some of the lower areas. Mr. Bell asked that the master plan be updated and to engage a consultant to get that plan in action. They are working on an RFP to secure a consultant. The Council and Mr. Bell discussed the North Canyon trailhead, grant money and the requirements to secure funding.

1 **RECYCLING DISCUSSION – MR. LLOYD CHENEY AND MR. GARY BLOWERS**

2 Mr. Blowers stated that in August City personnel met with Bountiful’s current recycling
3 company, ACE, to review the contract. The City’s contract expires in December of 2018. The
4 current price stated in the contract cannot be renewed because of growing expenses. Four options
5 were presented for the recycling program in the City. Staff recommends option four which is to
6 renew/negotiate the contract with ACE and continue the recycling program. Staff and the Council
7 discussed options for the residents as well as keeping the costs the same or minimal.

8
9 **SALT LAKE CHAMBER HOUSING GAP COALITION – MS. BRYNN MORTENSEN, SL**
10 **CHAMBER**

11 Ms. Brynn Mortensen presented a Power Point to Staff and the Council about the lack of
12 affordable housing, factors contributing to it and possible solutions. The coalition is going to launch
13 a marketing campaign, visit all the cities and ask them to update their housing plans and zoning
14 ordinances.

15
16 **Regular Meeting – 7:05 p.m.**
17 **City Council Chambers**

18
19 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.
20 Kedric Green, local Scout, led the Pledge of Allegiance. Mayor Lewis asked for a moment of silence
21 to honor those lives lost on 9/11. President James McGuire, Bountiful East Stake, gave a prayer.

22
23 **PUBLIC COMMENT**

24 No comments were made

25
26 **APPROVE MINUTES OF PREVIOUS MEETING – AUGUST 28, 2018**

27 Mayor Lewis presented the minutes from the previous meeting. Councilman Simonsen
28 moved to approve the minutes and Councilman Higginson seconded the motion. Voting was
29 unanimous with Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.

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31 **COUNCIL REPORTS**

32 Councilman Simonsen reported on the Emergency Preparedness Fair. Councilman Knight
33 announced the City-wide clean up days October 9-12, 2018. Mayor Lewis announced that
34 Councilwoman Holbrook was recently selected to serve on a UTA committee.

35
36 **BCYC REPORT**

37 Emily Theobald and Belle Barlow reported that the Youth Council helped with the Arts
38 Festival last weekend and are planning the upcoming Pumpkin Patch event in October.

39
40 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID AUGUST 20, 21, 27**
41 **& 28, 2018**

42 Mayor Lewis presented the expenditure report and asked for a motion to approve.
43 Councilman Higginson moved to approve the weekly expenditures and Councilman Knight seconded
44 the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Simonsen
45 voting “aye”.

1 **RECOGNITION OF MR. PAUL ROWLAND FOR HIS RETIREMENT – MAYOR LEWIS**

2 Mayor Lewis recognized Mr. Paul Rowland for his 35 years with the City. Mr. Rowland took
3 a few minutes to thank those he has worked with and his wife.
4

5 **CONSIDER APPROVAL OF THE PURCHASE OF A JOHN DEERE BACKHOE AND**
6 **WARRANTY FROM HONNEN EQUIPMENT IN THE AMOUNT OF \$85,375 – MR. MARK**
7 **SLAGOWSKI**

8 Mr. Slagowski stated there is an error in the price, but the correct number is printed. The
9 department is using the state contract bid price, although other brands were considered. We will trade
10 in our old Caterpillar backhoe and will receive \$30,000 for it, which would make the total cost of the
11 new backhoe \$89,250. Councilman Higginson moved to approve the purchase and Councilwoman
12 Harris seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight
13 and Simonsen voting “aye”.
14

15 **CONSIDER APPROVAL OF THE PURCHASE OF TWO POLICE VEHICLES FROM KEN**
16 **GARFF DODGE IN THE AMOUNT OF \$55,027 – CHIEF TOM ROSS**

17 Mr. Gary Hill stated the following is a request for two 2019 Dodge Chargers assigned to the
18 Patrol division. The Chargers will be purchased from Ken Garff Dodge at the Utah State Contract
19 price of \$25,375. The total price for both vehicles is \$50,750 (actual amount) which is within the
20 amount budgeted in our FY2019 budget. Two older vehicles will be sold. Councilman Higginson
21 made a motion to approve the contract and Councilman Simonsen seconded the motion. Voting was
22 unanimous with Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.
23

24 **CONSIDER APPROVAL OF THE PRELIMINARY AND FINAL PUD PLAT FOR THE**
25 **MIDTOWN TOWNHOMES PUD – MR. PAUL ROWLAND**

26 Mr. Rowland stated that Mr. Brad Hutchings is the owner of two duplexes at the corner of 300
27 East and 100 North is requesting preliminary and final PUD conversion approval for these four units.
28 This is an existing two twin-home style apartment development and Mr. Hutchings is requesting that
29 it be converted into condominium units for ownership purposes. This type of conversion is allowed
30 under the Bountiful City zoning ordinance for developments with four or more units. The Planning
31 Commission sends a positive recommendation for preliminary and final PUD plat approval for the
32 Midtown Townhomes PUD with the following conditions:

- 33 1. Submit a current Title Report.
- 34 2. Make any and all other redline corrections.
- 35 3. Pay the required fees.

36 Councilman Higginson made a motion approve the preliminary and final PUD plat and
37 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,
38 Higginson, Knight and Simonsen voting “aye”.
39

40 **CONSIDER APPROVAL OF THE FINAL SITE PLAN FOR THE PROPOSED 12 UNIT**
41 **MULTIFAMILY BUILDING LOCATED AT 105 SOUTH 100 WEST – MR. CHAD**
42 **WILKINSON**

43 Mr. Wilkinson stated that the applicant, Knowlton General, requests final site plan approval
44 for a 12 unit multifamily development located at 105 S. 100 West. The applicant has submitted final
45 landscape plans for the development in order to comply with previous conditions of approval. The
46 Planning Commission reviewed the application at their September 4, 2018 meeting and forwards a

1 recommendation of approval to the City Council for final site plan for the proposed 12 unit
2 multifamily building subject to the following condition:

- 3 1. Prior to issuance of the building permit, either consolidate the parcels or provide a
4 shared parking and access agreement or easement in favor of the new development.

5 Councilman Higginson noted that these last two items were unanimously approval by the Planning
6 Commission. Councilman Higginson made a motion to approve the final site plan and Councilman
7 Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson Knight
8 voting “aye”.

9
10 **CONSIDER APPROVAL OF THE FIRST AMENDMENT TO THE LAND LEASE**
11 **AGREEMENT WITH VERIZON WIRELESS – MR. CLINTON DRAKE**

12 Mr. Drake noted that in July of 2017 the Bountiful City Council approved a cell tower site
13 and lease agreement for Verizon Wireless at the Bountiful Ridge Golf Course. After approval, the
14 Power Department noticed that the original approved location for the tower cabinets was directly
15 above a high voltage power line. Because of the high voltage line, the cell tower location, including
16 support equipment locations had to be moved. Councilwoman Harris made a motion to approve the
17 amendment and Councilman Higginson seconded the motion. Voting was unanimous with
18 Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.

19
20 **CONSIDER APPROVAL OF ORDINANCE 2018-10 AMENDING THE BOUNTIFUL**
21 **MUNICIPAL CODE – MR. CLINTON DRAKE**

22 Mr. Drake stated that most of these corrections are for efficiency reasons. Mr. Drake
23 reviewed the proposed changes which included:

- 24 1. Hearing Officer – this amendment clarifies that the appeal board hearing officer
25 shall be selected by the City.
- 26 2. Fireworks Displays – this change simplifies the process for an individual or
27 organization to apply for a fireworks display permit by allowing for
28 administrative approval through the City Manager instead of through the City
29 Council. All other requirements, including approval of the fire department remain
30 in place.
- 31 3. Written Permission for Certain Activities in Parks – the final change requires that
32 permission by the City be in written form before certain activities are allowed in
33 City parks.

34
35 Councilman Knight made a motion to approve the amendments and Councilman Simonsen
36 seconded the motion. Councilman Higginson asked about the off-street driving, i.e., the car show.
37 Mr. Drake stated that those provisions are already in place but it can be reviewed. Mr. Drake also
38 confirmed that the fireworks code still needs the fire marshal’s approval. Voting was unanimous
39 with Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.

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41 **CONSIDER APPROVAL OF THE LEASE EXTENSIONS/AMENDMENTS WITH CROWN**
42 **CASTLE – MR. CLINTON DRAKE**

43 Mr. Drake stated that Bountiful City currently holds three separate lease agreements for cell
44 towers owned by STC Five, LLC and T-Mobile. STC Five, LLC and T-Mobile contract with Crown
45 Castle, a third party cell tower management company, to manage the leases and cell tower sites. In
46 order to ensure continuity of service for its clients and the cellular users in Bountiful City, Crown

1 Castle is seeking to extend the terms of the above noted leases for up to three additional five year
2 extension. Staff recommends the proposed language of up to three additional terms of five years.
3 This is consistent with the original agreement and its terms. Mr. Drake also noted amendments that
4 will be effective in all three contracts. Councilman Higginson made a motion to approve the lease
5 extensions and Councilman Knight seconded the motion. Voting was unanimous with
6 Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.

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8 **CONSIDER APPROVAL OF THE ASSIGNMENT OF THE LEASE AGREEMENT WITH**
9 **AT&T TO UNITI TOWERS – MR. CLINTON DRAKE**

10 Mr. Drake stated the Council recently approved a cell tower site and lease agreement for new
11 Cingular Wireless (AT&T) at approximately 474 East Hidden Lake Drive, Bountiful. AT&T now
12 seeks to assign the lease to a third party (Uniti Towers). Councilwoman Harris made a motion to
13 approve the lease agreement and Councilman Higginson seconded the motion. Voting was
14 unanimous with Councilpersons Harris, Higginson, Knight and Simonsen voting “aye”.

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16 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
17 Knight made a motion to adjourn the meeting, and Councilman Higginson seconded the motion. The
18 regular session of the City Council was adjourned at 7:53 p.m.

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Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
September 3 & 10, 2018

Author: Tyson Beck, Finance Director

Department: Finance

Date: September 11, 2018



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 3 & 10, 2018.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 3, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	\$ 3,522.28	204761	08222018	Acct # 801-578-0401 452B
1845	D & L SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,940.00	204767	0000079620	Valve Boxes
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,461.00	204769	1063729	Misc. Parts
2298	GINES, KAYSON	Water	51.5100.415000.	Employee Education Reimb	1,251.99	204773	09042018	Reimbursed for Education
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	12,666.72	204781	20955	3/4" Meters
2564	I-D ELECTRIC INC	Water	51.5100.431000.	Profess & Tech Services	3,616.27	204782	103326	Replaced Motor
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	204787	SLC09180076	September 2018 Custodial Services
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	3,057.50	204788	08312018	Work completed in August 2018
2719	JMR CONSTRUCTION INC	Water	51.5100.461300.	Street Opening Expense	5,684.65	204788	08312018	Work completed in August 2018
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	23,587.11	204788	08312018	Work completed in August 2018
2727	JOHNSON, ALLEN R	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	2,290.80	204789	08302018	Travel/Training UAMPS Board Retreat
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	3,233.23	204790	2981	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	45.4410.473200.	Road Materials - Overlay	3,693.31	204790	2953	Patching on 400 So. Circle above Bountiful Blvd
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	8,077.69	204790	2992	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	45.4410.473200.	Road Materials - Overlay	23,685.20	204790	2961	Patching from 800 E. to Davis Blvd.
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,391.29	204791	361621	Road Base
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	3,394.62	204791	361678	Road Base
8635	LARSEN LARSEN NASH & LARSEN	Legal	10.4120.431100.	Legal And Auditing Fees	4,050.00	204792	08312018	Public Defender Services for Aug. 2018
4033	STANTEC CONSULTING	Water	51.5100.431000.	Profess & Tech Services	8,814.00	204808	1352422	Source Protection Plan
4051	STATE OF UTAH	Landfill	57.5700.431300.	Environmental Monitoring	2,558.22	204809	1547	Emissions Inventory Fee for July 2018-June 30,2019
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,509.38	204813	1450058	Fluoride
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,309.25	204813	1450057	Fluoride
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	25,077.88	204815	0279294	Fuel
TOTAL:					<u>\$ 149,647.39</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid September 10, 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>ORG DESC</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>FULL DESC</u>
1117	AMERICAN CASTING & MFG	Light & Power	53.5300.448650.	Meters	\$ 1,437.08	204830	299282	Meter Seals // Customer #CITYBOU1
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,741.92	204835	75T87618	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,136.46	204835	75T87718	Tree Trimming
3323	BLUE TARP FINANCIAL	Landfill	57.5700.425000.	Equip Supplies & Maint	1,568.99	204845	1620962379	Trash Pump
1447	BP ENERGY COMPANY	Light & Power	53.5300.448611.	Natural Gas	239,883.91	204847	1477431	Natural Gas
1610	CENTRAL GLASS CO INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,398.00	204853	02974321	Tempered Glass
9982	DIAMOND TREE EXPERTS	Landfill	57.5700.462400.	Contract Equipment	52,250.00	204869	7155500.1	Landfill Green Waste Grinding
10205	GOBLE SAMPSON ASSOC	Water	51.5100.472100.	Buildings	3,676.29	204878	BINV0007072	Apex Hose Pump
2329	GORDON'S COPYPRINT	Legislative	10.4110.461000.	Miscellaneous Expense	1,984.45	204879	048111	Final Adopted FY 2019 Budget
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	2,404.00	204880	13971	Turf Supplies
4996	KEDDINGTON & CHRISTENSEN	Water	51.5100.431100.	Legal And Auditing Fees	1,241.29	204900	3107	1st Interim Billing Audit services for yr end 2018
4996	KEDDINGTON & CHRISTENSEN	Finance	10.4140.431100.	Legal And Auditing Fees	3,508.40	204900	3107	1st Interim Billing Audit services for yr end 2018
4996	KEDDINGTON & CHRISTENSEN	Light & Power	53.5300.431100.	Legal And Auditing Fees	4,601.91	204900	3107	1st Interim Billing Audit services for yr end 2018
4844	LEGACY EQUIPMENT	Storm Water	49.4900.425000.	Equip Supplies & Maint	1,060.75	204905	87588	Parts
2932	LES SCHWAB TIRE CENTER	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,320.42	204907	50200177282	Tires and Services
8404	MAIN STREET INVESTMENT	Legislative	45.4110.472100.	Buildings	8,779.50	204911	09112018	Rent for October 2018
3032	MAXWELL PRODUCTS INC	Streets	10.4410.473200.	Road Materials - Overlay	15,004.60	204912	13107	Nuvo CS B Polyskin Material
3452	PERPETUAL STORAGE	Information Technology	10.4136.429300.	Computer Hardware	1,005.14	204924	109471	Media Storage Services
5453	PLAYSPACE DESIGNS INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	3,720.00	204927	12219	Wood Fibers for the Playground
3549	PREMIER VEHICLE INSTALLATION	Liquor Control	10.4218.445100.	Public Safety Supplies	19,275.00	204931	27878	Police Vehicle Accessories& Equipment
5167	SALT LAKE VALLEY-CDJ	Streets	10.4410.425000.	Equip Supplies & Maint	2,251.07	204945	6428189	Parts
4285	TYLER TECHNOLOGIES	Streets	10.4410.424000.	Office Supplies	2,614.38	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4285	TYLER TECHNOLOGIES	Light & Power	53.5300.429300.	Computer	6,365.40	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4285	TYLER TECHNOLOGIES	Engineering	10.4450.429300.	Computer Hardware	6,729.85	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4285	TYLER TECHNOLOGIES	Planning	10.4610.425000.	Equip Supplies & Maint	6,729.85	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4285	TYLER TECHNOLOGIES	Human Resources	10.4134.429200.	Computer Software	7,729.40	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4285	TYLER TECHNOLOGIES	Finance	10.4140.429200.	Computer Software	20,172.38	204975	045-231717a	TechSupport&Maintenance&Licensing// Cust #41630
4450	VERIZON WIRELESS	Water	51.5100.428000.	Telephone Expense	1,024.70	204983	9813757057	Service for Acct # 442080322-00001
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	204983	9813299149	Service for Acct # 771440923-00001
TOTAL:					<u>\$ 429,095.81</u>			

City Council Staff Report

Subject: July 2018 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: September 20, 2018



Background

These reports include summary revenue, expense, and budget information for all of the City's 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 expenditure reports are provided that give comparative revenue and expenditure data for July 2018 compared to the past three fiscal YTD periods through each respective July.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2019 budget portion of these reports is the originally adopted FY2019 budget approved by the City Council in August of 2018.

Recommendation

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

Attachments

- July 2018 Revenue & Expense Report – Fiscal 2019 YTD

July 2018 Budget Performance Report

■ Revenues
■ Expenditures - Includes Capital Outlay

8.33% of the year has expired

General

Capital Projects

Storm Water

Water

Light & Power

Golf Course

Landfill

Sanitation

Cemetery

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City of Bountiful, UT
JULY YTD REVENUES - FY 2019

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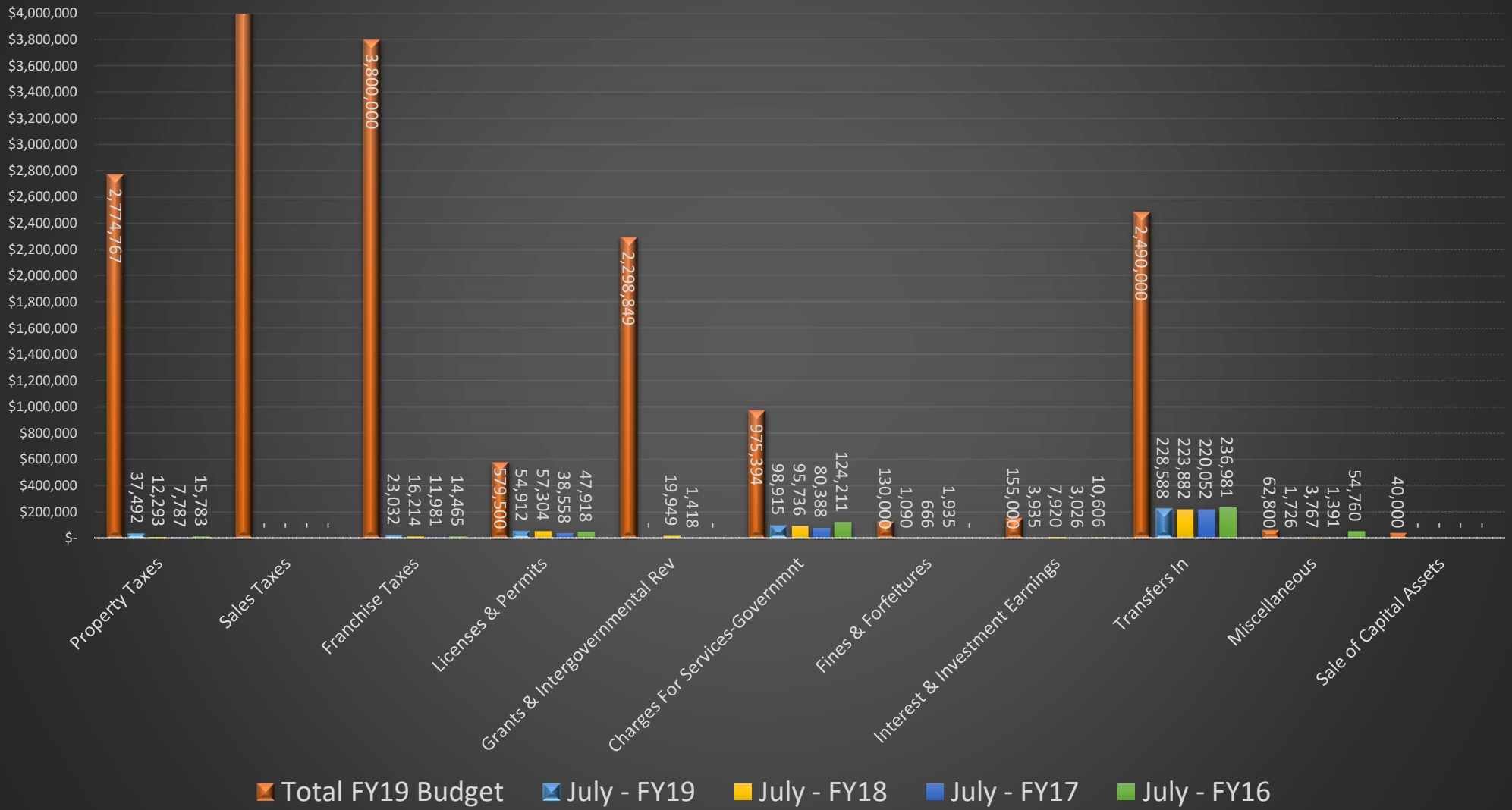
FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-17,451,335	-17,451,335	-449,690.70	-449,690.70	.00	-17,001,644.30	2.6%
30 DEBT SERVICE	-300	-300	-3.88	-3.88	.00	-296.12	1.3%
44 MUNICIPAL BUILDING AUTHORITY	-171,875	-171,875	-67.51	-67.51	.00	-171,807.49	.0%
45 CAPITAL IMPROVEMENT	-9,430,400	-9,430,400	-9,437.87	-9,437.87	.00	-9,420,962.13	.1%
48 RECYCLING	-431,628	-431,628	-3,615.77	-3,615.77	.00	-428,012.23	.8%
49 STORM WATER	-1,632,804	-1,632,804	-13,772.67	-13,772.67	.00	-1,619,031.33	.8%
51 WATER	-5,905,000	-5,905,000	-56,512.50	-56,512.50	.00	-5,848,487.50	1.0%
53 LIGHT & POWER	-34,638,387	-34,638,387	-288,664.17	-288,664.17	.00	-34,349,722.83	.8%
55 GOLF COURSE	-1,455,500	-1,455,500	-181,408.29	-181,408.29	.00	-1,274,091.71	12.5%
57 LANDFILL	-2,139,102	-2,139,102	-152,369.44	-152,369.44	.00	-1,986,732.56	7.1%
58 SANITATION	-1,227,682	-1,227,682	-24,111.35	-24,111.35	.00	-1,203,570.65	2.0%
59 CEMETERY	-591,400	-591,400	-27,254.34	-27,254.34	.00	-564,145.66	4.6%
61 COMPUTER MAINTENANCE	-42,583	-42,583	-5.18	-5.18	.00	-42,577.82	.0%
63 LIABILITY INSURANCE	-561,712	-561,712	-464.81	-464.81	.00	-561,247.19	.1%
64 WORKERS' COMP INSURANCE	-304,550	-304,550	-11,031.68	-11,031.68	.00	-293,518.32	3.6%
72 RDA REVOLVING LOAN FUND	-502,600	-502,600	-16,731.80	-16,731.80	.00	-485,868.20	3.3%
73 REDEVELOPMENT AGENCY	-4,326,545	-4,326,545	-1,128.69	-1,128.69	.00	-4,325,416.31	.0%
74 CEMETERY PERPETUAL CARE	-87,000	-87,000	-5,792.74	-5,792.74	.00	-81,207.26	6.7%
78 LANDFILL CLOSURE	-12,400	-12,400	-1,844.98	-1,844.98	.00	-10,555.02	14.9%
83 RAP TAX	-548,000	-548,000	-37.45	-37.45	.00	-547,962.55	.0%
92 OPEB TRUST	0	0	-1,597.32	-1,597.32	.00	1,597.32	100.0%
99 INVESTMENT	0	0	21,164.11	21,164.11	.00	-21,164.11	100.0%
GRAND TOTAL	-81,460,803	-81,460,803	-1,224,379.03	-1,224,379.03	.00	-80,236,423.97	1.5%

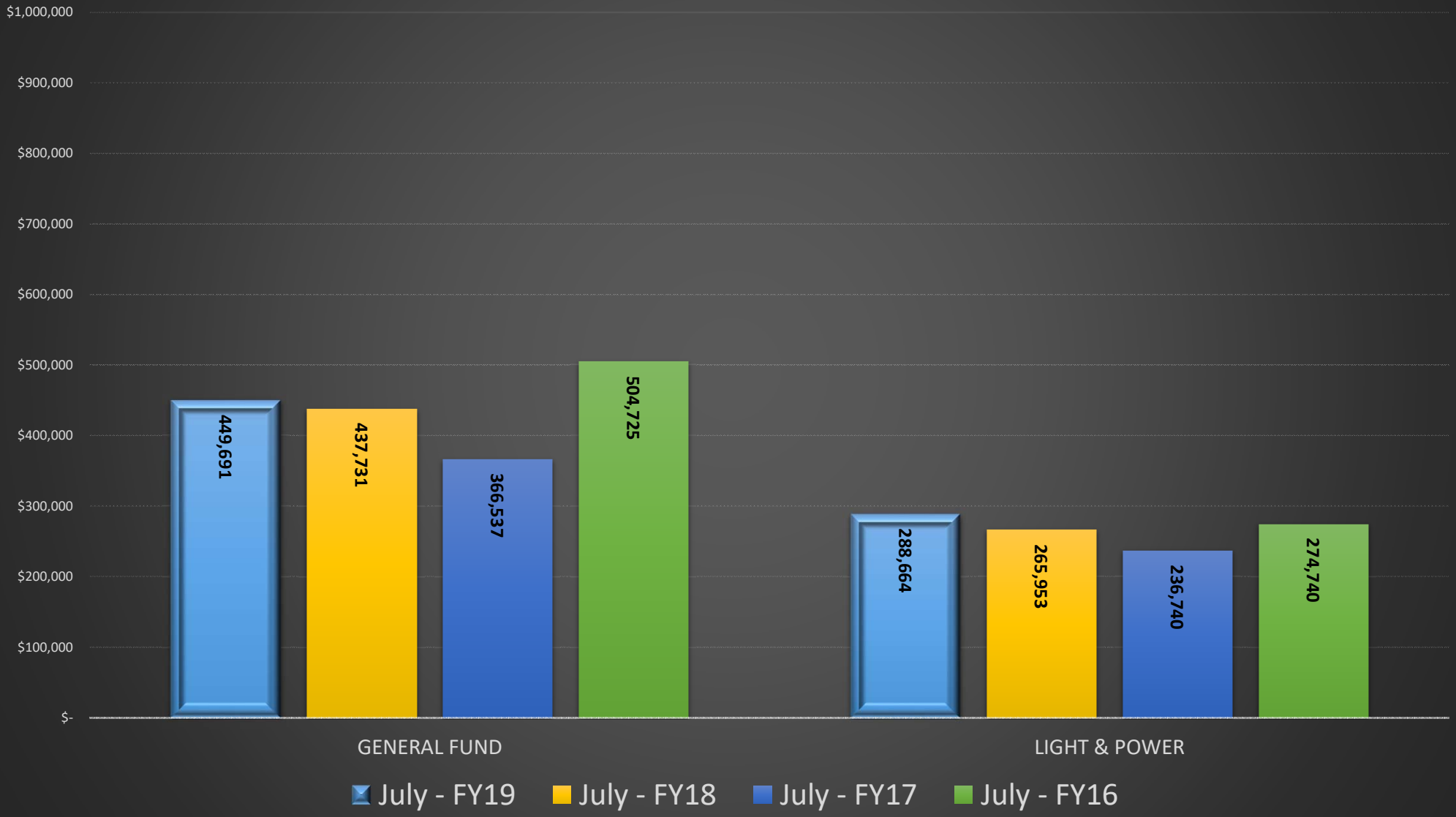
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General Fund Detailed Revenues

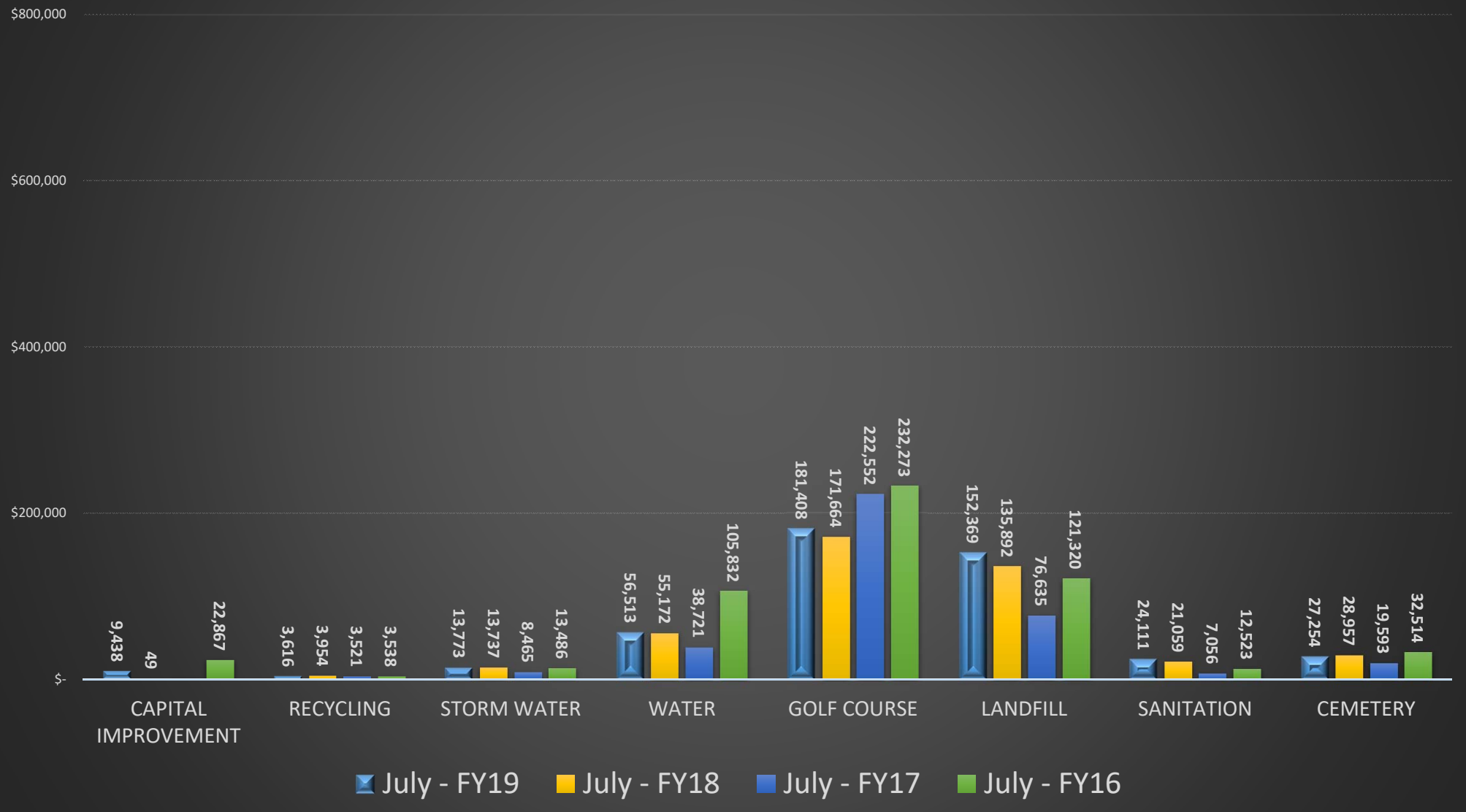
July 2018 YTD Revenues (Fiscal Year 2019) Compared to the FY2019 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



July 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



July 2018 YTD Revenues (Fiscal 2019) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
JULY YTD EXPENSES - FY 2019

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	740,766	740,766	68,513.33	68,513.33	.00	672,252.67	9.2%
4120 Legal	330,355	330,355	11,485.59	11,485.59	.00	318,869.41	3.5%
4130 Executive	191,265	191,265	2,409.07	2,409.07	.00	188,855.93	1.3%
4134 Human Resources	149,963	149,963	2,815.33	2,815.33	.00	147,147.67	1.9%
4136 Information Technology	415,833	415,833	11,567.92	11,567.92	.00	404,265.08	2.8%
4140 Finance	428,798	428,798	4,348.85	4,348.85	.00	424,449.15	1.0%
4143 Treasury	148,986	148,986	-20,059.78	-20,059.78	.00	169,045.78	-13.5%
4160 Government Buildings	120,447	120,447	5,952.40	5,952.40	.00	114,494.60	4.9%
4210 Police	6,573,099	6,573,099	267,187.38	267,187.38	.00	6,305,911.62	4.1%
4215 Reserve Officers	10,000	10,000	84.48	84.48	.00	9,915.52	.8%
4216 Crossing Guards	147,350	147,350	30.00	30.00	.00	147,320.00	.0%
4217 PROS	345,277	345,277	10,343.27	10,343.27	.00	334,933.73	3.0%
4218 Liquor Control	43,358	43,358	2,112.99	2,112.99	.00	41,245.01	4.9%
4219 Enhanced 911	595,000	595,000	48,022.51	48,022.51	.00	546,977.49	8.1%
4220 Fire	2,049,347	2,049,347	518,480.75	518,480.75	.00	1,530,866.25	25.3%
4410 Streets	3,239,743	3,239,743	375,034.85	375,034.85	.00	2,864,708.15	11.6%
4450 Engineering	705,686	705,686	30,261.17	30,261.17	.00	675,424.83	4.3%
4510 Parks	927,154	927,154	50,283.52	50,283.52	.00	876,870.48	5.4%
4610 Planning	288,910	288,910	10,410.03	10,410.03	.00	278,499.97	3.6%
TOTAL GENERAL FUND	17,451,337	17,451,337	1,399,283.66	1,399,283.66	.00	16,052,053.34	8.0%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	300	300	1.15	1.15	.00	298.85	.4%
TOTAL DEBT SERVICE	300	300	1.15	1.15	.00	298.85	.4%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	171,875	171,875	19.99	19.99	.00	171,855.01	.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	171,875	171,875	19.99	19.99	.00	171,855.01	.0%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT
JULY YTD EXPENSES - FY 2019

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45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	7,035,000	7,035,000	.00	.00	.00	7,035,000.00	.0%
4140	Finance	17,900	17,900	1,682.54	1,682.54	.00	16,217.46	9.4%
4210	Police	443,000	443,000	.00	.00	.00	443,000.00	.0%
4410	Streets	1,792,000	1,792,000	138,940.69	138,940.69	.00	1,653,059.31	7.8%
4450	Engineering	38,500	38,500	.00	.00	.00	38,500.00	.0%
4510	Parks	104,000	104,000	.00	.00	.00	104,000.00	.0%
	TOTAL CAPITAL IMPROVEMENT	9,430,400	9,430,400	140,623.23	140,623.23	.00	9,289,776.77	1.5%
48 RECYCLING								
4800	Recycling	431,628	431,628	6,585.30	6,585.30	.00	425,042.70	1.5%
	TOTAL RECYCLING	431,628	431,628	6,585.30	6,585.30	.00	425,042.70	1.5%
49 STORM WATER								
4900	Storm Water	1,632,803	1,632,803	51,537.38	51,537.38	.00	1,581,265.62	3.2%
	TOTAL STORM WATER	1,632,803	1,632,803	51,537.38	51,537.38	.00	1,581,265.62	3.2%
51 WATER								
5100	Water	5,905,000	5,905,000	179,147.44	179,147.44	.00	5,725,852.56	3.0%
	TOTAL WATER	5,905,000	5,905,000	179,147.44	179,147.44	.00	5,725,852.56	3.0%
53 LIGHT & POWER								
5300	Light & Power	34,638,387	34,638,387	720,371.35	720,371.35	.00	33,918,015.65	2.1%
	TOTAL LIGHT & POWER	34,638,387	34,638,387	720,371.35	720,371.35	.00	33,918,015.65	2.1%
55 GOLF COURSE								

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JULY YTD EXPENSES - FY 2019

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55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,455,500	1,455,500	98,656.14	98,656.14	.00	1,356,843.86	6.8%
	TOTAL GOLF COURSE	1,455,500	1,455,500	98,656.14	98,656.14	.00	1,356,843.86	6.8%
<hr/>								
57	LANDFILL							
5700	Landfill	2,139,102	2,139,102	120,387.07	120,387.07	.00	2,018,714.93	5.6%
	TOTAL LANDFILL	2,139,102	2,139,102	120,387.07	120,387.07	.00	2,018,714.93	5.6%
<hr/>								
58	SANITATION							
5800	Sanitation	1,227,681	1,227,681	51,110.99	51,110.99	.00	1,176,570.01	4.2%
	TOTAL SANITATION	1,227,681	1,227,681	51,110.99	51,110.99	.00	1,176,570.01	4.2%
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59	CEMETERY							
5900	Cemetery	591,400	591,400	28,173.07	28,173.07	.00	563,226.93	4.8%
	TOTAL CEMETERY	591,400	591,400	28,173.07	28,173.07	.00	563,226.93	4.8%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	42,583	42,583	39.16	39.16	.00	42,543.84	.1%
	TOTAL COMPUTER MAINTENANCE	42,583	42,583	39.16	39.16	.00	42,543.84	.1%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	561,711	561,711	7,698.42	7,698.42	.00	554,012.58	1.4%
	TOTAL LIABILITY INSURANCE	561,711	561,711	7,698.42	7,698.42	.00	554,012.58	1.4%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
JULY YTD EXPENSES - FY 2019

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64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	304,550	304,550	62,445.67	62,445.67	.00	242,104.33	20.5%
	TOTAL WORKERS' COMP INSURANCE	304,550	304,550	62,445.67	62,445.67	.00	242,104.33	20.5%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,600	502,600	192.19	192.19	.00	502,407.81	.0%
	TOTAL RDA REVOLVING LOAN FUND	502,600	502,600	192.19	192.19	.00	502,407.81	.0%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	4,326,545	4,326,545	6,415.38	6,415.38	.00	4,320,129.62	.1%
	TOTAL REDEVELOPMENT AGENCY	4,326,545	4,326,545	6,415.38	6,415.38	.00	4,320,129.62	.1%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	87,000	87,000	108.43	108.43	.00	86,891.57	.1%
	TOTAL CEMETERY PERPETUAL CARE	87,000	87,000	108.43	108.43	.00	86,891.57	.1%
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78	LANDFILL CLOSURE							
7800	Landfill Closure	12,400	12,400	.00	.00	.00	12,400.00	.0%
	TOTAL LANDFILL CLOSURE	12,400	12,400	.00	.00	.00	12,400.00	.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	548,000	548,000	54,741.80	54,741.80	.00	493,258.20	10.0%
	TOTAL RAP TAX	548,000	548,000	54,741.80	54,741.80	.00	493,258.20	10.0%
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92	OPEB TRUST							

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City of Bountiful, UT
JULY YTD EXPENSES - FY 2019

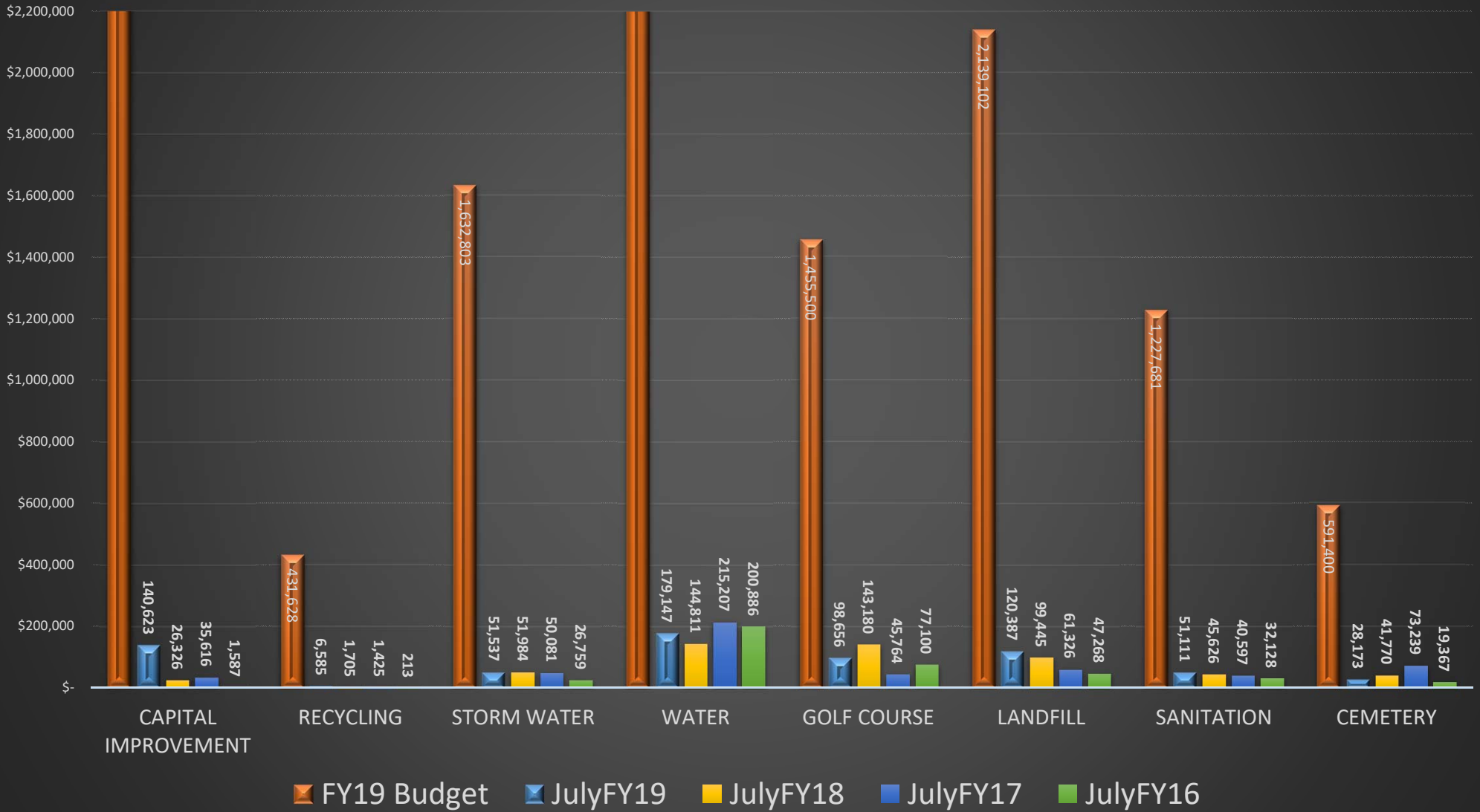
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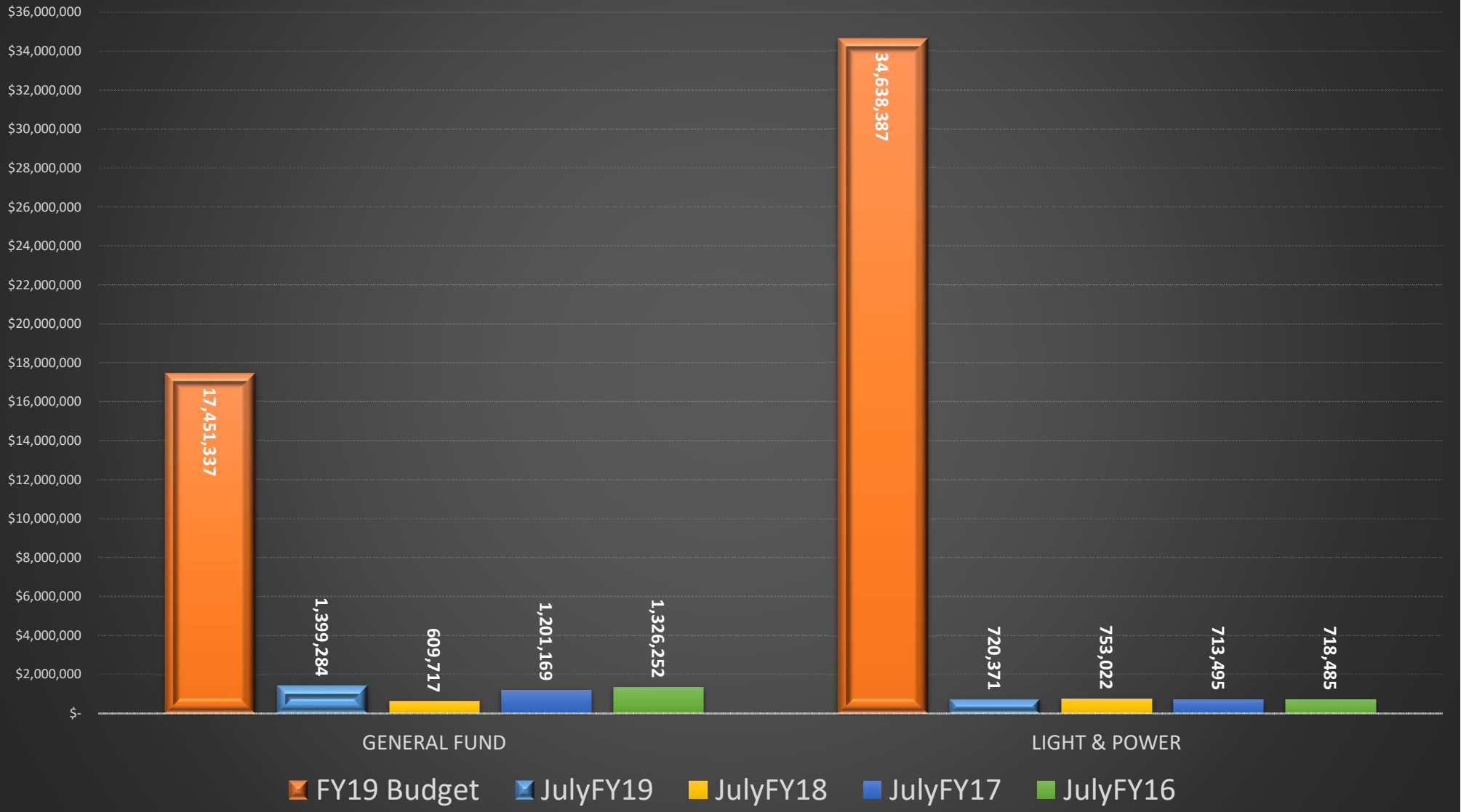
92	OPEB TRUST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
9200	OPEB Trust	0	0	3,356.22	3,356.22	.00	-3,356.22	100.0%
	TOTAL OPEB TRUST	0	0	3,356.22	3,356.22	.00	-3,356.22	100.0%
	GRAND TOTAL	81,460,802	81,460,802	2,930,894.04	2,930,894.04	.00	78,529,907.96	3.6%

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July 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years

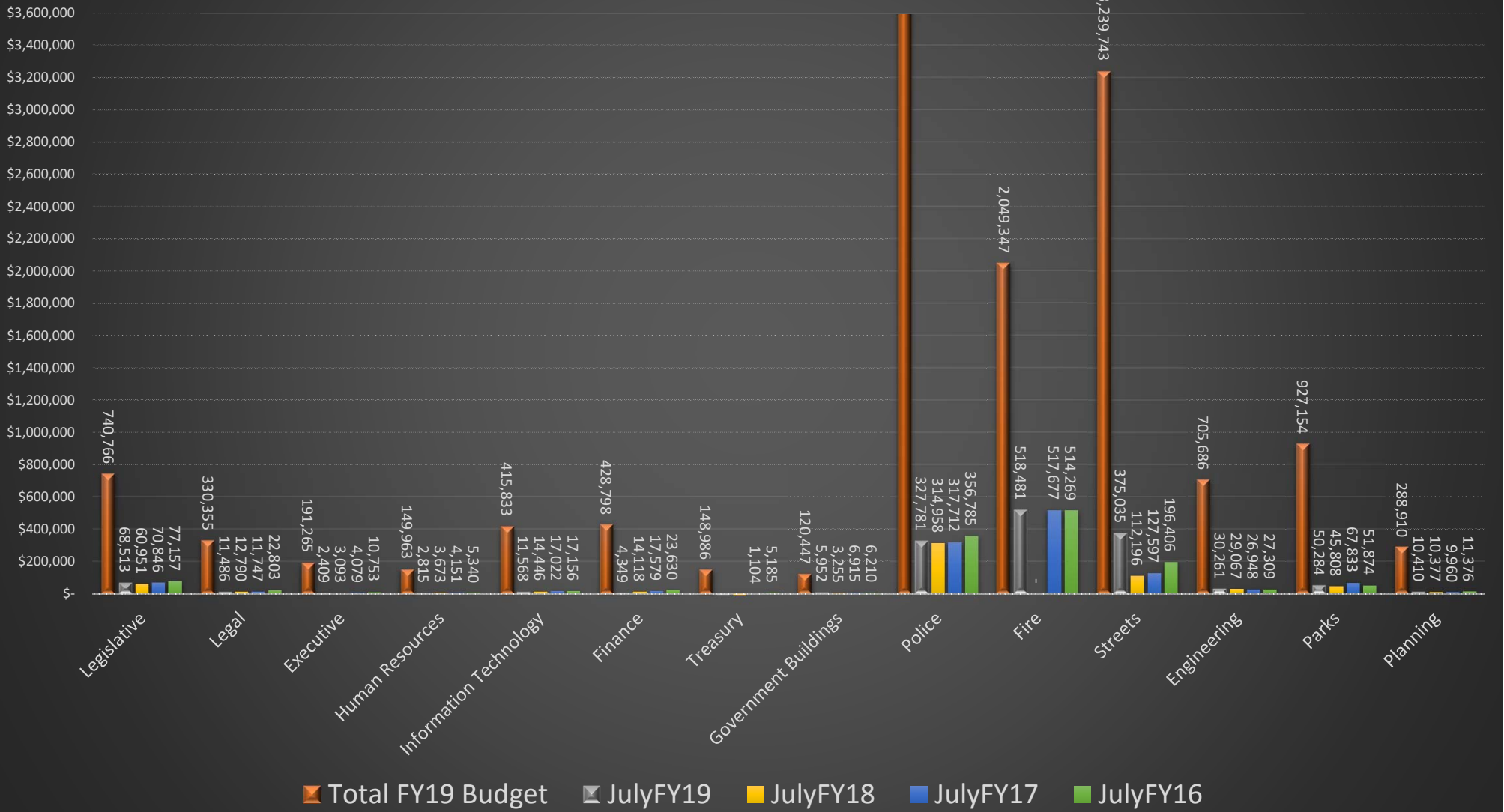


July 2018 YTD (Fiscal 2019) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



General Fund Detailed Expenditures

July 2018 Fiscal YTD Expenditures Compared to the Fiscal 2019 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



City Council Staff Report

Subject: Public Hearing-Proposed Amendment to Section 14-14-124 and Chapter 3: Definitions related to Accessory Dwelling Units

Applicant: Bountiful City

Author: Chad Wilkinson, Planning Director

Date: September 25, 2018



Description of Request

Consider an amendment to Section 14-14-124 Related to accessory dwelling units. Specifically consider an amendment to the residency requirements of the ordinance and other changes to clarify owner occupancy provisions.

Background and Analysis

The City Council has directed staff to bring forward changes to the accessory dwelling unit (ADU) ordinance for review. Specifically, the Council has asked staff to consider changes to the code to allow for non-relatives to occupy an accessory unit. Current code restricts occupants of an ADU to “members of the immediate family of the principal owner-occupants of the dwelling and shall be limited only to legal dependents, children, parents, siblings, grandchildren, and grandparents.”

The City has enforced this restriction by requiring the owner to obtain a conditional use permit and sign a deed restriction acknowledging the standards for ADU’s and recording the restriction against the property. Other than these requirements, the City has no way of knowing whether an ADU is rented to a non-relative once the use has been approved. The relative requirement was placed as a way to limit the number of accessory units in the City and to mitigate conflicts and potential complaints related to these units. In reality the City receives very few complaints about permitted ADU’s because of the owner occupancy requirement. The City currently implicitly requires that the owner of the property live in the principal unit. However, the owner occupancy requirement could be made clearer. In addition to allowing non-relatives to occupy an ADU, it is recommended that the owner occupancy requirements be clarified.

The Council may also wish to more clearly identify the number of occupants allowed in an ADU. One of the questions brought up in the Planning Commission meeting was related to the number persons that could potentially live in an accessory dwelling unit. Current state law defines a family as a group of up to four unrelated individuals. Other City ordinances reviewed in preparing this text amendment included limits on the number of adults in an ADU. The Council may wish to consider a similar limit.

A few other issues that are worth clarifying in the ADU standards relate to parking and the size and design of an ADU. In relation to parking, it is recommended that the parking standards be modified slightly to clarify that all occupant vehicles must be accommodated off-street. This may restrict some properties from having an accessory unit. However, this is the primary complaint from neighboring property owners related to accessory units. It is suggested that a change to

clarify that a second entrance which is visible from the front or exterior side yard is not allowed also be included in the revised ordinance.

One other issue that has created difficulty with past accessory units, particularly attached units, is the overall size of the unit. Currently accessory units are limited to 25 percent of the total square footage of the primary dwelling structure. Most often, attached accessory units are located in the basement of a home. Most of these attached units are designed to occupy the majority of the basement area with the principal unit being upstairs. Limiting the unit to 25 percent of the primary dwelling structure usually results in a unit that can only occupy half of the basement. This often creates difficulty since a unit may be on the opposite side of the home from an access doorway or staircase. It is suggested that increasing the allowed size to 40 percent of the total square footage of the structure will take care of this issue.

Department Review

This item has been reviewed by the City Planner, City Engineer, the City Attorney, and City Manager.

Significant Impacts

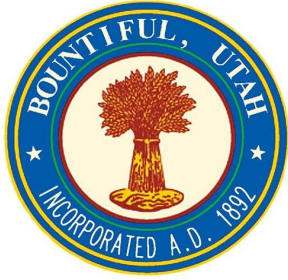
Accessory dwelling units are an effective way to provide additional affordable housing in Bountiful City. Many of the impacts from accessory dwelling units have already been anticipated in the existing ordinance. A few changes have been suggested to address issues such as parking, clarifying owner occupancy provisions and increasing the allowed square footage of the units in order to improve the ability for staff to effectively administer the ordinance.

Recommendation

The Planning Commission considered the amendment at their September 18, 2018 meeting. The Commission forwards a recommendation of approval for the attached changes to the Accessory Dwelling Unit ordinance.

Attachments

1. Ordinance 2018-11 Amending Accessory Dwelling Unit standards



BOUNTIFUL

Bountiful City

Ordinance No. 2018-11

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

An ordinance amending Section 14-14-124 related to accessory dwelling units. Specifically, an amendment to the residency requirements of the ordinance and other related changes.

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. The City Council requested that changes to the standards regulating Accessory Dwelling Units be considered; and
3. Changing the residency provisions of the accessory dwelling unit ordinance will provide additional opportunities for moderate income housing in Bountiful City; and
4. Additional changes to the owner occupancy provisions will mitigate potential negative impacts from allowing non-relatives to reside in accessory units; and
4. After a public hearing on September 18, 2018 the Bountiful City Planning Commission recommended in favor of approving this amendment to the Land Use Ordinance;
5. The Bountiful City Council held a public hearing on this Ordinance on September 25, 2018.

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

SECTION 1. Section 14-3-102 and 14-14-124 of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) are hereby amended as follows:

14-3-102

4. ACCESSORY DWELLING UNIT (also "Accessory In-Law Apartment"): A self-contained dwelling unit within an owner occupied single-family residence or located on an owner occupied property that is either incorporated within the single-family residence or in a detached building which maintains complete independent living facilities for one

or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation including a separate kitchen and/or laundry facilities, living unit located on the same property as a principal dwelling and occupied by a relative or relatives (as defined) of the principal occupant of the principal dwelling.

14-14-124 ACCESSORY DWELLING UNIT

A. Purpose:

The city recognizes that accessory dwelling units (ADUs) in single-family residential zones can be an important tool in the overall housing plan for the city. The purposes of the ADU standards of this code are to:

1. Allow opportunities for property owners to provide social or personal support for family members where independent living is desirable;
2. Provide for affordable housing opportunities;
3. Make housing units available to moderate income people who might otherwise have difficulty finding homes within the city;
4. Provide opportunities for additional income to offset rising housing costs;
5. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle; and
6. Preserve the character of single-family neighborhoods by providing standards governing development of ADUs.

A.B. An accessory dwelling unit shall only be approved as a conditional use.

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

1. An accessory dwelling unit shall be conditionally permitted only within a single-family residential 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 as a conditional use on any lot or parcel in a single-family zone.

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 use, prepared and signed by the Bountiful City Planning Director and 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.
- ~~6.7.~~ The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU, but not both, as their permanent residence and at no time receive rent for the owner occupied unit. Application for an ADU shall include proof of owner occupancy as evidenced by voter registration, vehicle registration, driver's license, county assessor records or similar means.
- ~~7.~~ Those that reside in the accessory dwelling unit shall be members of the immediate family of the principal owner-occupants of the dwelling and shall be limited only to legal dependents, children, parents, siblings, grandchildren, and grandparents.
8. Separate utility service connections shall not be allowed.
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 residential use. A separate entrance to the ADU shall not be allowed on the front or corner lot side yard. Any separate entrance shall be located to the side or rear of the principal residence.
10. It is unlawful to construct an accessory dwelling unit, or to modify a structure to include an accessory dwelling unit, without a building permit and a conditional use permit.
11. Adequate off-street parking shall be provided for both the primary residential use and the accessory dwelling unit, and any driveway and parking area shall be in compliance with this Title. In no case shall fewer than four (4) total off street parking spaces be provided with at least 2 of the spaces provided in a garage. Any additional occupant vehicles shall be parked off-street in City Code compliant parking areas.

G.D. An attached accessory dwelling unit shall be deemed unlawful and shall not be occupied unless all of the following criteria are met:

1. Shall not ~~exceed~~ occupy more than twenty five forty percent (~~25~~40%) of the total floor area square footage of the primary dwelling structure.^{1,7}
2. Shall not exceed five percent (5%) of the buildable land of the lot,

3. Shall be at least three hundred fifty (350) sq ft in size,
4. Shall meet all of the requirements of the International Building Code relating to dwelling units,
5. An attached accessory dwelling unit shall meet all of the required setbacks for a primary dwelling.
6. Shall not have a room used for sleeping smaller than one hundred twenty (120) square feet, exclusive of any closet or other space,
- ~~7. The owner shall record a deed restriction on the property stating that the use of the property is for a single-family dwelling, and that the accessory dwelling unit shall only be used in accordance with the provisions of the Bountiful City Land Use Ordinance as it may be amended from time to time.~~

D.E. A detached accessory dwelling unit shall meet all of the above criteria, plus the following:

1. Shall require a conditional use permit, reviewed and approved by the Bountiful City Administrative Committee.
2. Shall not be located on a lot with less than eight thousand (8,000) square feet buildable land.
3. Shall be configured so that any exterior doors, stairs, windows, or similar features are located as far away from adjoining properties as is reasonably possible to provide privacy to those properties.
4. Shall meet all of the setbacks required of a detached accessory structure requiring a conditional use permit.

SECTION 4. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 25thth day of September, 2018.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Resolution 2018-11 approving an Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for construction of Holbrook Canyon Bridges

Author: Chad Wilkinson

Date: September 25, 2018

Background and Analysis

Last year, Bountiful City applied for a grant from Davis County to construct bridges in Holbrook Canyon. Earlier this summer, the County awarded a \$20,000 grant to assist in construction of the first two bridges in the Canyon. The last step in accepting the grant is to enter into an Interlocal agreement with the County for reimbursement of costs associated with bridge construction. The City will then have two years to complete the actual construction of the bridges. The County has requested that the City Council authorize the Mayor to enter into the Interlocal Agreement by Resolution of the Council. The attached resolution authorizes the Mayor to sign the agreement and will allow for the project to move forward.

Department Review

This item has been reviewed by the City Planner, City Attorney and City Manager.

Significant Impacts

The construction of the bridges in Holbrook Canyon will provide for greater utilization of the trail by providing access to the trail even during times of spring run-off in the canyon and will provide connection to the planned Bonneville Shoreline trail for Bountiful residents.

Recommendation

Approve Resolution 2018-11 authorizing the Mayor to enter into an interlocal agreement with Davis County for construction of bridges in Holbrook Canyon.

Attachments

1. Resolution 2018-11
2. Interlocal Cooperation Transportation Project Reimbursement Agreement



BOUNTIFUL

BOUNTIFUL CITY RESOLUTION NO. 2018-11

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

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN BOUNTIFUL CITY AND DAVIS COUNTY

A. WHEREAS, Davis County, on or about June 22, 2017, requested the cities located within the County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2017 transportation sales tax revenue to be used for qualifying transportation projects; and

B. WHEREAS, the City, on or about September 9, 2017, submitted a Davis County Prop One Funding Application to the County for construction of bridges in Holbrook Canyon in support of the Bonneville Shoreline Trail; and

C. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in the Interlocal Agreement; and

D. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of the Agreement; and

E. WHEREAS, the City and County, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement.

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 Transportation Project Reimbursement Agreement.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Transportation Project Reimbursement Agreement and any other documents necessary to implement 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. The Agreement shall take effect as described therein.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 25th day of September, 2018.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, the County, on or about June 22, 2017, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2017 transportation sales tax revenue to be used for qualifying transportation projects; and

C. WHEREAS, the City, on or about September 9, 2017, submitted a *Davis County Prop One Funding Application* (the “Application”) to the County for the Holbrook Canyon Bridges (the “Project”), a copy of the Application is attached as Exhibit A to this Agreement, incorporated into this Agreement by this reference, and made a part of this Agreement; and

D. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

E. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project; and

e. The City shall comply with all parameters outlined in the letter from the Davis County Commission dated June 23rd, 2017, incorporated herein by reference, and attached as Exhibit B.

2. The County's Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 70% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$20,000, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Bountiful City Attention: City Manager 790 South 100 East Bountiful, UT 84010	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, save and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the “County Representatives”), agrees and promises to indemnify, save and hold harmless the City, as well as the City’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “City Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The County, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by City or the City Representatives or which the City or the City Representatives would otherwise be obligated to pay, shall be paid in full by the County within thirty (30) calendar days after the City provides the County with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the County or the County Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, 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*.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

BOUNTIFUL CITY

Mayor
Dated:_____

ATTEST:

Bountiful City Recorder
Dated:_____

APPROVED AS TO FORM AND LEGALITY:

Bountiful City Attorney
Dated:_____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated:_____

ATTEST:

Davis County Clerk/Auditor
Dated:_____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated:_____

EXHIBIT A

EXHIBIT B

City Council Staff Report

Subject: 138 Substation ECI Engineering Services
Author: Allen Ray Johnson
Department: Light & Power
Date: September 25, 2018



Background

In May 2017, we hired Electrical Consultants, Inc. (ECI) to provide the engineering services to assist us with a major rebuild of our 138 substation. This substation is located in the southwest corner of Centerville, Utah. This is our main substation where we connect to Rocky Mountain Power's system.

Initially we were planning to replace the smaller of the two transformers and only rebuild one transformer bay. The scope of the project grew after we identified a problem with the larger of the two transformers in the substation. In order to maintain a reliable system, we determined that we needed to replace the larger transformer and rebuild that bay in the spring of 2018. The #1 bay along with a new control building were completed and in-service on June 14, 2018 in time to carry the summer load. The demolition and reconstruction of the #2 bay started September 14, 2018 and is expected to be completed before the end of the year.

Analysis

The change in scope, the additional time and efforts to interface with PacifiCorp, and the short time table for the substation design and for the preparation of specifications for the timely purchase of the major equipment has had an impact on the cost of the engineering services. The initial approval for engineering services in May of 2017 was for \$485,000, in February 2018 the ECI contract was extended by \$75,000. All of the \$75,000 extension was used to support the phase 1 construction and commissioning. ECI has estimated it will cost an additional \$50,000 to provide construction support for phase 2, close out of the entire project, and deliver the as-built drawings for the project. The total not to exceed cost is now \$610,000. This puts the total cost for the engineering services for the 138 substation rebuild at about 11.3% of the total project cost.

Department Review

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

Significant Impacts

The engineering for this project will be paid from account 535300-474710, 138 Trans Substation.

Recommendation

The Staff recommend the approval of the additional cost from ECI of \$50,000 for a not to exceed total for engineering services of \$610,000.

This item will be discussed at the Power Commission meeting Tuesday morning, September 25, 2018, and we will bring their recommendation to the City Council meeting that night

Attachments

None

City Council Staff Report



Subject: Truck Purchase Power Plant Vehicle
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: September 25, 2018

Background

The Light & Power Department 2018-2019 budget includes the purchase of a new 2019 Ford F-150 Super Crew Cab pickup truck used for our power plant and hydro generation facilities maintenance. This vehicle will replace unit# 5025 a 1996 Ford F-250.

Analysis

We have requested bids from two suppliers. Larry H. Miller Ford Lincoln which has the state bid and Performance Ford Lincoln which is our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Performance Ford Lincoln	Bountiful, Utah	\$ 30,961.00	12-14 wks
Larry H. Miller Ford Lincoln	Draper, Utah	\$ 31,015.33	12-14 wks

We reviewed the bids and believe the Ford F-150 Super Crew Cab pickup truck from Performance Ford Lincoln will meet our needs. This vehicle will also need to have a radio communication system installed from a separate supplier at a later date. Everything included should stay with this vehicles allocated budget.

Department Review

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

Significant Impacts

The Ford F-150 Super Crew Cab pickup truck is included in the 2018-2019 fiscal budget, in the Capital Vehicles account 535300-474600. The overall budget for vehicles is \$240,000.

Recommendation

Staff recommends approval of the low bid for the purchase of a new Ford F-150 Super Crew Cab pickup truck from Performance Ford Lincoln at a total price of \$30,961.00.

This item will be discussed Tuesday morning during the Power Commission meeting and their recommendation will be brought to the City Council meeting.

Attachments

None.

City Council Staff Report



Subject: Purchase two (2) Metering Vehicles
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: September 25, 2018

Background

The Light & Power Department 2018-2019 budget includes the purchase of two (2) Ford F-150 Super Cab pickup trucks for our metering department. These two vehicles will replace unit #'s 5032 and 5033 which are 2006 Ford F-150 Super Cab pickup trucks. They are used for our daily meter reading and metering maintenance.

Analysis

We have requested bids from two suppliers. Larry H. Miller Ford Lincoln which has the state bid and Performance Ford Lincoln which is our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Performance Ford Lincoln	Bountiful, Utah	\$ 56,792.00	12-14 wks
Larry H. Miller Ford Lincoln	Draper, Utah	\$ 56,968.04	12-14 wks

We have reviewed the bids and believe these two (2) vehicles from Performance Ford Lincoln will meet our needs. Also needed for each vehicle will be strobe warning lights, radio communication and roll out work beds. These items will be installed by separate suppliers at a later date. Everything included should stay within our overall budget.

Department Review

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

Significant Impacts

These (2) vehicles are included in the 2018-2019 fiscal budget, in the Capital Vehicles account 535300-474600. The overall budget for vehicles is \$240,000.

Recommendation

Staff recommends approval of the low bid for the purchase of two (2) new Ford F-150 Super Cab pickup trucks from Performance Ford Lincoln at a total price of \$56,792.00.

This item will be discussed Tuesday morning during the Power Commission meeting and their recommendation will be brought to the City Council meeting.

Attachments

None.

City Council Staff Report



Subject: Purchase Cab & Chassis for Substation Maintenance
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: September 25, 2018

Background

The Light & Power Department 2018-2019 budget includes the purchase of a new 2019 Ford F-350 XL Super Cab 4X4 Diesel Cab and Chassis used for our substation and hydro generation facilities maintenance. This vehicle will replace unit# 5007 a 2004 Ford F-350 Extended Cab 4X4 Diesel pickup truck. The service body for this vehicle was approved in last months meeting.

Analysis

We have requested bids from two suppliers. Larry H. Miller Ford Lincoln which has the state bid and Performance Ford Lincoln which is our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Performance Ford Lincoln	Bountiful, Utah	\$ 40,805.00	12-14 wks
Larry H. Miller Ford Lincoln	Draper, Utah	\$ 42,661.38	12-14 wks

We have reviewed the bids and believe the Ford F-350 XL Super Cab 4X4 Diesel Cab and Chassis from Performance Ford Lincoln will meet our needs. This vehicle will also need to have a service body, radio communication system and warning strobe lights installed from separate suppliers at a later date. Everything included should stay within this vehicle allocated budget.

Department Review

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

Significant Impacts

The Ford F-350 XL Super Cab 4X4 Diesel Cab and Chassis is included in the 2018-2019 fiscal budget, in the Capital Vehicles account 535300-474600. The overall budget for vehicles is \$240,000.

Recommendation

Staff recommends approval of the low bid for the purchase of a new Ford F-350 XL Super Cab 4X4 Diesel Cab and Chassis from Performance Ford Lincoln at a total price of \$40,805.00.

This item will be discussed Tuesday morning during the Power Commission meeting and their recommendation will be brought the City Council meeting.

Attachments

None.

City Council Staff Report

Subject: Power Department Explorer Vehicle Purchase
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: September 25, 2018



Background

The Light & Power Department 2018-2019 budget includes the purchase of a new management vehicle. We will be purchasing a new Ford Explorer XLT 4X4. This vehicle will replace unit# 5020 a 1999 Jeep Cherokee. The replacement of this vehicle will create some inner department movement of vehicles.

Analysis

We have requested bids from two suppliers, Larry H. Miller Ford Lincoln which has the state bid and Performance Ford Lincoln which is our local dealer. The results for bids are as follows:

Supplier/Manufacturer	Office Location	Total Price	Schedule
Larry H. Miller Ford Lincoln	Draper, Utah	\$ 35,789.24	14-16 wks
Performance Ford Lincoln	Bountiful, Utah	\$ 36,771.00	14-16 wks

We have reviewed the bids and believe the Ford Explorer XLT 4X4 from Larry H. Miller Ford Lincoln will meet our needs. This vehicle will also need to have a radio communication system and strobe warning lights installed from a separate supplier at a later date. Everything included should stay within this vehicle allocated budget.

Department Review

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

Significant Impacts

The Ford Explorer XLT 4X4 is included in the 2018-2019 fiscal budget, in the Capital Vehicles account 535300-474600. The overall budget for vehicles is \$240,000.

Recommendation

Staff recommends approval of the low bid for the purchase of a new Ford Explorer XLT 4X4 from Larry H. Miller Ford Lincoln at a total price of \$35,789.24.

This item will be discussed Tuesday morning during the Power Commission meeting and their recommendation will be brought to the City Council meeting.

Attachments

None.

City Council Staff Report



Subject: 1100 URD Cable Bid Approval
Author: Allen Ray Johnson
Department: Light & Power
Date: September 25, 2018

Background

Our inventory of 1100 URD Primary cable is running low, and we need to purchase some to replenish it. The cable will be used on several feeder upgrade projects on our system this fall and winter.

Analysis

The cable to be purchased is a 600 amp jacketed cable with one third neutral. This cable has a 40 year warranty. It is manufactured by Okonite and is a single source item. Codale Electric Supply is the single source for this cable in the state of Utah.

Distributor	Manufacture	Price per ft.	Total Cost for Cable	Delivery
Codale Electric Salt Lake City, Utah	Okonite	\$7.92	\$92,664.00	Stock in SLC

Department Review

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

Significant Impacts

This cable will be purchased and placed into inventory until it is needed on the system.

Recommendation

Staff recommends the approval of the quote for 11,700 feet of 1100 URD cable from Codale Electric Supply for a total of \$92,664.

This item will be discussed at the Power Commission meeting Tuesday morning, September 25, 2018, and we will bring their recommendation to the City Council meeting that night.

Attachments

None

City Council Staff Report

Subject: Amendments to Bountiful Municipal Code
Author: Clinton Drake
Department: Legal
Date: 25 September 2018



Background

Utah law allows city councils to enact and amend ordinances and regulations as necessary and proper to provide for the safety of, and preserve the health, good order and convenience of the City and its inhabitants. From time to time the Staff will find sections of the Bountiful Municipal Code that need to be amended for various reasons. The following is a brief summary of the proposed changes to various ordinances. Most are scrivener's or grammatical errors with no substantive changes. Any proposed amendments making substantive changes briefly describe those changes. The full version of the ordinance changes can be seen in the attached Ordinance 2018-12. The proposed amendments are summarized as follows:

- **6-2-104. Liability for Repair of Sidewalk.** Includes sprinkling, irrigation and drainage systems in the definition of a sidewalk with respect to liability for damages to sidewalk.
- **6-9-101. Purpose.** Corrects a scrivener's error. Moves the letter "s" from one word to another.
- **6-9-206. Permit - Contents - Duration and Extensions.** Removes reference to "winter fees". Bountiful City doesn't have any such fees.
- **6-9-210. Relocation of Structures in Public Ways.** Contained an incomplete sentence. Completed to sentence.
- **6-9-213. Insurance Requirements.** Removes an unnecessary insurance requirement for excavation permits.
- **10-1-109. Firearms, Weapons, and Shooting Ranges.** Prohibits shooting ranges within residential zones. This item has been discussed in detail with the Council in prior meetings.
- **14-4-105 Yard and Setback Requirements.** Corrects a scrivener's error. Adds the word "feet" to a measurement reference.
- **14-4-107 Building Location and Height.** Corrects a scrivener's error. Adds the letter "M" to an "RM Zone" reference.

Analysis

These proposed amendments to the Bountiful Municipal Code are being submitted to the City Council for efficiency of the Staff and administration of the Code.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

None of the proposed changes create significant impacts but allow for more efficient enforcement and administration of the Code.

Recommendation

It is recommended that the City Council approve Ordinance 2018-12 amending the Bountiful Municipal Code.

Attachments

Ordinance 2018-12



BOUNTIFUL

Bountiful City Ordinance No. 2018-12

MAYOR
Randy Lewis
CITY COUNCIL
Richard Higginson
Beth Holbrook
Kendalyn Harris
John Marc Knight
Chris Simonsen
CITY MANAGER
Gary R. Hill

AN ORDINANCE AMENDING THE BOUNTIFUL MUNICIPAL CODE WITH RESPECT TO STREETS AND ENGINEERING STANDARDS, FIREARMS AND SHOOTING RANGES, AND SCRIVENERS ERRORS IN THE SINGLE FAMILY RESIDENTIAL ZONING CODE.

WHEREAS, the City Council is authorized by the Utah Code to pass all ordinances and regulations as are necessary and proper to provide for the safety of, and preserve the health, good order and convenience of the City and its inhabitants; and

WHEREAS, , the Bountiful Municipal Code should be reviewed and amended from time to time to ensure compliance with the law and contemporary practices within the City; and

WHEREAS, the City Council finds that amending and adopting from time to time the Bountiful Municipal Code is in the best interests of Bountiful City and its citizens and the general public.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:

Section 1. Ordinance Enactment. Sections 6-2-104, 6-9-101, 6-9-206, 6-9-210, 6-9-213, 10-1-109, 14-4-105, and 14-4-107 of the Bountiful City Code is hereby amended as follows:

6-2-104. Liability for Repair of Sidewalk.

Whenever a sidewalk, including sprinkling, irrigation, and drainage systems, is out of repair by reason of the act or omission of any person, it shall be repaired at such person's expense, under the direction of the Streets Director.

6-9-101. Purpose.

This Chapter is designed and enacted for the purpose of promoting the safety and health of those persons using and traveling the roads, streets, highways and rights of way of and within the City; for the purpose of protecting the highways and rights of ways themselves within the City; for the purpose of preventing unauthorized and unnecessary crossings and excavations; for the supervising of necessary crossing and excavations on said roads, streets, highways and rights of way; and providing for the proper repair of the same where necessary crossings must be made.

6-9-206. Permit - Contents - Duration and Extensions.

(a) Each permit application shall state the starting date and estimated completion date. Work shall be completed within five days from the starting date or as determined by the City Engineer. Such determination shall be based upon factors reasonable related to the work to be performed under the permit. Such factors may include, in addition to other factors related to the work to be

performed, the following:

- (1) The scope of work to be performed under the permit;
- (2) Maintaining the safe and effective flow of pedestrian and vehicular traffic on the Public Way affected by the work;
- (3) Protecting the existing improvements to the Public Way impacted by the work;
- (4) The season of the year during which the work is to be performed as well as the current weather and its impact on public safety and the use of the Public Way by the public;
- (5) Use of the Public Way for extraordinary events anticipated by the City.

The City Engineer shall be notified by the Permittee of commencement of the work within twenty-four hours prior to commencing work. The permit shall be valid for the time period specified in the permit.

(b) If the work is not completed during such period, prior to the expiration of the permit, the Permittee may apply to the City Engineer for an additional permit or an extension, which may be granted by the City Engineer for good cause shown.

(c) The length of the extension requested by the Permittee shall be subject to the approval of the City Engineer. No extension shall be made that allows work to be completed in the winter period ~~without payment of winter fees.~~

6-9-210. Relocation of Structures in Public Ways.

(a) The City Engineer may direct any Person owning or maintaining facilities or structures in the Public Way to alter, modify or relocate such facilities or structures as the City Engineer may require as set forth herein. Sewers, water and other pipes, drains, tunnels, conduits, gas lines, vaults, trash receptacles and overhead and underground electric, telephone, telecommunication and communication facilities shall specifically be subject to such directives. The Person owning or maintaining the facilities or structures shall, at their own cost and expense and upon reasonable written notice by the City, promptly protect, or promptly alter or relocate such facilities or structures, or part thereof, as directed by the City. In the event that such Person refuses or neglects to conform to the directive of the City, the City shall have the right to break through, remove, alter or relocate such part of the facilities or structures without liability to such Person. Such Person shall pay to the City all costs incurred by the City in connection with such work performed by the City, including also design, engineering, construction, materials, insurance, court costs and attorneys fees.

(b) Any directive by the City Engineer shall be based upon of the following:

- (1) The facility or structure was installed, erected or is being maintained contrary to law, or determined by the City Engineer to be structurally unsound or defective;
- (2) The facility or structure constitutes a ~~hazard or risk to public safety: as defined under State statute;~~

- (3) The permit under which the facility or structure was installed has expired or has been revoked;
- (4) The Public Way is about to be repaired or improved and such facilities or structures may pose a hindrance to construction; or
- (5) The grades or lines of the Public Way are to be altered or changed.

(c) Any directive of the City Engineer under this Section shall be under and consistent with the City's police power. Unless an emergency condition exists, the City Engineer shall make a good faith effort to consult with the Person regarding any condition that may result in a removal or relocation of facilities in the Public Way to consider possible avoidance or minimization of removal or relocation requirements and provide the directive far enough in advance of the required removal or relocation to allow the Person a reasonable opportunity to plan and minimize cost associated with the required removal or relocation.

(d) This obligation does not apply to facilities or structures originally located on private property pursuant to a private easement, which property was later incorporated into the Public Way, if that prior private easement grants a superior vested right.

(e) Any Person owning or maintaining facilities or structures in the Public Way who fails to alter, modify or relocate such facilities or structures upon notice to do so by the City Engineer shall be guilty of a class B misdemeanor. All costs of alteration, modification or relocation shall be borne by the Person owning or maintaining the facilities or structures involved.

(f) The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of any System and appurtenances on, over or under the Public Way, in which event the City shall not be liable therefor to a Person. The City shall notify a Person in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this subsection.

6-9-213. Insurance Requirements.

(a) Before a permit is issued, the Applicant shall furnish to the City evidence that such Applicant has a comprehensive general liability and property damage policy that includes contractual liability coverage endorsed with the following limits and provisions or with such alternative limits and provisions as may be approved by the City:

- (1) A minimum of Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage and not less than Two Million Dollars (\$2,000,000) in the aggregate. The general aggregate limit shall apply separately to the permit, or the general aggregate limit shall be two times the required occurrence limit. The coverage shall be in the nature of Broad Form Commercial General Liability coverage. The City Attorney may increase or decrease minimum insurance limits, depending on the potential liability of any project.
- (2) All policies shall include the City, its employees, officers, officials, agents, volunteers and assigns, as insureds. Any reference to the "City" shall include the

City, its employees, officers, officials, agents, volunteers and assigns.

- (3) The coverage shall be primary insurance as respects the City, its employees, officers, officials, agents, volunteers, and assigns. Any insurance or self-insurance maintained by the City, its employees, officers, officials, agents, volunteers, and assigns shall be in excess of the Permittee's insurance and shall not contribute to or with it.
 - (4) Any Failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
 - (5) Coverage shall state that the Permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policy so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - (7) The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.
 - (8) Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested sent to the City.
 - (9) Each policy shall be endorsed to indemnify, save harmless and defend the City and its officers and employees against any claim or loss, damage or expense sustained on account of damages to Persons or property occurring by reason of permit work done by the Permittee, his/her subcontractor or agent, whether or not the work has been completed and whether or not the right-of-way has been opened to public travel.
 - (10) Each policy shall be endorsed to indemnify, hold harmless and defend the City, and its officers and employees against any claim or loss, damage or expense sustained by any Person occurring by reason of doing any work pursuant to the permit including, but not limited to falling objects or failure to maintain proper barricades and/or lights as required from the time work begins until the work is completed and right-of-way is opened for public use.
- (b) Insurance is to be placed with insurers with an AM Best rating of no less than an A carrier, with a rating of "7" or higher.
- (c) The Permittee shall furnish the City with certificates of insurance and original endorsements affecting coverage required by the permit. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The City expressly reserves the right to require complete, certified copies of all required insurance policies at any time. Consequently, the Permittee shall be prepared to provide such copies prior to

the issuance of the permit.

(d) If any of the required policies are, or at any time become, unsatisfactory to the City as to form or substance, or if a company issuing any such policy is, or at any time becomes, unsatisfactory to the City, the Permittee shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit verification of coverage as required by the City. Upon failure to furnish, deliver and maintain such insurance as provided herein, the City may declare the permit to be in default and pursue any and all remedies the City may have at law or in equity, including those actions outlined in this Chapter.

(e) The Permittee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(f) Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its employees, officers, officials, agents, volunteers or assigns, or the Permittee shall procure a bond, in a form acceptable to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

~~(g) — A Property Owner performing work adjacent to his/her residence may submit proof of a homeowner's insurance policy in lieu of the insurance requirements of this Section.~~

~~(h)~~ (g) A Provider may be relieved of the obligation of submitting certificates of insurance under the following circumstances:

- (1) if such company shall submit satisfactory evidence in advance that:
 - (A) It is insured in the amounts set forth in this Chapter, or has complied with State requirements to become self-insured. Public utilities may submit annually evidence of insurance coverage in lieu of individual submissions for each permit; and
 - (B) Said coverage provides to the City the same scope of coverage that would otherwise be provided by a separate policy as required by this Chapter; or
- (2) The work to be performed under the permit issued to the Applicant is to be performed by the City, in which case insurance or other risk transfer issues shall be negotiated between the City and the Applicant by separate agreement.

10-1-109. Firearms, ~~and Weapons,~~ and Shooting Ranges.

(a) Except as provided in subsection (b), it is unlawful:

(i) to hunt within the City limits of Bountiful;

(ii) to discharge any air gun, BB gun, slingshot, crossbow, bow and arrows, or similar contrivance;

(iii) to discharge any firearm within the City, or when the projectile will come to rest or is intended to come to rest within the City limits. ~~This shall not apply to peace officers acting within the scope of their duties, or to those acting in reasonable self-defense, or to owners and patrons of a lawfully operated shooting range;~~

(iv) to construct, erect, maintain, allow or otherwise utilize a shooting course, skeet station, bullet or arrow backstop or box, or similar shooting range within a residential zone in Bountiful City.

(v) to erect, maintain, allow or otherwise utilize a target or targets for the purpose of discharging a dangerous weapon, shotgun, pistol, firearm, bow and arrow or similar contrivance at the target or targets from, toward or within a residential zone in Bountiful City.

(b) Hunting and discharging firearms, bows and arrows and other weapons, are lawful if done with written permission from City officials pursuant to a City-authorized activity.

~~(c) This Section 10-1-109 shall not apply to peace officers acting within the scope of their duties, or to those acting in reasonable self-defense, or to owners and patrons of a lawfully operated and permitted shooting range.~~

14-4-105 Yard and Setback Requirements

F. Side Yard; Driveway -- When used for vehicle access to the primary garage, carport, or parking area, an interior side yard setback shall be at least twelve (12) feet wide.

14-4-107 Building Location and Height

A. No building or structure in the (RM) Zone shall exceed two (2) stories or thirty-five (35) feet in height as measured at the average grade. Chimneys, flagpoles, church towers, and similar accessory elements not used for human occupancy are excluded in determining height; however, the City may limit the height of any protrusion that is found by the City Council to be a public nuisance.

Section 2. Effective Date. This Ordinance shall become effective immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 11th day of September, 2018.

Randy C. Lewis, Mayor

Attest:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Second Amendment to Lease Agreement
(Bountiful Ridge) – Verizon Wireless
Author: Clinton Drake
Dept: Legal
Date: 25 September 2018

Background

This Second Amendment is for the same cell tower that the Council considered and approved a First Amendment at the last Council meeting. There was a small change necessary in one of the legal descriptions. It has been changed and is attached. The remainder of this Staff Report is identical to the staff report submitted for the First Amendment at the last Council Meeting. In July of 2017 the Bountiful City Council approved a cell tower site and lease agreement for Verizon Wireless at the Bountiful Ridge Golf Course. After approval, the Power Department noticed that the original approved location for the tower cabinets was directly above a high voltage power line. In order to avoid interference with the power line, the area to be leased must be shifted slightly.

Analysis

Because of the high voltage line, the cell tower location, including support equipment locations had to be moved. The proposed lease areas are located in the same area (parking lot area of the Golf Course) as the original lease. The new locations can be seen in the attached Second Amendment to Land Lease Agreement which includes all amendments to the Agreement, including legal descriptions and updated site plan.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve the Second Amendment to Land Lease Agreement with Verizon Wireless.

Attachments

Second Amendment to Land Lease Agreement (including updated site plan)

SECOND AMENDMENT TO LAND LEASE AGREEMENT

This SECOND AMENDMENT TO LAND LEASE AGREEMENT ("Amendment") is made this ____ day of _____, 201____, by and between Bountiful City ("Lessor") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee").

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement dated July 25, 2017 (the "Agreement") for the lease of certain premises ("Premises") located at 2430 South Bountiful Boulevard, Bountiful, County of Davis, State of Utah 84010 (the "Property"), as described on Exhibit "A" attached hereto and made a part hereof.

B. The parties desire to amend the Agreement to replace Exhibit "B" of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.

2. Premises; Exhibit "B". The Agreement is hereby amended to identify the new location of Lessee's Premises, as generally shown on Exhibit "B" attached hereto and made a part hereof. Exhibit "B" to the Agreement is hereby deleted and replaced with Exhibit "B" attached hereto and incorporated herein.

3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have

the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: Bountiful City, a corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian. Also, that portion of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian lying Northwesterly of Bountiful Boulevard.

Tax ID: Part of 05-043-0012

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

VERIZON WIRELESS EQUIPMENT LEASE AREA DESCRIPTION:

LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'50" WEST 487.88 FEET ALONG SECTION LINE AND SOUTH 2685.76 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 20°00'36" WEST 20.00 FEET; THENCE NORTH 69°59'24" WEST 23.00 FEET; THENCE NORTH 20°00'36" EAST 20.00 FEET; THENCE SOUTH 69°59'24" EAST 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 460 SQ. FT. OR 0.011 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS LIGHT POLE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT LOCATED SOUTH 89°48'50" WEST 533.41 FEET ALONG SECTION LINE AND SOUTH 2542.03 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 08°28'47" WEST 18.00 FEET; THENCE NORTH 81°31'13" WEST 18.00 FEET; THENCE NORTH 08°28'47" EAST 18.00 FEET; THENCE SOUTH 81°31'13" EAST 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 324 SQ. FT. OR 0.007 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS CABLE UTILITY EASEMENT DESCRIPTION:

A 8 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 511.71 FEET ALONG SECTION LINE AND SOUTH 2683.93 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 41°09'48" WEST 29.28 FEET; THENCE NORTH 07°59'30" WEST 52.13 FEET; THENCE ALONG A 245.24 FOOT RADIUS CURVE TO THE RIGHT 51.07 FEET, (CHORD BEARS NORTH 02°01'34" WEST 50.98 FEET), MORE OR LESS, TO THE SOUTH LINE OF THE VERIZON WIRELESS LIGHT POLE LEASE AREA AND TERMINATING.

CONTAINS: 0.024 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 496.33 FEET ALONG SECTION LINE AND SOUTH 2682.66 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 39°51'59" EAST 73.47 FEET; THENCE SOUTH 55°24'54" EAST 135.55 FEET; THENCE SOUTH 51°48'30" EAST 75.28 FEET; THENCE SOUTH 45°09'05" EAST 268.48 FEET, MORE OR LESS, TO NORTHWESTERLY RIGHT-OF-WAY LINE OF BOUNTIFUL BOULEVARD AND TERMINATING.

CONTAINS: 0.152 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS UTILITY EASEMENT DESCRIPTION:

A 8 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 489.29 FEET ALONG SECTION LINE AND SOUTH 2689.65 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 84°54'59" EAST 46.58 FEET AND TERMINATING.

CONTAINS: 0.009 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

