

# BOUNTIFUL CITY COUNCIL

Tuesday, January 14<sup>th</sup>, 2025

6:00 p.m. – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

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

## AGENDA

### 6:00 p.m. – Work Session

1. UTA’s Five-Year Service Plan and the Davis-Salt Lake City Connector – Trustee Beth Holbrook pg. 3
2. Permeable Parking Surfaces – Mr. Francisco Astorga pg. 17

### 7:00 p.m. – Regular Meeting

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of the minutes of the previous meetings held on November 26<sup>th</sup> and December 10<sup>th</sup>, 2024 pg. 27
4. Council reports
5. Consider approval of:
  - a. Expenditures greater than \$1,000 paid on December 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup>, 24<sup>th</sup>, and 31<sup>st</sup>, 2024 pg. 43
  - b. November 2024 Financial Report pg. 49
6. Consider approval of Liquor License for Annie’s Café, located at 74 West 500 South – Mr. Francisco Astorga pg. 65
7. Consider approval of Beer License for Dhungelbrother, Inc. Gasoline Sales / Convenience Store, located at 2065 Orchard Drive – Mr. Francisco Astorga pg. 71
8. Consider approval of Ordinance No. 2025-01 amending Chapter 15, Title 6 of the Bountiful City Municipal Code – Mr. Todd Christensen pg. 75
9. Consider approval of Resolution No. 2025-01 adopting an Interlocal Agreement for the use of the armored Bearcat with Davis County – Chief Ed Biehler pg. 107
10. Consider approval of the purchase of two 750 KVA GE/Prolec Transformers from Anixter Power Solutions in the total amount of \$87,452 – Mr. Allen Johnson pg. 125
11. Consider the release of Public Utility Easement Lot 305 of the Stone Creek Estates Subdivision, Phase 3 – Mr. Lloyd Cheney pg. 127
12. Closed Session – Mr. Bradley Jeppsen
13. Adjourn

  
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City Recorder



# City Council Staff Report



**Subject: 2025-2029 UTA Five-Year Service Plan**  
**Author: Francisco Astorga, AICP, Planning Director**  
**Date: 1/14/2025**

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## **Background**

The Davis-Salt Lake City Community Connector is a proposed bus rapid transit system that connects communities in southern Davis County to northern Salt Lake County. UTA leads this project in collaboration with local cities, Davis and Salt Lake counties, UDOT, WFRC, and the University of Utah. The Davis-Salt Lake Community Connector improves public transportation, and offers better access to employment, entertainment, and recreational areas. It aligns with broader transportation plans for the area, building on the success of existing routes and focusing on increased mobility and corridor revitalization.

## **Analysis**

Beth Holbrook, the UTA trustee representing Davis, Weber, and Box Elder counties, will highlight service plans slated for Davis County from 2025-2029 and take questions. She will also provide information on the Davis-Salt Lake City Community Connector.

## **Department Review**

This Staff Report was written by the Planning Director and reviewed by the City Manager.

## **Significant Impacts**

None.

## **Recommendation**

This serves as information only.

## **Attachments**

1. Davis-Salt Lake City Connector Flyer
2. UTA 2025-2029 Five-Year Service Plan



# DAVIS-SALT LAKE CITY COMMUNITY CONNECTOR

The Davis-Salt Lake City Community Connector is a proposed bus rapid transit system that connects communities in southern Davis County to northern Salt Lake County. UTA leads this project in collaboration with local cities, Davis and Salt Lake counties, UDOT, WFRC, and the University of Utah. The Davis-Salt Lake City Community Connector improves public transportation, and offers better access to employment, entertainment, and recreational areas. It aligns with broader transportation plans for the area, building on the success of existing routes and focusing on increased mobility and corridor revitalization.

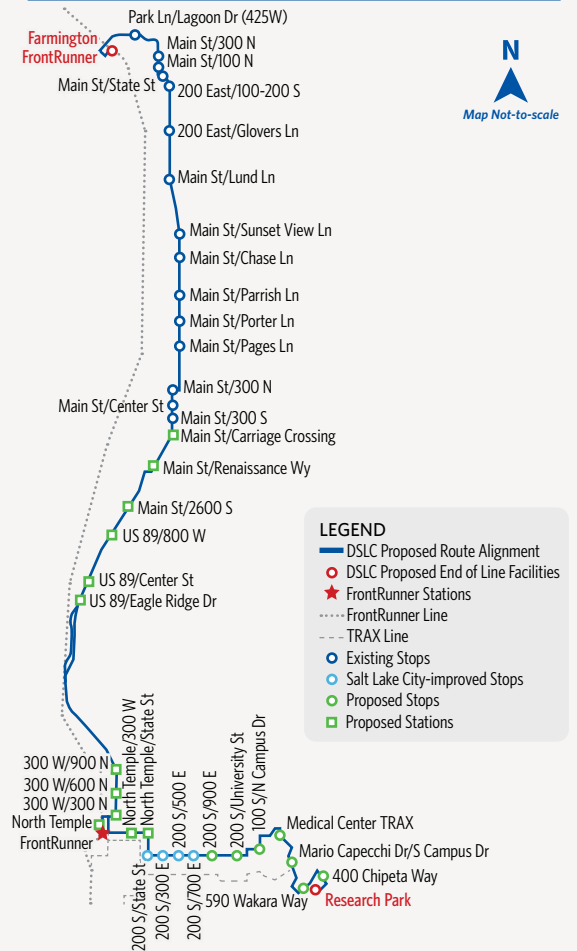
## GOALS

- Reach under-served markets** and increase ridership to meet projected growth needs
- Improve speed and reliability**
- Resolve access** and mobility barriers
- Revitalize** neighborhood/corridor and improve air quality

## ELEMENTS

- 26-mile route links Farmington Front-Runner Station to Research Park**
- Transit Signal Priority**
- Direct service to key destinations**
- 15-min service**
- Includes improved amenities at stops**
- Includes 18 battery electric buses**

## Davis-Salt Lake City Connector Map



## SCHEDULE (Subject to Change)

- Fundraising & Local Financial Support for Construction** Ongoing
- Environmental & Design Complete** Spring 2025
- FTA Small Starts Grant Submitted** Spring 2025
- Construction** 2026-2027

# Beth Holbrook

Trustee, Utah Transit Authority  
Presentation to Bountiful City Council



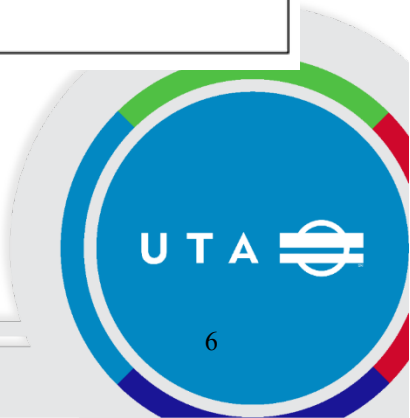
UTA 

**2025-2029**

**FIVE-YEAR SERVICE PLAN**

# April 2025 - April 2029 Service Changes "At a Glance"

UTA Five-Year Service Plan Final Draft – At a Glance				
				<i>Modified New Discontinued</i>
April 2025	April 2026	April 2027	April 2028	April 2029
<b>Weber/Davis/Box Elder</b> 417 470 <del>626</del> 627 628 640 642  <b>Salt Lake</b> 39 126 201 217 218 219 703  <b>Utah</b> 581 823 871	<b>Weber/Davis/Box Elder</b> 455 <b>562 563</b> <del>601</del> -604 <b>610</b> 612 <del>625</del> <del>628</del> 630 <del>F638</del> 640 645  <b>Salt Lake</b> <del>2-2A 2B</del> 4 45 54 62 72 205 220 223 502 720  <b>Utah</b> 582 583 <del>806</del> -846 850 860 862	<b>Weber/Davis/Box Elder</b> 604 613 <del>F618</del> <del>F620</del> 642  <b>Salt Lake</b> 17 <b>26 31</b> 35 39 45 47 <b>50X</b> <b>203</b> 205 <b>208</b> 223 227 <b>236</b> 240 <del>509</del> <del>513</del> <del>551</del> <del>F590</del>  <b>Utah</b> 584 830X 833	<b>Weber/Davis/Box Elder</b> 400 417 <del>455</del> <del>470</del> <del>473</del> 470X 600 609 <del>667</del>  <b>Salt Lake</b> 126 200 <del>201</del> 217 <del>218</del> 219 256 <del>F556</del>  <b>Utah</b> 585 871	<b>Salt Lake</b> 62 <del>72</del> 209 213 <del>F264</del> <b>503</b> <b>504</b>



# April 2025 Davis County

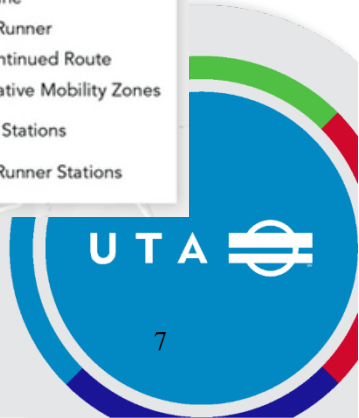
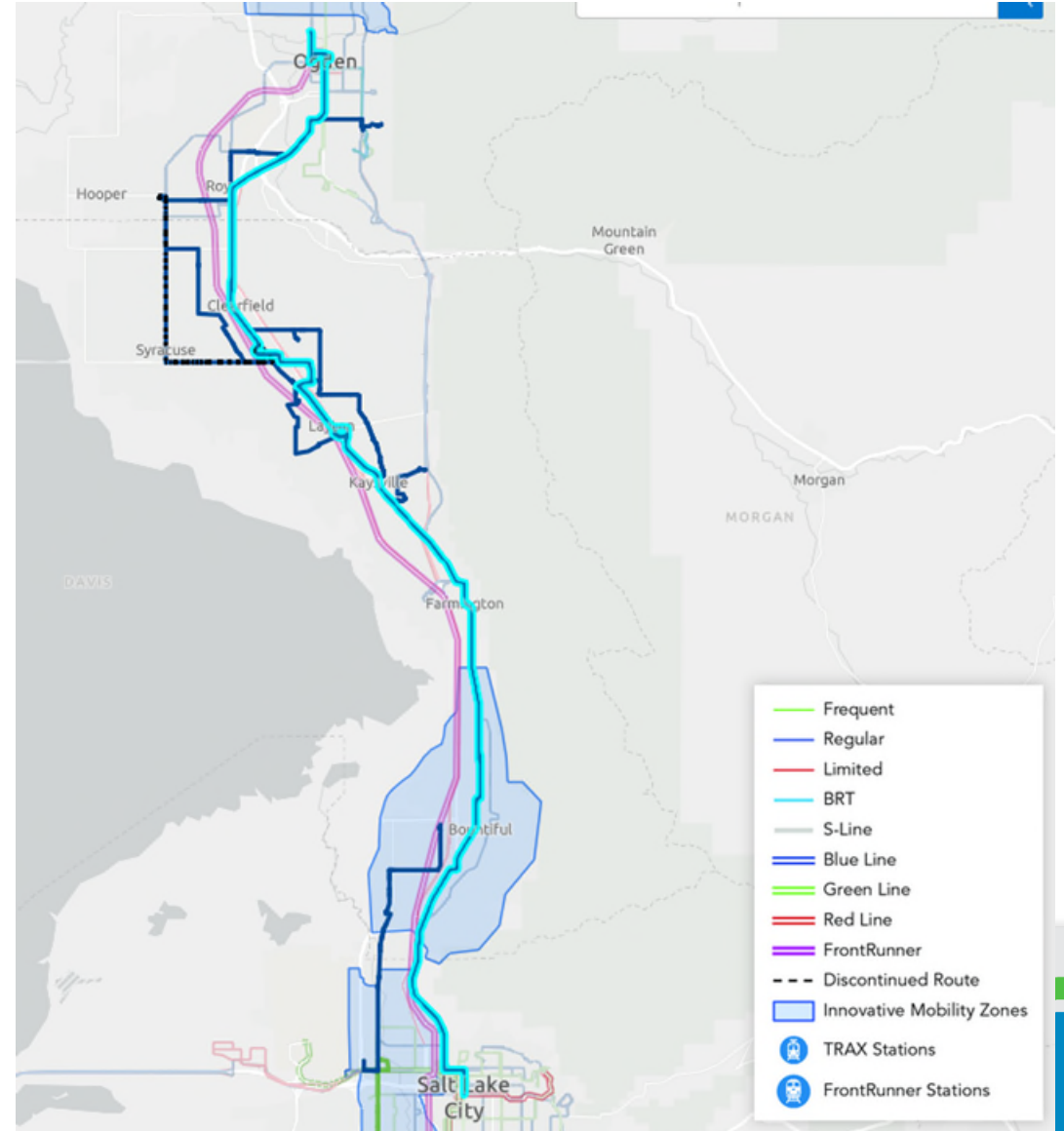
## Modified Routes: 470

### Proposed change:

- Route 470 will be modified to serve Layton Hills Mall via 1350/1300/1425 North, 675/700 West, Antelope Drive, 1500 East, and 1450 South. This change will service areas currently covered by route 628 and 640. Route 470 will also be modified to no longer serve DTC campus in Kaysville (replaced by increased frequency on 627).

### Reason for change:

- Commercial areas near Layton Hills Mall are better served directly by route 470/future route 600 than by a combination of other routes that requires a transfer from Main St.
- Allows for replacement of Midtown Trolley with regular bus service



# April 2025 Davis County

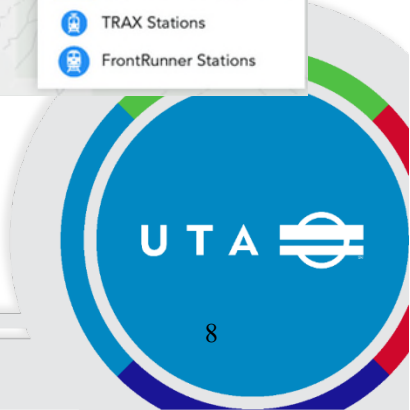
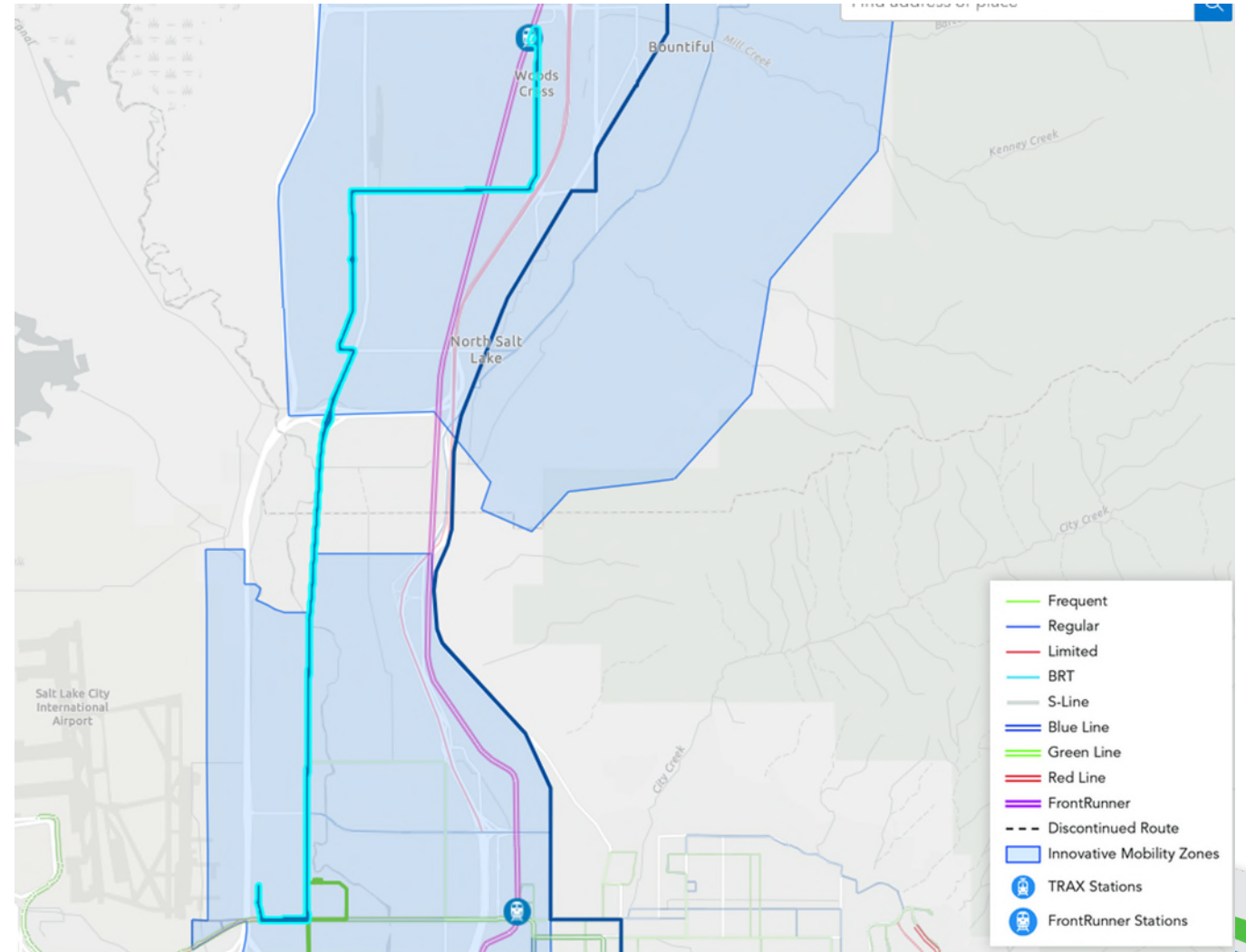
## New Routes: 417

### Proposed change:

- Route 417 will be a North-South service between Wood Cross Station and 1940 West Station in Salt Lake City via Redwood Road with connections to Frontrunner and TRAX Green Line. The route will run 30-Min service on weekdays.

### Reason for change:

- Stakeholder feedback Support the improvement of reliability of on-demand service Serve new growth areas





# April 2026 Davis County

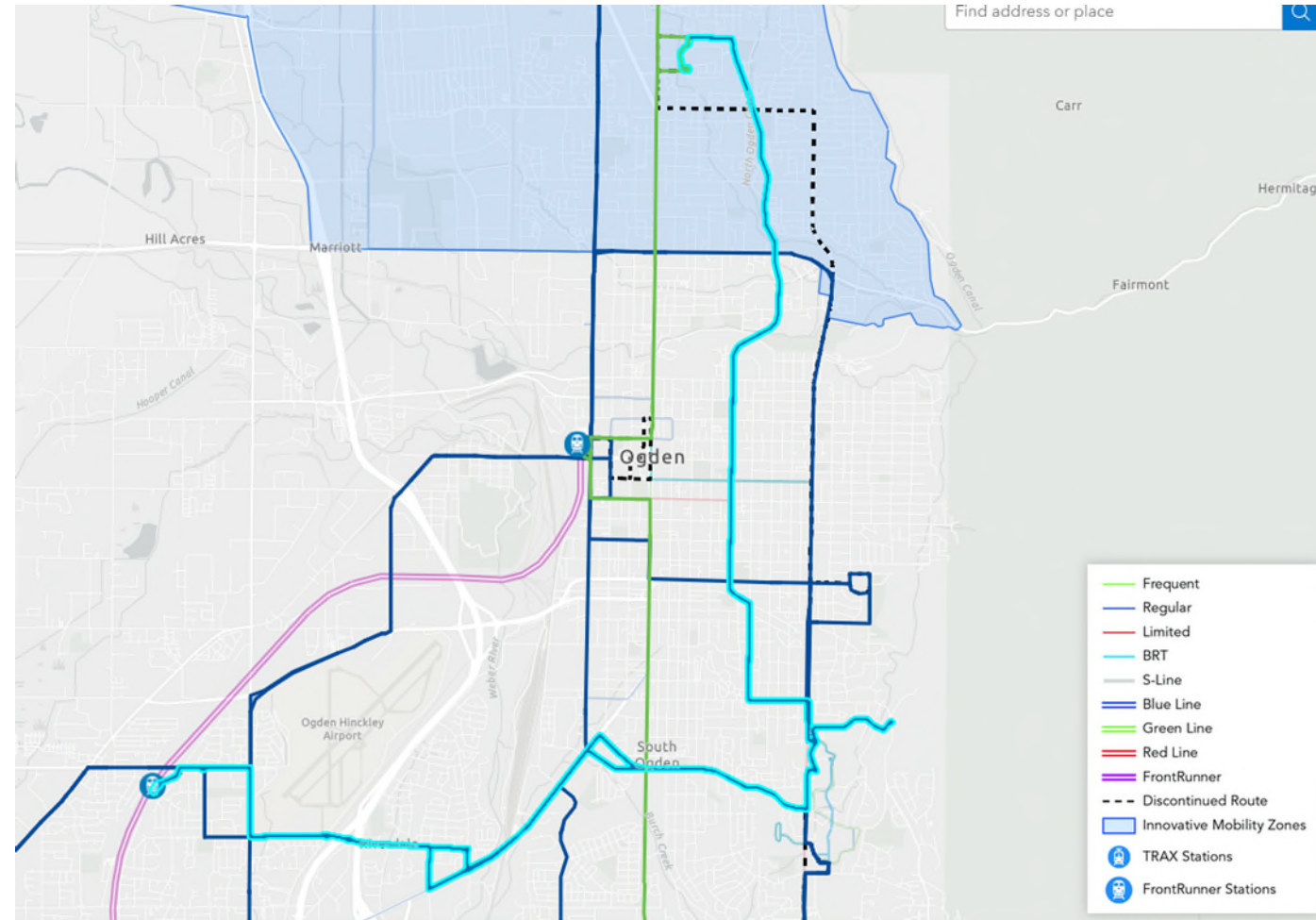
**Modified Routes:** 645

## Proposed change:

- Route 645 will operate with increased weekday frequency on a modified routing. Service will proceed down Quincy Avenue south of 30th Street to 36th Street. It will then deviate up Edvalson Street before proceeding to 42nd / 40th Street to Riverdale Road and Roy Station. This modification will replace service on the northern half of Route 640.

## Reason for change:

- This modification allows the faster return of 30 minute service to Monroe Boulevard, eliminates redundant service on Monroe Boulevard, and incorporates changes processed in the Wasatch Front Regional Council Regional Transportation Plan by providing service on 40th Street.
- It also serves as part of the broader package of changes extending south to Layton, and provides a link to Roy Frontrunner Station from WSU's campus.



# April 2028 Davis County

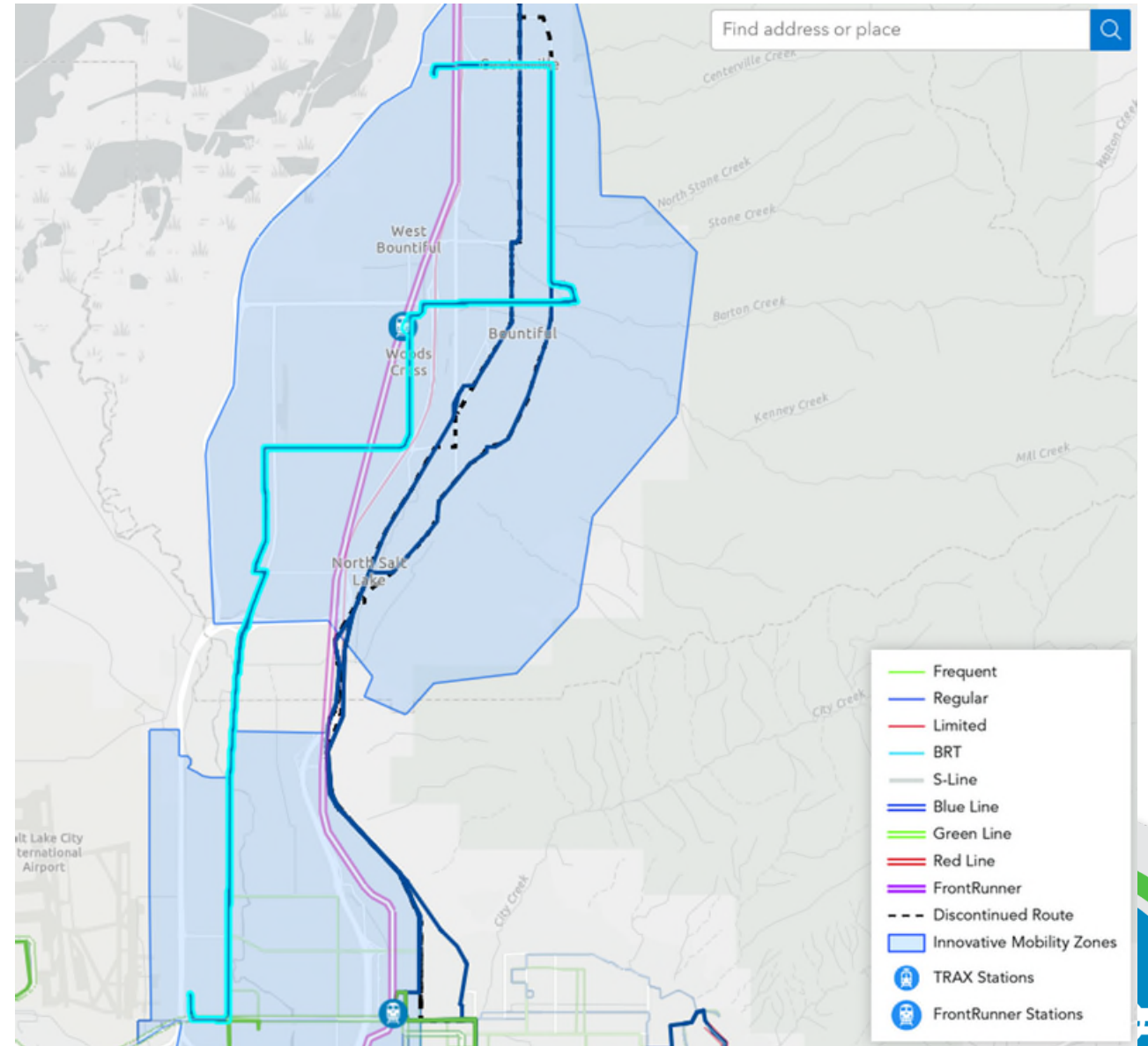
## Modified Routes: 417

### Proposed change:

- Route 417 will be extended from Woods Cross Station to Lakeview Hospital, then continuing up 500 South in Bountiful to Legacy Crossing in Centerville.

### Reason for change:

- The implementation of Davis Salt Lake Community Connector and discontinuation of Route 455, frees up resources to add additional local service for southern Davis County.



# April 2028 Davis County

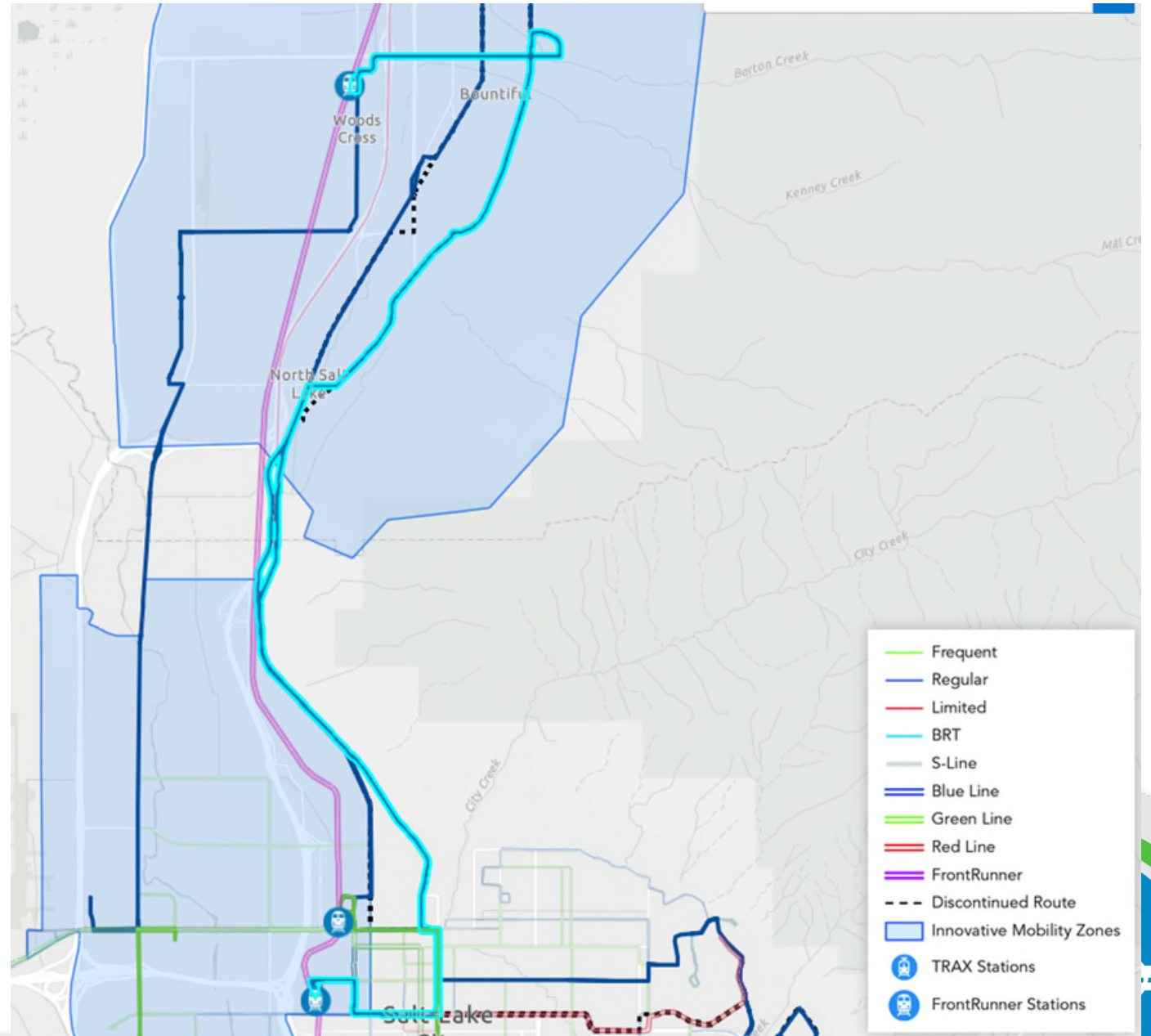
## New Routes: 400

### Proposed change:

- Route 400 will be a new inter-county route connecting Salt Lake Central to Woods Cross Station via the Utah State Capitol, Victory Road, Orchard Drive and 500 South. Route 400 will replace segments of Routes 455 and 200.

### Reason for change:

- Network Enhancements
- Part of implementation of Davis-Salt Lake community connector.



# April 2028 Davis County

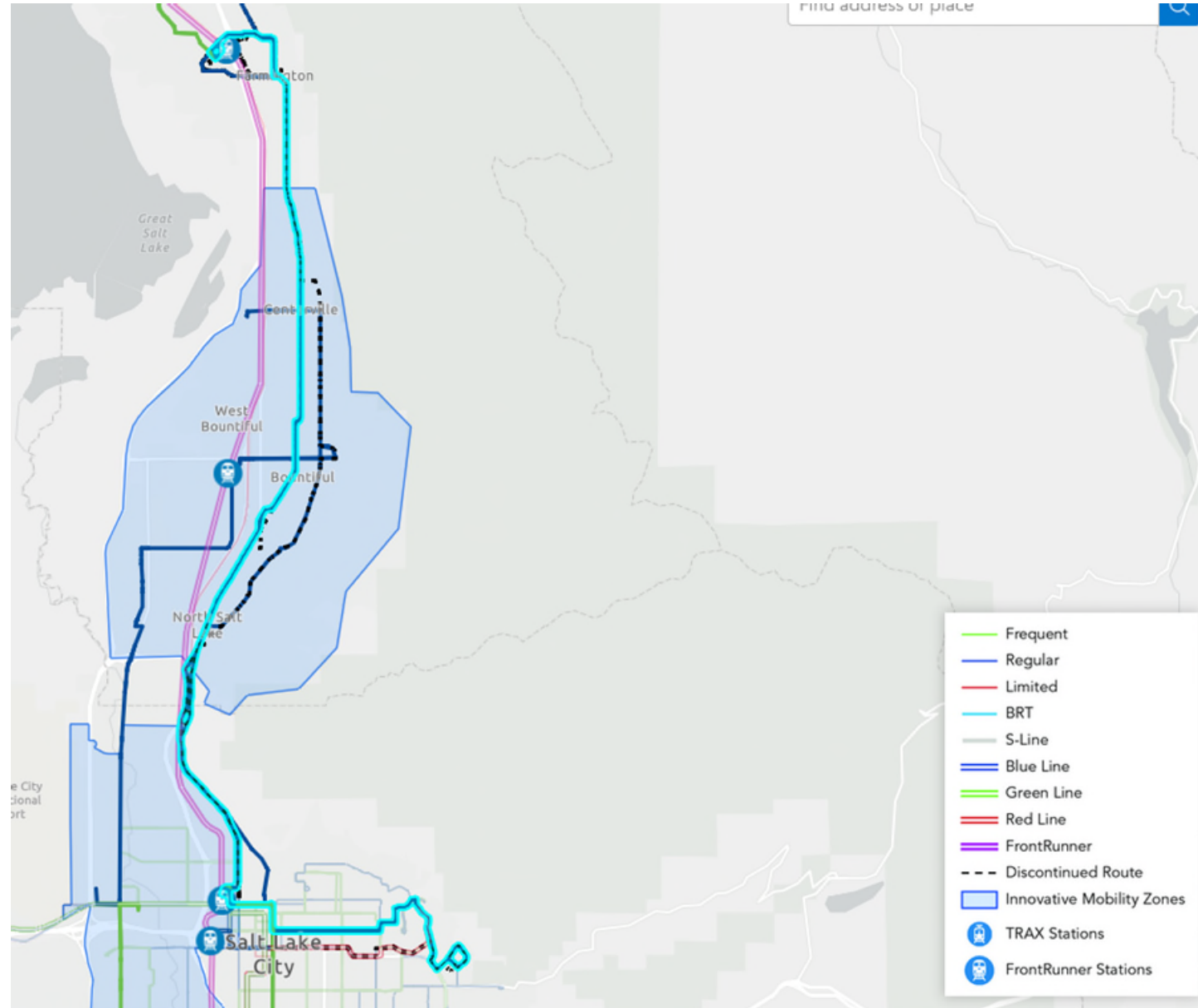
## New Routes: 470X

### Proposed change:

- Route 470X, Davis-SLC Community Connector, will provide all-day 15-minute service between Farmington FrontRunner Station and Research Park at the University of Utah.

### Reason for change:

- This change in service has been planned as part of the Davis-Salt Lake connector project to improve connectivity between Davis and Salt Lake Counties.



# April 2028 Davis County

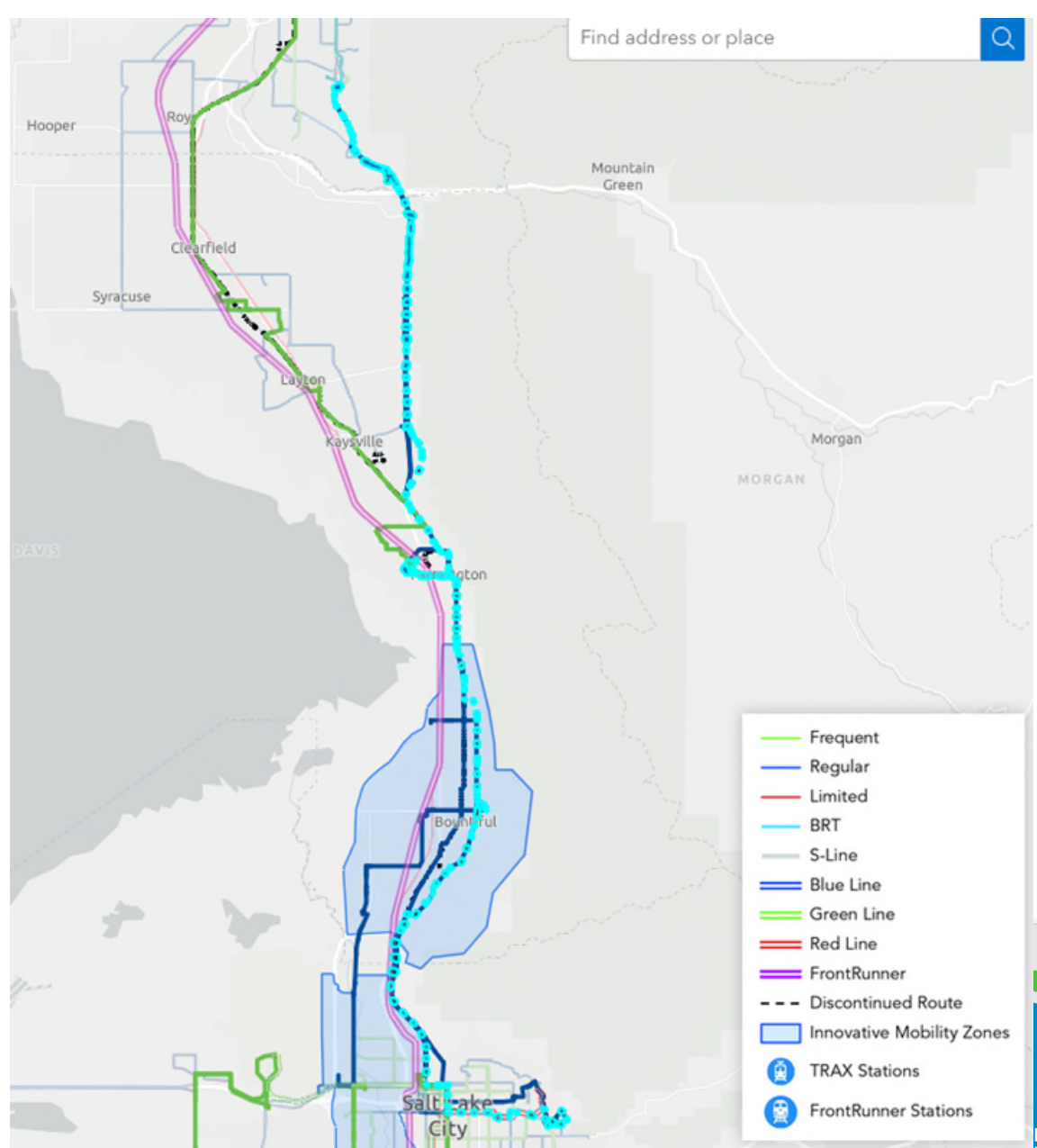
## Discontinued Routes: 455

### Proposed change:

- Route 455 will be discontinued with the implementation of Route 470X. Coverage of portions of the corridor will be provided by Routes 400, 417, 470X and 609.

### Reason for change:

- With the implementation of Route 470X, the connection between the University of Utah and Southern Davis County will be provided by UTA Rapid Service. Thus, there is an opportunity to use the resources of Route 455 connect the East Bench of Davis County using other routes that improve local connectivity.



# April 2028 Davis County

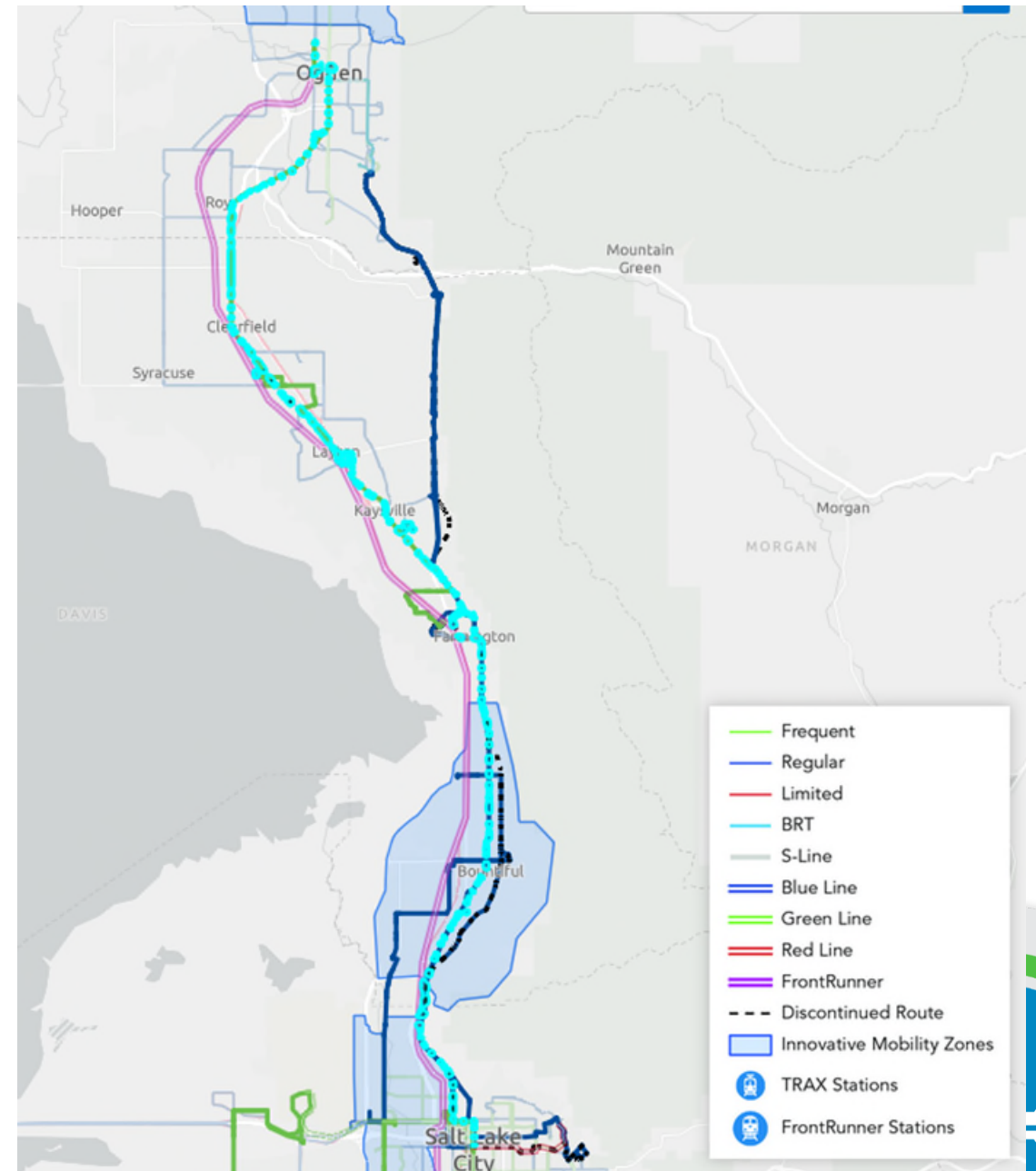
## Discontinued Routes: 470 and 473

### Proposed change:

- Service on regular route 470 and 473 will be discontinued and replaced with service on Route 470X and Route 600.

### Reason for change:

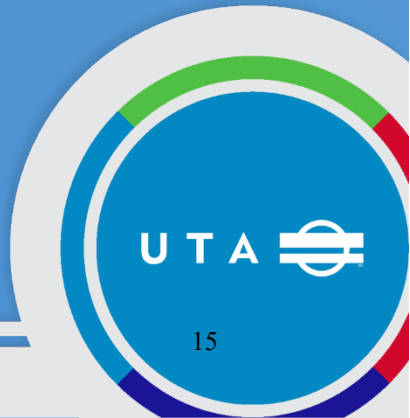
- Implementation of Davis Salt Lake community connector.



# Questions & Discussion



Trustee Beth Holbrook  
bholbrook@rideuta.com  
Tel: 801-867-5552







# City Council Staff Report



**Subject:** Work Session Discussion regarding Gravel Parking Spaces  
**Author:** Francisco Astorga, AICP, Planning Director  
**Date:** January 14, 2025

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## Background

During the November 12, 2024, City Council work session, Staff led a discussion regarding paved parking surfaces. The City Engineer outlined the use of gravel for landscaping and general use. The Planning Director provided an overview of driveway, parking, and landscaping regulations found throughout the Land Use Code. The Council showed interest in further exploring changes to the City Code to allow gravel parking areas in specific areas:

1. Consider gravel parking behind the front yard setback.
2. Consider gravel parking ten feet (10') behind the front property line.

## Analysis

Staff has prepared language that Council can consider for future adoption found in Attachment 1. Land Use Code Text Amendments require formal public hearing noticing, review and recommendation by the Planning Commission, and ultimately final review and adoption by the City Council. The prepared language includes the clarification requested by Council that the Code should be proactive in indicating that gravel is not considered a suitable or comparable paving material for parking and driveway areas. The prepared language also includes the change in policy which would allow gravel parking areas if placed behind the front yard setback. This language can easily be changed to reflect the ten-foot (10') setback alternative, if so desired.

## Department Review

This Staff Report was written by the Planning Director and reviewed by the City Manager.

## Significant Impacts

Staff supports clarifying the Code regarding gravel not being considered a comparable paving material for off-street parking. Regarding the alternatives selected during the November 12, 2024, Council work session, this possible change in policy could negatively impact the City's storm water collection system based on how each property owner maintains their gravel in its desired location. Should Council desire to move forward with the alternative, Staff recommends utilizing the front yard setback line as the new standard based on the longer distance from the public right-of-way instead of the ten-foot (10') line alternative. In either case, access to gravel parking areas would require travel over a hard surface intended for vehicular traffic, i.e., the driveway.

## Recommendation

Staff requests that the Council provide input regarding the desirability of moving forward with changing the City Code regarding allowing parking on gravel, crushed stone, etc., in residential areas as described in attachment 1.

## **Attachments**

1. Possible Future Code Amendments

## Attachment 1. Possible Future Code Amendments

### Code Sections related to the Single-Family Residential Zone (R-1, R-3, R-4, and R-F):

#### 14-4-109 PERMISSIBLE LOT COVERAGE

- A. In the (R) Zone, all structures, including accessory structures, and all impervious surfaces such as driveways, sidewalks, patios, parking areas, sports courts and pools shall not cover a total of more than sixty percent (60%) of the area of the lot or parcel of land.
- B. At least fifty percent (50%) of all required front yard areas shall be landscaped.
- C. At least fifty percent (50%) of all required side yard areas shall be landscaped.
- D. At least fifty percent (50%) of all required street side yard (corner lot) areas shall be landscaped.
- E. At least fifty percent (50%) of all required rear yard areas shall be landscaped.
- F. For institutional uses, such as churches, private schools and public buildings, the approving authority may increase the amount of impervious surface area to up to seventy percent (70%), if the additional hard surfacing is used to provide parking spaces beyond the minimum required.

#### 14-4-110 PARKING, LOADING, AND ACCESS

Each lot or parcel in the (R) Zone shall have on the same lot or parcel off-street parking sufficient to comply with Chapter 18 of this Code. ~~Said spaces shall be paved with asphalt, concrete, or similar material, and shall include a paved driveway accessing a public street.~~

- A. Parking and driveway areas shall be constructed with a Hard Surface made of Impervious Material as defined in section 14-3-102 of this Title.
- B. A Permeable Parking Surface shall be allowed as a parking area -constructed at a minimum distance of twenty-five feet (25') from the front property line.
  - 1. All permeable parking surfaces shall have a physical barrier constructed to contain the surfacing material on all sides, consistent with the landscaping requirement of 14-4-112.
  - 2. All permeable parking surfaces shall be kept free of debris vegetation and organic material at all times.
- A.C. For ~~single-single~~-family and two-family residential uses, at least two (2) of the required on-site parking spaces per unit shall be provided behind the minimum front yard setback.

B.D. Front and Street Side (Corner Lot): Parking spaces shall not be permitted between the residence and the street in either the front yard or street side yard except for the following:

1. Street Side Yard (Corner Lot): Parking is only allowed on approved parking areas either within an approved garage or carport or located at least 10 feet from the street side property line and behind a six foot screening fence. Fencing adjacent to driveways on corner lots shall be subject to required clear view requirements of Section 14-16-108.

## 14-4-112 LANDSCAPING

The following landscaping provisions shall apply to any developed lot or parcel in the (R) Zone:

- A. All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grass and similar landscaping materials. Xeriscape is a type of landscaping employing a mix of drought tolerant plants and grasses.
- B. Landscaping shall also be installed in each adjacent park-strip ~~to the same standards as other on-site landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and other nonvegetative material are not allowed in the parkstrip area between the curb and sidewalk in compliance with Section 14-16-115.~~ Xeriscaping is permitted in accordance with the Landscaping and Fencing Chapter of this Title.
- C. Permeable Parking Surfaces allowed under section 14-4-110 of this Title shall be separated from landscape areas with a physical barrier that exceeds the height of the Permeable Parking Surfaces, such as edging, pavers, bricks, curbing, or similar material, in order to keep the surface material in place.
- D. Parking Surfaces shall not be considered as landscaping.

### Code Sections related to the entire City:

## 14-3-102 DEFINITIONS

93. DRIVE-APPROACH (Also CURB-CUT or DRIVE-ACCESS): The portion of a right-of-way located between the outside edge of a street travel-way and an adjacent property and which is used or designated for vehicular passage.

94. DRIVEWAY: A private roadway, the use of which is limited to persons residing, employed, or otherwise using or visiting the parcel on which it is located.

130. HARD SURFACE: A dust-free paved surface intended for vehicular use, made of any of the following materials: concrete, masonry, cobblestone, brick, asphalt, or any other reasonable substitutes as determined by the City Engineer.

131. HARDSCAPE: Sidewalks, urban trails, plazas, and other pedestrian-oriented non-vegetative landscaping elements.

142. IMPERVIOUS MATERIAL: Any surface material which does not allow for the natural percolation of water into the soil, including but not limited to roofs, concrete patios, Hard Surface such as concrete or asphalt driveways, tennis and play courts of concrete or similar material.

152. LANDSCAPING: The addition of lawns, trees, plants, and other natural decorative features to land. Permeable parking surfaces are not considered landscaping.

267. SOFTSCAPE: Landscaping consisting of living plants and organic materials. Permeable parking surfaces are not considered landscaping.

206. PARKING SPACE: A ~~permanently surfaced area~~Hard Surface, enclosed or unenclosed for the parking of one (1) motor vehicle having dimensions of not less than nine (9) feet by eighteen (18) feet, exclusive of access or maneuvering area, ramps, or columns, to be used exclusively as temporary storage space for one private motor vehicle. Permeable parking surfaces as allowed in section 14-4-110 of this Title area also parking spaces.

xxx. PERMEABLE PARKING SURFACE: A parking surface that allows water to pass through to underlying soils consisting of rock, sand, or any other reasonable substitute as determined by the City Engineer. Permeable Parking Surface's must be a minimum of four inches (4") deep and be free of plants and organic material.

~~306307~~. XERISCAPE: A type of landscaping that employs a mix of drought tolerant plants and organic materials. Asphalt, concrete, brick paving, and other impervious surfaces are not considered xeriscape. Parking areas are not considered landscaping.

## 14-18-105 GENERAL REQUIREMENTS FOR PARKING AREAS

A. ~~Each off-street parking area shall be surfaced with asphalt, concrete pavement, or comparable material, and shall be graded to dispose of all surface water.~~  
Each off-street parking area shall be constructed from a Hard Surface or Permeable Parking Surface material as defined as in 14-3-102 and shall be graded to dispose of all surface water except as allowed in section 14-4-110 of this Title specifically in the Single-Family Residential Zone.

1. The perimeter of the ~~paved surface~~Hard Surface shall be finished with concrete curb and gutter except for single-family and two-family residential uses.

2. ~~Surfacing Parking Surfaces~~ may be installed in stages as approved by the ~~approving-applicable~~ authority.

3. ~~Parking areas constructed as a Permeable Parking Surface shall only be accessible from a Hard Surface such as a driveway and must be located on the property in accordance with the requirements of Section 14-4-110 of this Title.~~

4. All parking and grading plans shall be reviewed and approved by the City Engineer.

- B. Parking areas shall be designed to provide orderly and safe circulation, loading, unloading, parking, and storage of vehicles. All parking areas shall be landscaped, striped, marked, and maintained according to approved plans.
- C. Lighting provided in off-street parking areas shall be directed away from adjoining premises and streets in accordance with the design standards of this Title. The type and location of luminaries shall be approved by the approving authority.
- D. Off-street parking areas shall allow vehicles to enter and exit from a public street by forward motion only. This regulation shall not apply to single-family and two-family residential units, or to town-~~home-house~~ style residential units approved and constructed after December 31, 2006, that front onto a public street that is not designated on the Street Master Plan as a collector or arterial street and that does not exceed an average daily traffic volume of one thousand (1,000) vehicles.
- E. Pavement, striping, landscaping, paintings, lighting, and all other parking area components shall be maintained to prevent deterioration and safety hazards.
- F. No off-street parking shall be permitted in any required residential front yard or street side yard except as allowed in Section 14-4-110 of this Title. ~~And no vehicle, trailer or similar device may be parked on a lawn, park strip or any other non-paved surface.~~ Vehicles, trailers, or similar devices shall not be parked on lawns, landscaping areas including xeriscape, park strips, or any other non-paved paved surfaces/areas except as allowed in section 14-4-110 of this Title, specifically in the Single-Family Residential Zone.
- G. No tandem parking (one space behind another) shall be allowed, except for conventional single-family dwellings. Duplexes, apartments, townhouses and condominiums may have tandem parking providing that both spaces are assigned to the same dwelling unit and the plan is approved by the ~~approving-applicable~~ authority.
- H. Off-street parking spaces shall be located at least ten (10) feet from any street property line except for driveways serving one and two-family dwellings. For single-family and two-family residential uses, at least two (2) of the required on-site parking spaces per unit shall be provided behind the minimum front yard setback. No driveways or paved vehicle

areas of any kind are allowed in a street side yard (corner lot) setback unless they provide access to an approved parking area located within an approved garage or carport or a paved area located at least 10 feet from the street side property line and behind a six foot screening fence as required in Section 14-4-110.

- I. Landscaping of all ~~commercial and industrial~~ parking areas is required and shall meet the requirements and standards of this Title.

## 14-18-109 ACCESS REQUIREMENTS

A. Any property, regardless of its use or zone designation, shall be subject to the following.

1. Any off-street parking area shall be accessed through an approved drive-approach, also referred to as a “drive-access” or “curb-cut”, meeting ~~city~~ City construction standards. It is unlawful to drive a motor vehicle on any sidewalk, park strip, or any other area behind the curb within a public right-of-way, with the exception of an approved drive-approach.
2. The combined area of drive-approaches along any public street frontage shall not exceed fifty-~~per~~cent (50%) of the linear length of the street curb immediately adjacent to a property, including required curb returns. A ~~legal non-complying~~ legal, non-conforming flag lot shall be limited to one (1) drive-approach which shall be the narrowest width possible to comply with the minimum access requirements of this Title and the Fire Code.
3. No off-street parking area shall be approved or constructed without a drive-approach meeting City standards. Any drive-approach shall be located at least five (5) feet from a side or rear property line, with the exception of approved, shared drive-approaches.
4. Each drive-approach; ~~or drive access or driveway;~~ shall be ~~surfaced with asphalt, concrete pavement or comparable material~~ constructed from materials consistent with the City’s construction standards for drive approaches or other improvements constructed within the public right-of-way. Driveway(s) shall be constructed from Hard Surface as defined in 14-3-102 and shall be graded to dispose of all surface water. All parking, driveways, and grading plans shall be reviewed and approved by the City Engineer.
5. Existing drive approaches (drive accesses or curb-cuts) which are abandoned by non-use or which are relocated as part of an approved development project shall be removed and replaced with standard curb, gutter, park strip, and sidewalk withing one (1) year, as required by the City Engineer.

## 14-16-107 GENERAL PROVISIONS

The following shall apply to all property within the City of Bountiful:

- A. Each property owner and/or occupant shall provide and continuously maintain on-site landscaping, fencing, walls, and other required improvements equal to the minimum requirements of this Title and as shown on an approved site plan.
- B. Any dead vegetation or growth shall be removed immediately and shall not be allowed to accumulate on the property.
- C. Each property owner and/or occupant shall provide and continuously maintain landscaping within park strip areas (~~between the curb and sidewalk~~), except for approved driveways, walkways, and utility service areas. Asphalt or concrete paving in place of landscaping between the sidewalk and curb is prohibited.
- D. Any developed property shall have a pressurized irrigation system that shall be installed and continuously maintained in all landscape areas.
- E. It is unlawful to strip, excavate, or otherwise remove top soil from a site unless a permit allowing the activity has been issued by the Engineering Department.
- F. Any required improvement, including landscaping, shall be installed within six (6) months of the date of the occupancy permit or of the equivalent final inspection.

## 14-16-108 CLEAR-VIEW AREAS

- A. ~~For the purpose of providing adequate vision of vehicular and pedestrian traffic, a~~ clear-view area shall be maintained at the intersection of every street, whether public or private, and at the intersection of every driveway with a public or private street. The clear-view provisions are considered as life-safety standards and shall supersede any conflicting provisions of this Title.
- B. No provision of this section shall be construed to allow the continuance of any nonconforming tree, shrub, plant or plant growth, fence, wall, other screening material, or other obstruction which interferes with the safety of pedestrians or vehicle traffic.
- C. The clear-view area for a street intersection is the area of land determined by measuring forty (40) feet from the point of juncture of street curb lines, and then connecting the termini of those lines forming a triangle that encompasses a portion of the street right-of-way and the adjoining lot. Within that clear-view area, the following shall apply:
  - 1. Solid fences, walls, signs, sight obscuring vegetation, and/or other sight obscuring devices shall not exceed two (2) feet in height above the level of the curb.



2. Open style fences shall not exceed four (4) feet in height above the level of the curb.
3. Tree trunks shall not be located within the clear-view area; however, tree canopies may extend into the ~~clear-clear~~-view area if they are trimmed at least seven (7) feet above the elevation of the sidewalk and eleven (11) feet above the elevation of the street. It is unlawful to allow any vegetation or other growth to block any traffic sign, traffic signal, street light, or other public safety device, regardless of whether it is located in a clear-view area or not.
4. No sign shall be allowed in the clear-view area unless it is specifically permitted by this Title and it is determined by the City Engineer that it is not a safety hazard.
5. No obstruction of any sort which interferes with the safety of pedestrians or traffic shall be allowed within the clear-view area unless it is specifically permitted by this Title and it is determined by the City Engineer that it is not a safety hazard.

D. The clear-view area for the intersection of a driveway and a street shall be determined by first establishing the point of intersection of the driveway edge and the street property line, then measuring ten (10) feet along the property line away from the driveway, and ten (10) feet along the edge of the driveway in toward the property. A line is then drawn from the termini of the two lines, forming a triangle. This is accomplished on both sides of the driveway. Within the triangles and the area between them, the following shall apply:

1. An open style fence shall be a maximum of four (4) feet in height.
2. Any wall or other type of solid fence or sight obscuring growth shall be a maximum of three (3) feet in height.
3. Tree trunks shall not be located within this clear view triangle; however, tree canopies may extend into the clear view area if they are trimmed at least seven (7) feet above the sidewalk and eleven (11) feet above the street.
4. Tree canopies or other growth shall not block signs or signals.
5. Sight obscuring growth shall be a maximum of three (3) feet in height in the park strip.
6. The driveway clear-view fencing provisions may not be required on corner and double frontage lots for a secondary drive access that is gated, locked and that accesses the rear yard, if it is determined by the Planning Director that the drive access is not a primary access.



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Minutes of the  
BOUNTIFUL CITY COUNCIL  
November 26, 2024 – 6:00 p.m.

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

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

Present:	Mayor	Kendalyn Harris
	Councilmembers	Kate Bradshaw (via Zoom), Beth Child, Richard Higginson, Matt Murri, Cecilee Price-Huish
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Attorney	Brad Jeppsen
	City Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	Recording Secretary	Maranda Hilton

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

**GENERAL PLAN DISCUSSION – MR. FRANCISCO ASTORGA & MR. GARY HILL**

Mr. Gary Hill presented an overview of the existing economic conditions in Bountiful for the purpose of discussing the general plan update. The four key findings from the Zions Bank’s study were that Bountiful is a bedroom community and most of the work force commutes out of the City, that sales tax is the primary source of revenue, that the City should explore ways to increase property tax revenue, and that areas of sales tax leakage could indicate areas for potential revenue growth. Based on these findings, Mr. Hill proposed the following items be included in the general plan to help guide future decision-making, preserving Bountiful corridors for commuters, protecting existing commercial zones, and assessing property valuation and tax rates. The Council discussed the best ways to protect commercial zones and encourage sales tax revenue growth into the future. Mr. Hill said that he thinks the biggest challenge to preserving our commercial zones will be the Council showing restraint when a rezoning is on the table; having the courage to say no until the right development comes along.

Next, they discussed the goals and individual action items in the general plan and made a few changes. They added language regarding a potential arts district, adding bicycle parking to Main Street, and evaluating zoning in the Downtown area to ensure it supports vibrancy. They accepted staff proposals to add language about protecting the tree canopy, to evaluate parking regulations on Main Street, to evaluate the permitted uses within non-residential areas, and to evaluate all mixed-use and commercial zone categories.

The meeting ended at 7:01 pm

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

4	Present:	Mayor	Kendalyn Harris
5		Councilmembers	Kate Bradshaw (via Zoom), Beth Child, Richard
6			Higginson, Matt Murri, Cecilee Price-Huish
7		City Manager	Gary Hill
8		Asst. City Manager	Galen Rasmussen
9		City Attorney	Brad Jeppsen
10		City Engineer	Lloyd Cheney
11		Planning Director	Francisco Astorga
12		Power Director	Allen Johnson
13		Electrical Engineer	Luke Veigel
14		Power Commissioner	Dan Bell
15		Recording Secretary	Maranda Hilton

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

Mayor Harris called the meeting to order at 7:04 pm and welcomed those in attendance. Mr. Sterling Harris led the Pledge of Allegiance and Father Andrzej, pastor at St. Olaf’s, offered a prayer.

**PUBLIC COMMENT**

The public comment section opened at 7:08 pm.

Ms. Laura Pennock (1115 S. Main Street) encouraged the City to learn more about the “My Hometown” initiative. They partner with cities, religious organizations and community organizations, working to improve the lives of community members and increasing their opportunities. She said they offer free weekday classes for adults and children, organize days of service and build spaces for classes and workshops. She said she would love to see them come to Bountiful.

Mr. Mike Jordan (3517 South 100 East) asked the Council to look into the regulations regarding firewood storage. He said he was fined and convicted of a Class C misdemeanor because his stacked firewood was categorized at “dead vegetation”, and he was found to be in violation of the land use code. He said he would like to work with the City to possibly change the code to redefine those terms.

Mr. AJ Maudsley (910 South 175 West) said he would like to see a crossing guard placed in front of Bountiful Elementary school on 50 West. He said due to the construction of the new school, this street is currently the only drop-off area, and it has increased traffic and congestion. He said he feels the safety of the children has been compromised and he has brought this to the attention of the school principal, Bountiful police and the City Engineer.

The public comment section was closed at 7:15 pm.

1 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD OCTOBER**  
2 **22<sup>ND</sup>, NOVEMBER 12<sup>TH</sup> (FINANCE COMMITTEE), AND NOVEMBER 12<sup>TH</sup> (CITY**  
3 **COUNCIL), 2024**

4 Councilmember Higginson made a motion to approve the minutes and Councilmember Murri  
5 seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson, Murri,  
6 and Price-Huish voting “aye.”  
7

8 **COUNCIL REPORTS**

9 Councilmember Higginson reported that Bountiful was recognized as a valued member of the  
10 National League of Cities and Towns at a recent conference in Tampa, Florida. He also expressed his  
11 appreciation for the training and expertise our city’s leaders have of disaster recovery.

12 Councilmember Murri did not have a report.

13 Councilmember Price-Huish did not have a report.

14 Councilmember Child reported that Centerpoint Theatre is thinking about expanding their  
15 theater academy program due to high demand. They may consider opening a satellite location in  
16 Bountiful.

17 Councilmember Bradshaw reminded the Council that they have been invited by the BDAC to  
18 attend a strategic planning meeting for elected officials and encouraged them to go participate. She  
19 also reported that the BDAC is currently hosting its annual winter art market and will hold the annual  
20 Gingerbread Festival on December 7<sup>th</sup>.

21 Councilmember Higginson said he would welcome having a satellite location for the theater  
22 academy in Bountiful and encouraged everyone to check out the winter art market as well.

23 Councilmember Price-Huish encouraged everyone to support local retailers this holiday  
24 season and thanked the Main Street Merchants Association for the Tree Lighting ceremony they  
25 hosted the previous night.

26 Mayor Harris reminded everyone about the upcoming Christmas concert featuring Vocalocity  
27 and encouraged people to spread the word. She reported that the Sewer District held its board  
28 meeting this week and they talked about bonding for their North plant upgrades and are also  
29 considering an agreement with an outside entity to help manage the Wasatch Food Recovery facility.  
30 She reported that she chaired the Council of Mayors meeting last week and it was a great place to  
31 exchange ideas with other mayors in Utah.  
32

33 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID**  
34 **NOVEMBER 6<sup>TH</sup> AND 13<sup>TH</sup>, 2024**

35 Councilmember Murri made a motion to approve the expenditures paid November 6 & 13,  
36 2024, and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers  
37 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
38

39 **CONSIDER APPROVAL OF ORDINANCE 2024-08 REGARDING REAUTHORIZING THE**  
40 **RAP TAX FOR ANOTHER TEN-YEAR PERIOD BEGINNING APRIL 1, 2026 – MR.**  
41 **GALEN RASMUSSEN**

42 Mr. Galen Rasmussen explained that the ballot initiative for reauthorization of the RAP tax  
43 was approved by voters in the election on November 5<sup>th</sup>, and the final step is to formally adopt the  
44 initiative by approving Ordinance 2024-08 and authorizing staff to notify the tax commission to keep  
45 collecting that tax. The ordinance will take effect April 1, 2026, when the current RAP tax expires.

1 Councilmember Higginson made a motion to approve Ordinance 2024-08 and  
2 Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers  
3 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
4

5 **CONSIDER APPROVAL OF RESOLUTION 2024-11 REGARDING A POWER SALES**  
6 **CONTRACT FOR BASE LOAD POWER PLANT WITH UTAH ASSOCIATED**  
7 **MUNICIPAL POWER SYSTEMS – MR. ALLEN JOHNSON**

8 Mr. Allen Johnson explained that Bountiful, as a member of Utah Associated Municipal  
9 Power Systems (UAMPS), is looking into developing a new power plant project in Power County,  
10 Idaho. The project is a 360 MW combined-cycle gas fired turbine. Bountiful is always looking ahead  
11 to plan for future power demand and to try and find reliable, affordable resources. Bountiful will need  
12 to fund 3.5% of the cost of the project, estimating we will pay about \$350,000. After that, a power  
13 sales contract will be put into place, short-term financing will be set up, and then in December it will  
14 become an official project, if it has been fully subscribed. The plant is estimated to be available  
15 online in 2031 and will be bonded for 20 years. Bountiful would be subscribed for 13,000 kW of  
16 capacity for those 20 years.

17 Councilmember Higginson asked if Mr. Johnson thought Bountiful was focusing too many  
18 resources on natural gas to the detriment of other resources. Mr. Johnson said no, that although they  
19 do have a lot of natural gas projects in the pipeline, the solar projects are coming along well and  
20 Bountiful is also looking into some geothermal resources as well. Councilmember Higginson said he  
21 would love to see more nuclear power plants projects prioritized whenever possible and  
22 acknowledged how difficult the state legislature makes it to do so. Mr. Johnson said he agreed  
23 wholeheartedly that nuclear power was the answer.

24 Councilmember Price-Huish made a motion to approve Resolution 2024-11 and  
25 Councilmember Higginson seconded the motion. The motion passed with Councilmembers  
26 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
27

28 **CONSIDER APPROVAL OF RESOLUTION 2024-12 REGARDING A POWER SALES**  
29 **CONTRACT FOR A PEAKING PLANT WITH UTAH ASSOCIATED MUNICIPAL POWER**  
30 **SYSTEMS – MR. ALLEN JOHNSON**

31 Mr. Johnson explained that this project is linked to the previous item, made possible by  
32 Bountiful City’s participation in UAMPS, but this project will be located in Millard County and will  
33 be a peaking plant. It uses an internal combustion engine, very similar to Bountiful’s power plant, and  
34 is designed to easily start and stop to help get through the peak usage hours of the day. He explained  
35 that UAMPS decided the project will only move forward if they own the property for the project, so  
36 ownership will need to be in place before they can submit the application in January. He said that  
37 once they can show they have the property, they can apply to PacifiCorp, work on air quality, get an  
38 engineering firm to start working it, and work on getting conditional use permits from Millard  
39 County.

40 Councilmember Price-Huish asked how many other UAMPS cities are supporting this project.  
41 Mr. Johnson said that he has not seen a final number of the participating cities yet, but last he heard it  
42 was 87% subscribed. He believes many cities will bump up their shares in order to have it fully  
43 subscribed.

44 Mr. Johnson explained that there was one dissenting vote in the Power Commission meeting  
45 for this project, but staff recommend moving forward with it. Mayor Harris asked if Mr. Dan Bell, the  
46 dissenting voter, would mind addressing the Council and explaining his concerns.

1 Mr. Bell explained that he had been concerned about the idea of leasing the land for this  
2 project, because that was not entirely clear at the Power Commission meeting, so he feels very  
3 comfortable with the idea of this project now that he understands they will own the property.

4 Councilmember Bradshaw asked what the likelihood was of having to scale down the project  
5 to ensure full subscription. Mr. Johnson said he did not think they would have to scale down either  
6 project to attain full subscription. He believes it will be close enough that cities will step up to cover  
7 the gap.

8 Councilmember Bradshaw expressed her hesitancy to put the plant in Millard County due to  
9 past interactions with them being somewhat hostile. She asked that they be reminded of the great  
10 projects Bountiful has brought to their county and hoped they will be more willing business partners.  
11 Mr. Johnson agreed, saying he hopes they will be able to see that it's a great opportunity to bring  
12 more jobs there. He also explained that Millard County is by far the most ideal place for the plant due  
13 to the existing transmission lines, which would probably cost \$500M to build somewhere else.

14 Councilmember Murri made a motion to approve Resolution 2024-12 and Councilmember  
15 Child seconded the motion. The motion passed with Councilmembers Bradshaw, Child, Higginson,  
16 Murri, and Price-Huish voting "aye."

17  
18 **CONSIDER APPROVAL OF THE PURCHASE OF AN ACTUATOR FROM ATSCO SALES**  
19 **& SERVICE IN THE TOTAL AMOUNT OF \$20,236 – MR. ALLEN JOHNSON**

20 Mr. Johnson explained that this part was to replace the actuator that broke at the Pineview  
21 Hydro Project. They will still operate as normal and replace the actuator when they shut down next  
22 October.

23 Councilmember Higginson made a motion to approve the purchase from Atsco Sales and  
24 Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers  
25 Bradshaw, Child, Higginson, Murri, and Price-Huish voting "aye."

26  
27 **CONSIDER APPROVAL OF THE PURCHASE OF A NORTHWEST SUBSTATION**  
28 **BATTERY BANK FROM CONCENTRIC BATTERY SYSTEM IN THE TOTAL AMOUNT**  
29 **OF \$42,172 – MR. ALLEN JOHNSON**

30 Mr. Johnson explained this is another purchase for the renovation of the Northwest  
31 Substation. This part is a battery that runs the control of the substation, like the backup battery on a  
32 car. He said that the low bid came in with a charger that did not meet the specs, so staff recommend  
33 accepting the next lowest bid.

34 Councilmember Higginson made a motion to approve the purchase from Concentric Battery  
35 Systems and Councilmember Child seconded the motion. The motion passed with Councilmembers  
36 Bradshaw, Child, Higginson, Murri, and Price-Huish voting "aye."

37  
38 **CONSIDER APPROVAL OF THE PURCHASE OF A NORTHWEST SUBSTATION**  
39 **GROUP OPERATED SWITCH FROM CARSON SALES IN THE TOTAL AMOUNT OF**  
40 **\$111,755 – MR. ALLEN JOHNSON**

41 Mr. Johnson explained that this is a group operated switch used to isolate or bypass  
42 equipment for maintenance reasons and must have the proper voltage and rating. He said that the low  
43 bid did not have the right rating, so staff are recommending the next lowest bid from Carson Sales.  
44 This part is also for the Northwest Substation rebuild scheduled for next year.

1 Councilmember Price-Huish made a motion to approve the purchase from Carson Sales and  
2 Councilmember Murri seconded the motion. The motion passed with Councilmembers Bradshaw,  
3 Child, Higginson, Murri, and Price-Huish voting “aye.”  
4

5 **CONSIDER APPROVAL OF THE PURCHASE OF A NORTHWEST SUBSTATION**  
6 **VOLTAGE TRANSFORMER PURCHASE FROM CARSON SALES IN THE TOTAL**  
7 **AMOUNT OF \$45,733 – MR. ALLEN JOHNSON**

8 Mr. Johnson explained that this part, also for the Northwest Substation rebuild, is a small  
9 voltage transformer that will be used on metering and power indicators. Staff recommend accepting  
10 the low bid which meets all the specs.

11 Councilmember Murri made a motion to approve the purchase from Carson Sales and  
12 Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers  
13 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
14

15 **CLOSED SESSION – MR. BRADLEY JEPSEN**

16 Councilmember Higginson made a motion to move to a closed session to discuss the  
17 acquisition or sale of real property, pending litigation, and/or to discuss the character and/or  
18 competency of an individual(s) and Councilmember Price-Huish seconded the motion. The motion  
19 was approved with the following roll call vote:

20	Murri	Aye
21	Bradshaw	Aye
22	Higginson	Aye
23	Child	Aye
24	Price-Huish	Aye

25  
26 The open meeting was closed at 8:29 pm.

27  
28 The closed session started at 8:34 pm.  
29

30 Present: Mayor Harris, Councilmembers Bradshaw (via phone call), Child, Higginson, Murri and  
31 Price-Huish, Mr. Gary Hill, and Mr. Brad Jepps.

32  
33 Councilmember Higginson made a motion to end the closed session and return to the open  
34 meeting and Councilmember Price-Huish seconded the motion. The motion was approved with  
35 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
36

37 The closed session ended at 8:48 pm.  
38

39 **ADJOURN**

40 Councilmember Child made a motion to adjourn the meeting and Councilmember Price-Huish  
41 seconded the motion. The motion was approved with Councilmembers Bradshaw, Child, Higginson,  
42 Murri, and Price-Huish voting “aye.”  
43

44 The meeting was adjourned at 8:48 pm.  
45  
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*Mayor Kendalyn Harris*

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*City Recorder*

PENDING



1 Minutes of the  
2 BOUNTIFUL CITY COUNCIL  
3 December 10, 2024 – 6:00 p.m.  
4

5 Official notice of the City Council Meeting was given by posting an Agenda at City Hall and on  
6 the Bountiful City Website and the Utah Public Notice Website and by providing copies to the  
7 following newspapers of general circulation: Davis County Journal and Standard Examiner.  
8

9 **Work Session – CANCELLED**  
10

11  
12 **Regular Meeting – 7:00 p.m.**  
13 **City Council Chambers**  
14

15 Present:	Mayor Pro Tem	Richard Higginson
	Councilmembers	Kate Bradshaw, Beth Child, Matt Murri (via Zoom), Cecilee Price-Huish
	City Manager	Gary Hill
	City Attorney	Brad Jeppsen
	City Engineer	Lloyd Cheney
	Planning Director	Francisco Astorga
	Finance Director	Tyson Beck
	Parks Director	Brock Hill
	Senior Planner	Amber Corbridge
	Asst City Engineer	Todd Christensen
	Water Director	Kraig Christensen
	Power Director	Allen Johnson
	Police Chief	Ed Biehler
	Streets Director	Charles Benson
	Recording Secretary	Maranda Hilton
31 Excused:	Mayor	Kendalyn Harris

32  
33  
34 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

35 Mayor Pro Tem Higginson called the meeting to order at 7:03 pm, welcomed those in  
36 attendance and apologized for the late start. Mr. Ethan Higginson led the Pledge of Allegiance and  
37 Ms. Kelly Lonnecker, Bountiful Stone Creek Stake, offered a prayer.  
38

39 **PUBLIC COMMENT**

40 The public comment section was opened at 7:06 pm.  
41

42 Mr. Duane Boyce (1464 Barton Creek Lane) said he was there representing his neighbors and  
43 sharing their concerns regarding the plans to create a connector trail between Eggett Park and  
44 Holbrook trail. He said they are concerned about the increase in traffic and cars parking along the  
45 street and the safety issues that may arise from those. He asked the Council to please not approve the  
46 contract for this trail until they have talked to the residents about it more fully.  
47

1  
2 Mr. Andres Aldave (1486 E. Barton Creek Lane) said he shared the concerns of Mr. Boyce,  
3 and said it is likely there will be more cars than the parking lot can hold, because it is often full  
4 already on summer weekends. He noted that if cars are forced to park on the street, it will not leave  
5 26 feet of width which is required for a fire truck to operate. He asked the Council how it can be  
6 alright with violating that code.  
7

8 Mr. Gary Davis (2814 South 500 West) said he was surprised to learn that the school district  
9 does not want parents to escort their kids through crosswalks, that he is concerned about a small  
10 group of people wanting special rules to be enacted based on theoretical events, and made a comment  
11 about a remark made in the Traffic Safety Committee meeting.  
12

13 Mr. Randy Byer () said he understands that putting a trail in that location may have an impact  
14 on parking, but he asked the Council to consider the growing number of students on the high school  
15 mountain biking team and how many miles they ride each week in order to train for their races. He  
16 said building more trails allows them to do training off the streets and away from cars, which has a  
17 huge impact on the safety of these students. Connector trails like the Eggett to Holbrook help even  
18 more, allowing the kids to commute to the larger trail system without having to use major streets.  
19

20 The public comment section was closed at 7:14 pm.  
21

## 22 **COUNCIL REPORTS**

23 Councilmember Price-Huish did not have a report.

24 Councilmember Child did not have a report.

25 Councilmember Bradshaw reminded everyone that the Winter Art Market is going on at the  
26 BDAC until December 21<sup>st</sup>, and encouraged everyone to go support local artists, and support the art  
27 center by checking it out.

28 Councilmember Higginson did not have a report.

29 Councilmember Murri did not report.  
30

## 31 **CONSIDER APPROVAL OF:**

32 **a. EXPENDITURES GREATER THAN \$1,000 PAID NOVEMBER 20 & 27, 2024**

33 **b. OCTOBER 2024 FINANCIAL REPORT**

34 Councilmember Price-Huish made a motion to approve the expenditures paid November 20 &  
35 27, 2024 and the October 2024 financial report. Councilmember Bradshaw seconded the motion. The  
36 motion passed with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting  
37 “aye.”  
38

## 39 **RECOGNIZE JANA MONSON, RETIRED OWNER OF CREATIVE ARTS ACADEMY –** 40 **MAYOR PRO TEM HIGGINSON**

41 Mayor Pro Tem Higginson introduced a video message from Mayor Harris, who was unable  
42 to attend the meeting in person. Mayor Harris recognized Ms. Jana Monson and the Creative Arts  
43 Academy, saying that Ms. Monson’s impact on the community was exceptional. She lauded Ms.  
44 Monson’s mission to train impressive dancers, but also for her commitment to give back to the  
45 community through charity concert fundraisers. She thanked Ms. Monson for helping children in

1 Bountiful gain confidence and have opportunities to shine, and for helping sustain a thriving  
2 economy on Main Street.

3 Councilmember Price-Huish thanked Ms. Monson for making the community better by  
4 welcoming so many students and making them feel cared for, and for being an anchor to Main Street  
5 businesses.

6 Councilmember Child also thanked Ms. Monson for the vibrancy she brought to Main Street  
7 and the confidence she instilled in the young people of our community.

8 Councilwoman Bradshaw echoed the sentiment that Creative Arts Academy had livened up  
9 Main Street and made a big difference to the city.

10 Mayor Pro Tem Higginson awarded Ms. Jana Monson with a certificate of achievement, and  
11 thanked Ms. Monson for being part of the wonderful support system that is so vital to the success of  
12 today's youth.

13  
14 **RECOGNIZE THE BOUNTIFUL HIGH SCHOOL FOOTBALL TEAM FOR THEIR STATE**  
15 **CHAMPIONSHIP VICTORY – MAYOR PRO TEM HIGGINSON**

16 Mayor Pro Tem Higginson welcomed the Bountiful High Football Team and congratulated  
17 them on their State Championship victory. He invited Coach Jason Freckleton to speak first.

18 Coach Freckleton thanked the Council for their recognition and said that the support the team  
19 consistently feels from the community is amazing. He remarked that it was a very special season for  
20 the team, after making it to the state final last year, knowing that if they were dedicated, they could  
21 win the championship this year. He shared how proud he was of the players for their focus and  
22 determination, and said he hopes it is just the first of many championships they win in their lives. He  
23 said the team is composed of great young men who will grow to be leaders in their community.

24 Mayor Pro Tem Higginson thanked the team for their work and accomplishments that  
25 contributed to our community.

26  
27 **CONSIDER APPROVAL OF THE EGGETT TO HOLBROOK TRAIL FROM ELITE**  
28 **LANDSCAPE SERVICES IN THE TOTAL AMOUNT OF \$123,260 – MR. TODD**  
29 **CHRISTENSEN**

30 Mr. Todd Christensen explained that the Holbrook trailhead currently has 14 parking spaces,  
31 which is generally insufficient to meet demand, and staff expect demand will increase as the project  
32 of trail system improvements is continued. Eggett Park currently has 29 parking stalls and other  
33 amenities that would be nice for trail users. Creating a safer connection between the trailhead and the  
34 park would enable those amenities to be shared.

35 He added that this connection will be steep and technically difficult and will require retaining  
36 work. Staff recommends contracting with Elite Landscape, who specialize in rock retaining walls,  
37 and who built another trail for the City and did an excellent job.

38 Mr. Christensen said that the City has received a \$20k donation to be used specifically for this  
39 trail, as well as a \$20k Utah Outdoor Recreation grant, and another \$10k donation that can be used  
40 for this project.

41 Councilmember Price-Huish asked Mr. Christensen if the trail will follow the existing foot  
42 path. Mr. Christensen said the trail will be made with switchbacks to reduce the incline, crossing the  
43 current footpath four times. He said they could not find a way to make it beginner level, but they did  
44 their best to make it safer and it is categorized as “intermediate” now.

45 Mayor Pro Tem Higginson asked about the property the trail is on. Mr. Christensen said that  
46 the City owns the entirety of the property where the trail will be, so that in not an issue.

1 Councilmember Child asked what safety measures will be in place for people crossing  
2 Bountiful Boulevard at that spot. Mr. Christensen said nothing is planned for now, but they did make  
3 sure to position the termination point of the connector trail at the ideal place for crossing.

4 Councilmember Child asked how the creation of this trail may affect other approvals from the  
5 Forest service. Mr. Christensen explained that the Forest Service is currently reviewing four proposed  
6 trails that use Forest Service land, and one of the things that is paramount for them is trailhead  
7 support, so this connection to more amenities and parking may play a part in whether or not the other  
8 trails are approved.

9 Councilmember Price-Huish asked Chief Biehler if he thought increased street parking would  
10 be a safety concern at Barton Creek. Chief Biehler said he suspects the trail connection will increase  
11 traffic but could not say for sure if safety there would be affected. He did note that he does not  
12 believe there will be any increase in criminal activity near the trailhead or in Eggett Park.

13 Mr. Lloyd Cheney explained, in response to one of the public comments, that many of the  
14 streets in Bountiful are only 30 feet wide, the same as Barton Creek Lane, and it has never presented  
15 a problem with the circulation or operation of fire trucks.

16 The Council asked Mr. Brock Hill, Parks Director, to give his opinion about using Eggett  
17 Park as overflow parking for the trailhead. He said that Eggett Park is the second least used park in  
18 the city, and he feels it can easily handle the additional capacity. He added that he sees people  
19 navigating the steep slope between the park and the trailhead anyway, and this improvement to the  
20 existing trail will simply increase safety. He added that Eggett Park will remain designated as a park,  
21 it will not become a trailhead.

22 Mayor Pro Tem Higginson spoke in support of the trail, saying that it will be the first trail to  
23 accomplish the goal of better connection of parks to the foothills, which has been a goal of the trails  
24 committee and the Council for a long time.

25 Councilmember Bradshaw also voiced her support for the trail, saying that it will help  
26 pedestrians and cyclists access the foothills, keep relations with the forest service on good terms, and  
27 help our students on the mountain bike team be safe.

28 Councilmember Price-Huish said she is excited to see the trails system continue to expand,  
29 and because some important approvals may hinge on this connector trail, and because certain funding  
30 is time-sensitive, she supports building the connector trail at this time.

31 Councilmember Price-Huish made a motion to approve the contract with Elite Landscape to  
32 build the Eggett to Holbrook connector trail and Councilmember Bradshaw seconded the motion. The  
33 motion was approved with Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish  
34 voting “aye.”

35  
36 **CONSIDER APPROVAL OF ORDINANCE 2024-09 REGARDING A ZONE CHANGE AT**  
37 **2122 SOUTH ORCHARD – MS. AMBER CORBRIDGE**

38 Ms. Amber Corbridge explained that the applicant is requesting a rezone at 2122 Orchard  
39 Drive, changing it from multi-family to mixed-use residential. The proposed plan would keep four of  
40 the multi-family structures intact and add two more multi-family structures and one mixed-use  
41 building. Staff feel this proposal would align well with the City’s goal to create more high-density  
42 housing, especially along major transit corridors, and finds this area appropriate for a rezone of this  
43 nature. The Planning Commission reviewed this application on November 19<sup>th</sup> and forwarded a  
44 positive recommendation with some conditions. The Planning Commission would like to require the  
45 addition of tables and benches to the open spaces, and would also like to require the combining of

1 two parcels into one. This project will also require a parking study, and the rear buildings will be  
2 limited to two stories.

3 The Council asked questions and discussed how the buildings will look from Orchard, and the  
4 heights of the rear buildings. Mayor Pro Tem Higginson shared some of the insights from the  
5 discussion that took place at the Planning Commission meeting, saying that if the property changes  
6 hands in the future, the deed will show there is a restriction of two stories for those buildings.

7 Mr. Randy Byer, applicant, explained that this project is seeking to help fill an affordable  
8 housing need in Bountiful and they plan to keep renting most of the units on the front of the property  
9 while leasing out the units in the rear of the property.

10 Councilmember Bradshaw made a motion to approve Ordinance 2024-09 and Councilmember  
11 Child seconded the motion. The motion was approved with Councilmembers Bradshaw, Child,  
12 Higginson, Murri, and Price-Huish voting “aye.”

13  
14 **CONSIDER APPROVAL OF ARCHITECTURAL AND SITE PLAN REVIEW AT 710**  
15 **NORTH 500 WEST – MS. AMBER CORBRIDGE**

16 Ms. Corbridge explained that the Planning Commission forwarded a 4-2 recommendation for  
17 this change-of-use request. The applicant would like to change it from manufacturing use to a  
18 contractor/office/indoor storage use. She said the commission had a long debate at their December 3<sup>rd</sup>  
19 meeting about whether the existing vegetation meets the solid screening requirement. They finally  
20 forwarded a positive recommendation with the following conditions: maintain existing vegetative  
21 screening along the east property line, remove all junk and debris from the property, and meet all  
22 staff review comments.

23 Councilmember Price-Huish asked about why the vote was 4-2. Mayor Pro Tem Higginson  
24 explained that after debating the solid screening requirement, they decided that the level of  
25 noncompliance for this property was not getting worse with this change of use, and to go after one  
26 issue without asking them to bring the entire site up to code was illogical. The property is being  
27 improved overall with this change. Despite that discussion, there were two votes against the change  
28 of use.

29 Councilmember Bradshaw asked if another site plan review would be required if the applicant  
30 decided to build an accessory structure in the future. Mr. Astorga answered yes, they would be  
31 required to submit another site plan review. Councilmember Bradshaw said she is comfortable with  
32 approving the site plan review.

33 Mr. Astorga said that the code still applies and if something significant happened to decrease  
34 the tree canopy, the City would still be able to step in and have the property owner comply with the  
35 screening requirement.

36 Councilmember Child made a motion to approve the site plan review with the conditions set  
37 forth by staff and Councilmember Price-Huish seconded the motion. The motion was approved with  
38 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”

39  
40 **CONSIDER APPROVAL OF THE PURCHASE OF TWO STAFF TRUCKS FROM SALT**  
41 **LAKE VALLEY RAM, TOTALING \$97,368, AS WELL AS ONE CREW TRUCK WITH A**  
42 **UTILITY BED FROM YOUNG FORD OF GODEN, TOTALING \$110,864 (ALL**  
43 **TOGETHER: \$208,232) – MR. KRAIG CHRISTENSEN**

44 Mr. Kraig Christensen explained that the Water Department tries to replace staff trucks every  
45 five years and crew trucks every eight years. This year there are two staff trucks and one crew truck  
46 that are ready to be replaced. They had only budgeted \$100,000 for the two staff trucks and \$100,00

1 for the crew truck, but they do have sufficient funding to cover the difference in cost in the capital  
2 budget.

3 Councilmember Price-Huish made a motion to accept the purchase of the trucks and  
4 Councilmember Bradshaw seconded the motion. The motion was approved with Councilmembers  
5 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
6

7 **CONSIDER APPROVAL OF THE PURCHASE OF AN S&C CIRCUIT SWITCHER FROM**  
8 **IRBY IN THE TOTAL AMOUNT OF \$151,078 – MR. ALLEN JOHNSON**

9 Mr. Allen Johnson explained that this purchase is for the Northwest substation rebuild project.  
10 This is a 46,000-volt circuit switcher that isolates and protects the transformer. The low bid is the  
11 same brand they currently have in other substations, so staff is already familiar with its operation and  
12 is happy to recommend the low bid on this item.

13 Mayor Pro Tem Higginson asked if the long lead time was concerning. Mr. Johnson said it is  
14 concerning, but staff feel it is still within the timeframe that is okay because it will be one of the last  
15 parts that gets installed. He added that S&C often beats their estimated lead times.

16 Councilmember Bradshaw made a motion to approve the purchase from Irby and  
17 Councilmember Child seconded the motion. The motion was approved with Councilmembers  
18 Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
19

20 **ANNUAL MEETING PUBLIC NOTICE FOR 2024 – MR. GARY HILL**

21 Mr. Gary Hill explained that cities are required to give public notice of the anticipated  
22 meeting schedule for the coming year each year. He said that they are choosing to keep the same  
23 schedule of every second and fourth Tuesday each month. Meetings can be cancelled or rescheduled  
24 without a problem.

25 Councilmember Price-Huish made a motion to accept the annual meeting schedule for 2025  
26 and Councilmember Bradshaw seconded the motion. The motion was approved with  
27 Councilmembers Bradshaw, Child, Higginson, Murri, and Price-Huish voting “aye.”  
28

29 **ADJOURN**

30 Councilmember Bradshaw made a motion to adjourn the open meeting and Councilmember  
31 Price-Huish seconded the motion. The motion was approved with Councilmembers Bradshaw, Child,  
32 Higginson, Murri, and Price-Huish voting “aye.”  
33

34 The regular session was adjourned at 9:08 pm.  
35

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*Mayor Kendalyn Harris*



*City Recorder*

PENDING



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000 paid  
December 4, 11, 18, 24 & 31, 2024

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** January 14, 2025

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## **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 December 4, 11, 18, 24 & 31, 2024.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 4, 2024**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
15,766	ALTITUDE STEEL STRUC	Streets	454410 473100	Improv Other Than Bldgs	8,215.25	242,897	1095	Brine Plant Building, approved by Council
1,473	BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	22,784.58	242,900	49160	Road Salt - Cust # BOUNTIFUL
1,596	CATE RENTAL & SALES,	Golf Course	555500 426100	Special Projects	1,917.40	242,903	L95258	Misc. Parts & Supplies - Cust # 02308
14,651	CREATIVE TRAILS, INC	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	18,000.00	242,907	12022024	Bountiful TrailsManagement Period 11/15-12/02/2024
2,003	DUNCAN ELECTRIC SUPP	Streets	454410 473100	Improv Other Than Bldgs	1,913.50	242,909	228484-1	Misc. Parts & Supplies - Acct # 020354
14,161	EQUINOX ENGINEERING	Landfill Operations	585820 473100	Improv Other Than Bldgs	6,396.50	242,911	123.01.02	Bountiful City Landfill Pond - Project # UT-123-01
2,719	JMR CONSTRUCTION INC	Streets	104410 473400	Concrete Repairs	2,349.60	242,921	12032024	Work completed through Nov. 2024
2,719	JMR CONSTRUCTION INC	Storm Water	494900 441250	Storm Drain Maintenance	27,181.20	242,921	12032024	Work completed through Nov. 2024
2,886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,767.84	242,922	428544	Road Base - Cust # BCTY07399
15,142	OLYMPUS REFUSE	Refuse Collection Operations	585800 474600	Vehicles	167,000.00	242,939	624881	Refuse Truck - approved by council
5,550	PARTRIDGE GROUP	Police	104210 423000	Travel & Training	1,134.00	242,940	6065	In House Training and Travel
3,549	PREMIER VEHICLE INST	Police	104210 425430	Service & Parts	15,911.45	242,944	45199	Vehicle Equipment Labor and Install
5,553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	3,533.76	242,950	280095677	Tires and Service - Acct # 2801867
5,553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	3,594.20	242,950	280095172	Tires and Service - Cust # 2801867
15,056	RDO EQUIPMENT CO.	Streets	104410 425000	Equip Supplies & Maint	3,403.24	242,952	W04008R2	Misc. Parts/Supplies - Acct # 61750001
1,078	ROADSAFE TRAFFIC	Streets	104410 448000	Operating Supplies	2,887.20	242,954	6286	Road Striping
15,717	SILVERLEAF PARTNERS	Police	454210 472100	Buildings	4,425.00	242,957	7757	Electrical Systems Subcontractor
11,737	SPLASHTOP INC	Computer Maintenance	616100 429200	Computer Software	2,034.14	242,960	INV23375085	Remote Business Access Licensing
4,171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,322.20	242,964	2024100117895	Citric Acid - Cust # C1303
4,171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,800.20	242,964	2024100117891	Fluoride - Cust # C1303
4,131	T-MOBILE	Police	104210 428000	Internet & Telephone Expense	1,574.79	242,963	11212024	Account # 992894616
4,229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	20,350.13	242,965	0390884	Fuel - Acct # 000275
15,768	TRUE TECH MECHANICAL	Light & Power	535300 448627	Echo Hydro Operating Costs	3,371.00	242,966	24256	Wall Seal / Labor and Materials
4,334	USDA-FOREST SERVICE	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	5,567.98	242,971	3005134241	USDA Service - Customer # 6021080
10,811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	53,903.54	242,973	11192024	Fiber connections to Bountiful City locations
4,448	VEOLIA ENVIRONMENTAL	Refuse Collection Operations	585800 448000	Operating Supplies	94,248.50	242,975	INV-474650	Yearly Household Haz Waste Event
7,732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,363.85	242,981	203371	Janitorial Services
5,928	WOODS CROSS CITY	Police	104210 423000	Travel & Training	3,000.00	242,982	480	Patricio Guanuna education reimburse 1st install
9,022	XYBIX SYSTEMS, INC	Police	454210 472100	Buildings	2,029.52	242,983	55273	Tile install and kits
<b>TOTAL:</b>					<b>487,980.57</b>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 11, 2024**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
15,359	BIG IRON DRILLING	Light & Power	535300 448633	Street Light	13,700.00	242,986	1402	Streetlight bore
1,924	DELL MARKETING L.P.	Computer Maintenance	616100 429300	Computer Hardware	2,283.20	243,000	10787085695	IT Laptop - Cust # 13129956
9,982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	5,234.68	243,001	76539	Tree Trimming
9,982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,474.40	243,001	76538	Tree Trimming
2,055	ELECTRICAL CONSULTAN	Light & Power	535300 474790	CIP 09 Dist Sub NW Substation	36,292.00	243,004	126125	Project # BCP-023 North west Substation
2,164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	1,479.36	243,005	1255037	Misc. Parts/Supplies - Cust # 48108
2,164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	6,719.70	243,005	1256296	Misc. Parts/Supplies - Cust # 48108
2,329	GORDON'S COPYPRINT	Legislative	104110 424000	Office Supplies	1,270.00	243,007	50183	Copies for Bountiful City
2,886	LAKEVIEW ROCK PRODUK	Water	515100 461300	Street Opening Expense	1,301.60	243,014	430030	Road Base - Cust # BCTY07399
2,886	LAKEVIEW ROCK PRODUK	Water	515100 461300	Street Opening Expense	4,092.64	243,014	430001	Road Base - Cust # BCTY07399
3,195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	4,178.72	243,019	S106645019.001	Misc. Parts/Supplies - Cust # 18498
3,245	NATIONAL LEAGUE OF C	Legislative	104110 421000	Books Subscr & Mmbrshp	4,487.00	243,021	191469	Annual Member Dues - Member # 0000044020
3,293	NICKERSON CO INC	Water	515100 472130	Wells	22,240.00	243,022	J26787	Pump - Cust # BOUCIT
9,721	OVERHEAD DOOR CO OF	Water	515100 426000	Bldg & Grnd Suppl & Maint	1,687.92	243,026	7310005124	Repair, parts and Labor
13,120	RECYCLE IT	Landfill Operations	585820 448000	Operating Supplies	4,605.00	243,035	10532	Mattress Recycling fees
4,911	RELADYNE	Light & Power	535300 448614	Power Plant Equipment Repairs	23,250.00	243,036	1101629-IN	Varnishing Mitigation
15,661	ROB SCHMIDT BODY	Light & Power	535300 448635	Vehicles	3,606.00	243,039	RS19160	Auto Body Repairs for Bountiful City
3,830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	1,300.00	243,041	6ED6B12F	Spring Tuition 2025 for Cody Nesi
3,830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	6,200.00	243,041	20CAA929	Spring Tuition for E Amaro, K Parkin, C Burgess, N
10,571	STRUCTURAL STEEL & P	Streets	104410 425000	Equip Supplies & Maint	2,595.00	243,048	240815	Spill Guards - Minus Sales Tax (EXEMPT)
14,767	T.C. RECYCLING	Streets	104410 425000	Equip Supplies & Maint	2,508.28	243,051	5596	Track Parts for Road Mill
4,171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	5,569.00	243,052	2024100118073	Chlorine Cylinders - Acct # C1303
14,512	TOONE, DANIEL	Legislative	454110 473160	Improv-PublicArt-1%CapProject	1,200.00	243,053	51714	Annual sculpture rental "Sentinel"
5,322	UCS WIRELESS	Light & Power	535300 448641	Communication Equipment	1,425.00	243,054	82758	Annual Radio Maintenance
15,773	VOCALOCITY ENTERTAIN	Legislative	104110 492080	Community Events-BntflComServC	2,000.00	243,058	12102024	Christmas Performance at Woods Cross High
14,946	WIDDISON WELL SRVC	Water	515100 472130	Wells	52,952.00	243,062	5737	Motor for Shop Well
15,772	YOUNG AUTO GP LAYTON	Police	454210 474500	Machinery & Equipment	42,287.00	243,063	19S2927	2025 Dodge Durango - VIN #1C4RDJFG8SC509390
15,772	YOUNG AUTO GP LAYTON	Police	454210 474500	Machinery & Equipment	42,287.00	243,063	1PS2920	2024 Dodge Durango VIN #1C4RDJFG1SC509389
TOTAL:					<u>308,225.50</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**  
**Paid December 18, 2024**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1,447	BP ENERGY COMPANY	Light & Power	53 213100	Accounts Payable	22,046.43	243,073	21381360	Natural Gas - Contract # 23191
1,393	BTS LANDSCAPING PROD	Landfill Operations	585820 462400	Contract Equipment	11,806.00	243,074	115	Green Waste Grinding
1,393	BTS LANDSCAPING PROD	Landfill Operations	585820 462400	Contract Equipment	18,858.00	243,074	114	Green Waste Grinding
1,716	CMT ENGINEERING LABO	Landfill Operations	585820 473100	Improv Other Than Bldgs	1,373.00	243,082	120764	Sampling Soil - Account # CB600
5,281	ENBRIDGE GAS UTAH	Police	104210 427000	Utilities	2,512.04	243,088	12012024C	Account # 3401140000
5,281	ENBRIDGE GAS UTAH	Streets	104410 427000	Utilities	1,535.83	243,088	12012024B	Account # 3893910000
5,281	ENBRIDGE GAS UTAH	Water	515100 427000	Utilities	1,531.20	243,088	12012024E	Account # 9591363682
5,281	ENBRIDGE GAS UTAH	Light & Power	53 213100	Accounts Payable	21,570.83	243,088	12012024L	Account # 6056810000
5,281	ENBRIDGE GAS UTAH	Light & Power	535300 448613	Power Plant Operating Costs	1,498.89	243,088	12012024M	Account # 1067495449
13,573	FOX VALLEY RESTORATI	Light & Power	535300 448635	Vehicles	1,175.00	243,090	92705	Seat Repair
5,458	HANSEN, ALLEN & LUCE	Water	515100 431000	Profess & Tech Services	1,803.00	243,097	53558	Engineering for water rights
5,412	HARRIS, KENDALYN	Legislative	104110 423000	Travel & Training	1,265.37	243,098	12102024	Travel&Training Expense for WA DC Statue Ceremony
2,562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	5,684.16	243,102	29043	Radios
2,605	INTERFORM	Streets	104410 448000	Operating Supplies	1,341.00	243,103	488054	Misc. Uniform Supplies - Client # 10006
6,959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,883.10	243,105	SLC12240047	December 2024 Janitorial Service
8,137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,027.08	243,106	13302	Patching - Cust # BOUN02610
8,137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,514.16	243,106	13353	Patching - Cust # BOUN02610
2,896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,095.00	243,109	248496	Misc. Parts & Supplies - Acct # A1069
8,635	LARSEN LARSEN NASH &	Legal	104120 431100	Legal And Auditing Fees	3,010.00	243,110	11302024	Legal Fee for November 2024
3,457	PERSONAL IMPRESSIONS	Light & Power	535300 448632	Distribution	1,254.07	243,130	9997	Danger Labels - Cust # 185
3,457	PERSONAL IMPRESSIONS	Light & Power	535300 448632	Distribution	1,438.42	243,130	9998	Pole Plates - Cust # 185
13,267	SLATE ROCK FR LLC	Light & Power	535300 445202	Uniforms	8,471.28	243,147	79375	FR Shirts and Hoodies
3,982	SOUTH DAVIS METRO FI	Fire	104220 431000	Profess & Tech Services	707,035.50	243,149	12032024	Quarterly Fire & EMS Services Assessment
4,229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,204.85	243,156	0391279	Bulk Oil - Acct # 000275
4,229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	20,285.59	243,156	0391456	Fuel - Acct # 000275
5,000	U.S. BANK CORPORATE	Executive	104130 423000	Travel & Training	5,195.00	243,161	12102024SW	ULCT Regist. & Misc. - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Executive	104130 423000	Travel & Training	7,006.42	243,161	12102024GH	NLC Trvl/Train - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Finance	104140 423000	Travel & Training	1,214.00	243,161	12102024TB	Trvl/Train Expense - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	1,986.17	243,161	12102024AS	Training Supplies - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Streets	104410 425000	Equip Supplies & Maint	4,099.89	243,161	12102024JE	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Parks	104510 423000	Travel & Training	1,230.00	243,161	12102024BH	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Police	454210 472100	Buildings	-592.68	243,161	12102024DU	Misc. and Credit - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Water	515100 423000	Travel & Training	1,198.47	243,161	12102024KC	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Light & Power	535300 445202	Uniforms	1,640.76	243,161	12102024AJ	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5,000	U.S. BANK CORPORATE	Golf Course	555500 448000	Operating Supplies	1,126.19	243,161	12102024BH	Misc. Parts/Supplies - Acct #4246-0445-5571-8851
5,322	UCS WIRELESS	Streets	104410 429200	Computer Software	1,425.00	243,162	82757	Software
4,450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	1,959.32	243,166	6100033812	Acct # 371517689-00001
					TOTAL:	<u>869,708.34</u>		

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 24, 2024**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
7,042	AFFORDABLE TURF & SP	Golf Course	555500 425000	Equip Supplies & Maint	1,026.40	243,176	4092625	Carlstar golf cart fairway pro
1,164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,328.25	243,178	6255465-00	Misc. Parts/Supplies - Cust # 6000052
1,211	ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,904.12	243,179	1439796	Cold Mix - Cust # 5628
1,220	AT&T MOBILITY	Streets	104410 428000	Internet & Telephone Expense	1,006.28	243,180	X11282024	Account # 287314361186
1,473	BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	23,147.22	243,182	49417	Road Salt - Customer # BOUNTIFUL
13,858	DESERT EDGE HEATING	Streets	454410 473100	Improv Other Than Bldgs	2,100.00	243,189	i11014	Parts and Labor for Brine Plant
9,982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,228.08	243,190	76540	Tree Trimming
9,982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,060.00	243,190	76542	Tree Trimming
2,164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	1,248.00	243,194	1256410	Misc. Parts/Supplies - Cust # 48108
2,164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	1,343.07	243,194	1257101	Misc. Parts/Supplies - Cust # 48108
2,579	IDENTIFIX INC	Streets	104410 429200	Computer Software	1,428.00	243,202	74940-25	Identifix Government Subscription - Cust ID 74940
2,886	LAKEVIEW ROCK PRODU	Water	515100 461300	Street Opening Expense	1,030.40	243,206	430208	Road Base - Cust # BCTY07399
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,773.09	243,207	2417-1	Firefighter Park Restroom Improvements
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	7,707.00	243,207	2418-1	Mueller Park Restroom Improvements
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	8,190.60	243,207	2413-1	Five Points Restroom Improvements
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	11,740.54	243,207	2415-1	Lewis Park Restroom Improvements
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	14,542.31	243,207	2414-1	North Canyon Park Restroom Improvements
13,969	LAUNCH CONSTRUCTION	Parks	104510 426000	Bldg & Grnd Suppl & Maint	14,909.90	243,207	2412-1	Summerwood Trailhead Restroom Improvements
3,195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	3,235.21	243,216	S106672647.001	Misc. Parts/Supplies - Cust # 18498
3,235	NAPA AUTO PARTS	Streets	104410 448000	Operating Supplies	1,305.07	243,218	4445-367981	Misc. Auto Parts - Acct # 7429
3,271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	129,391.44	243,219	25746	Replacement Server Hardware, approved by council
5,553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,702.26	243,228	280096385	Tires and Service - Cust #2801867
3,649	RASMUSSEN EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	2,155.12	243,229	10189537	Misc. Parts/Supplies - Acct # 09503
10,586	ROCKY MOUNTAIN RECYC	Recycle Collection Operations	585810 431550	Recycling Processing Fees	9,152.76	243,234	NP-179836	Recycling Fees
TOTAL:					<u>264,655.12</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid December 31, 2024**

<b>VENDOR</b>	<b>VENDOR NAME</b>	<b>DEPARTMENT</b>	<b>ACCOUNT</b>	<b>ACCOUNT DESC</b>	<b>AMOUNT</b>	<b>CHECK NO</b>	<b>INVOICE</b>	<b>DESCRIPTION</b>	
1,164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,207.50	243,258	6268862-00	Photo cells, ridge pins, locks, transformer	
11,636	BLACK FOREST PAVING	Streets	454410 473500	Road Reconstruction	39,508.89	243,262	4 & 5	2024 300 S Reconstruction Project (apps 4&5)	
13,858	DESERT EDGE HEATING	Streets	454410 473100	Improv Other Than Bldgs	6,900.00	243,273	i11055	Ductless split system install	
9,982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,554.80	243,274	76544	Tree Trimming	
2,329	GORDON'S COPYPRINT	Legislative	104110 422000	Public Notices	1,409.00	243,280	50186	Bountiful City Newsletter	
2,334	GRAINGER, INC	Light & Power	535300 424002	Office & Warehouse	1,203.08	243,281	9353820856	Building water pump	
2,510	HOLLAND EQUIPMENT CO	Streets	104410 425000	Equip Supplies & Maint	2,380.00	243,284	34963	Misc. Parts/ Supplies	
2,719	JMR CONSTRUCTION INC	Golf Course	555500 473100	Improv Other Than Bldgs	16,697.20	243,288	12/20/2024	concrete/pavement work at Golf Course	
5,553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,434.72	243,315	280097186	Tires and Service - Acct # 2801867	
15,056	RDO EQUIPMENT CO.	Landfill Operations	585820 425000	Equip Supplies & Maint	1,481.52	243,318	W04394R2	Excavator parts and service - Acct # 61110002	
3,886	SESAC, INC.	Legislative	104110 461000	Miscellaneous Expense	1,217.00	243,320	12/31/2024	Acct# 308754 - Music License renewal	
13,267	SLATE ROCK FR LLC	Light & Power	535300 445202	Uniforms	4,431.07	243,323	83850	FR Pants & Shirts	
4,051	STATE OF UTAH	Light & Power	535300 448613	Power Plant Operating Costs	7,658.75	243,326	7015	Re: N101200008 - Air Quality Change	
4,229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	22,462.87	243,327	0391988	Acct# 000275 Fuel	
4,341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Accrual	1,271,182.36	243,329	12232024	November 2024 payment for Power Resource	
					<b>TOTAL:</b>	<b><u>1,390,728.76</u></b>			



# City Council Staff Report

**Subject:** November 2024 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** January 14, 2024



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## **Background**

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

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2025 through November as compared to the past three fiscal year periods through that same timeframe.

The FY2025 budget portion of these reports is the originally adopted FY2025 budget approved by the City Council in June of 2024.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

Financial information to aid in legislative and operational decision making.

## **Recommendation**

Council is encouraged to review the attached revenue, expense, and budget reports.

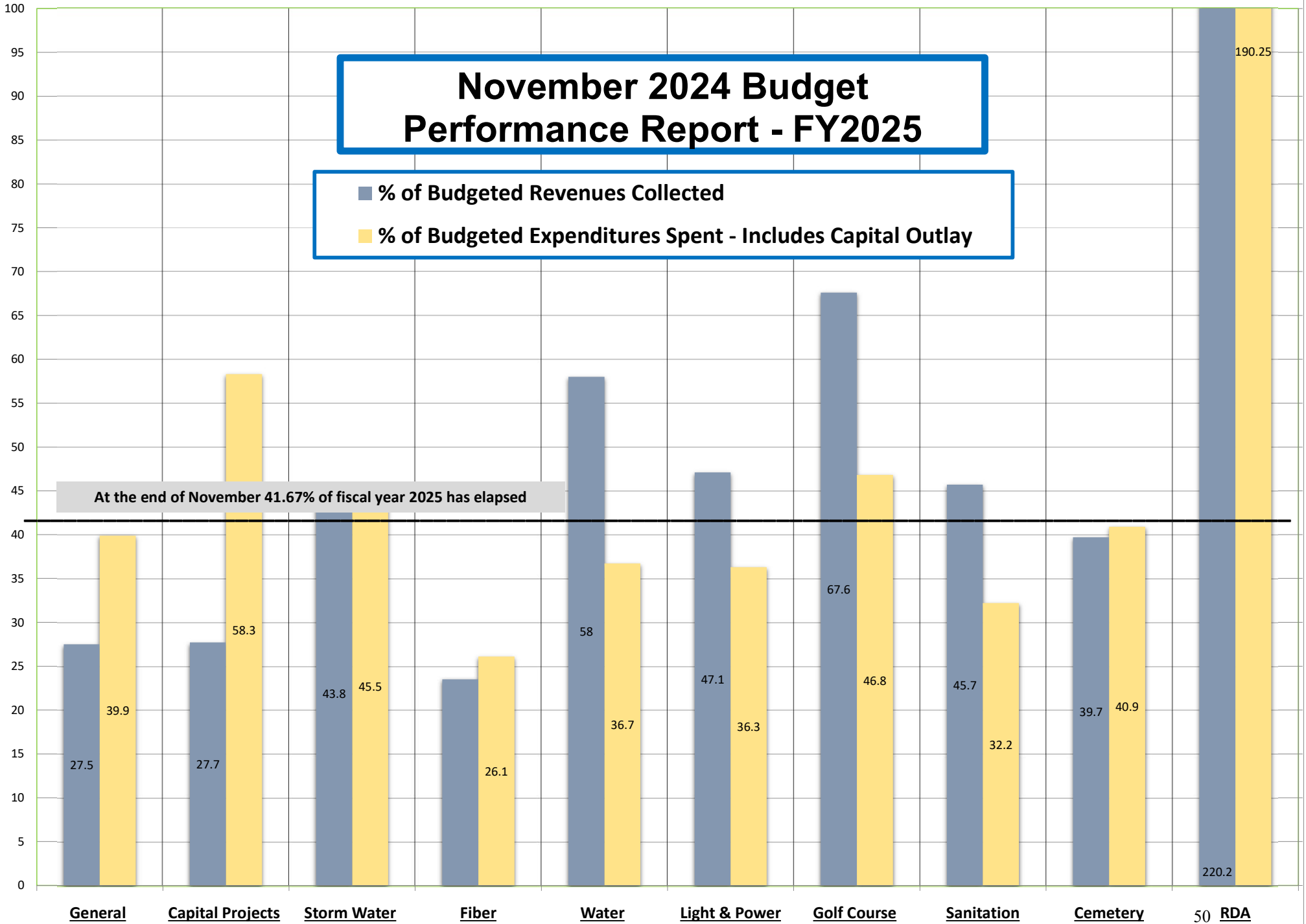
## **Attachments**

- November 2024 Revenue & Expense Reports – Fiscal 2025 YTD

# November 2024 Budget Performance Report - FY2025

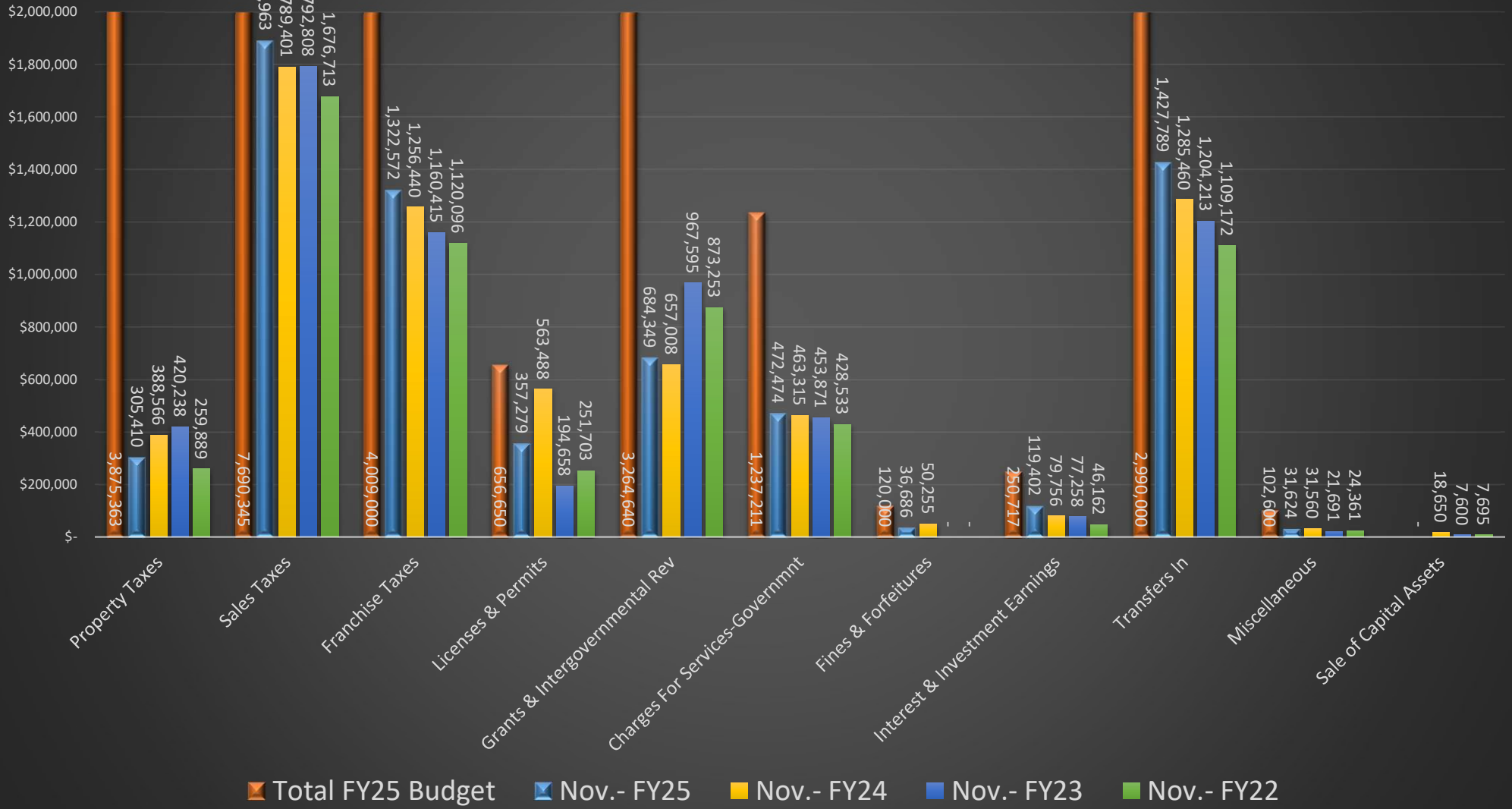
■ % of Budgeted Revenues Collected  
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of November 41.67% of fiscal year 2025 has elapsed

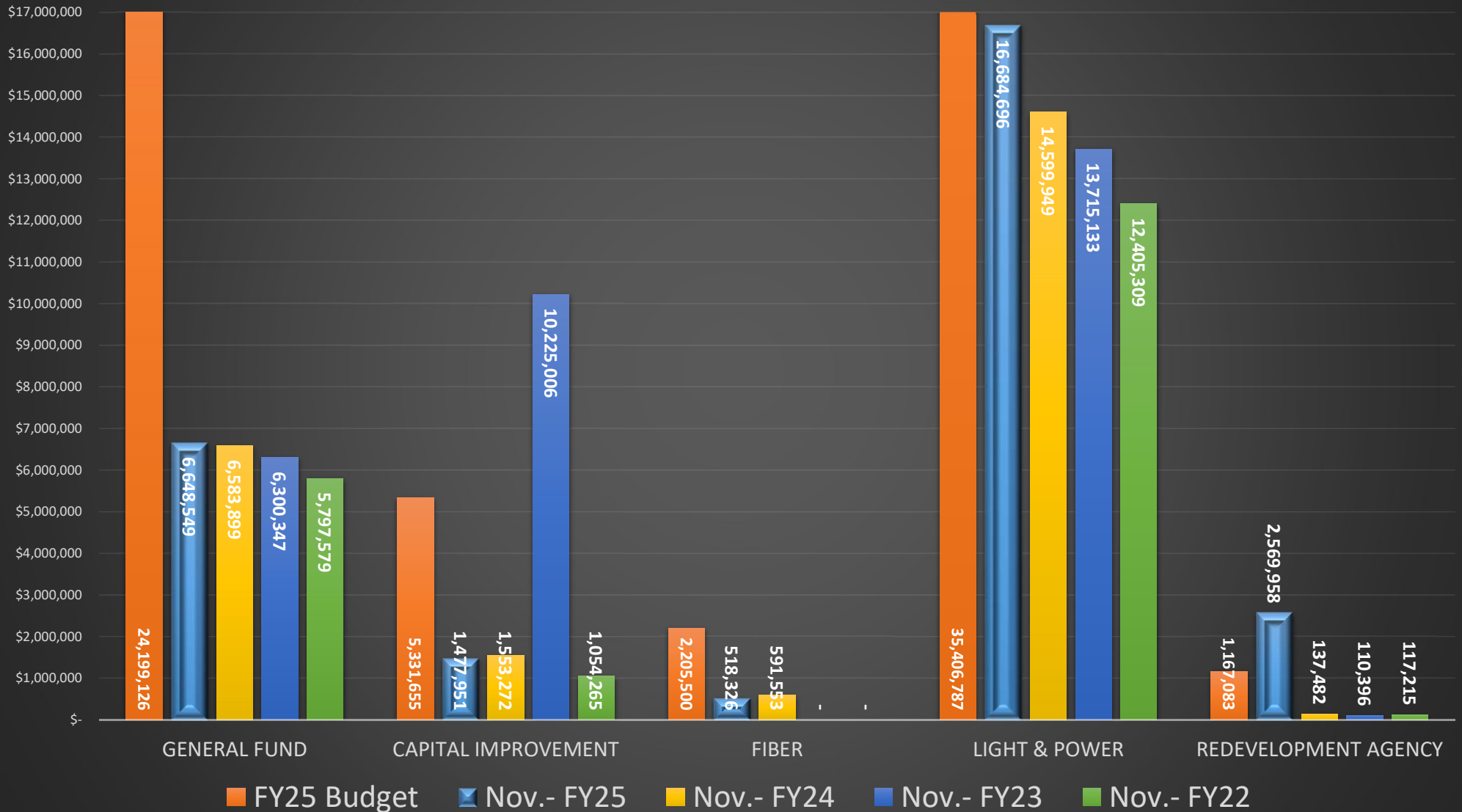


## General Fund Detailed Revenues - November 2024

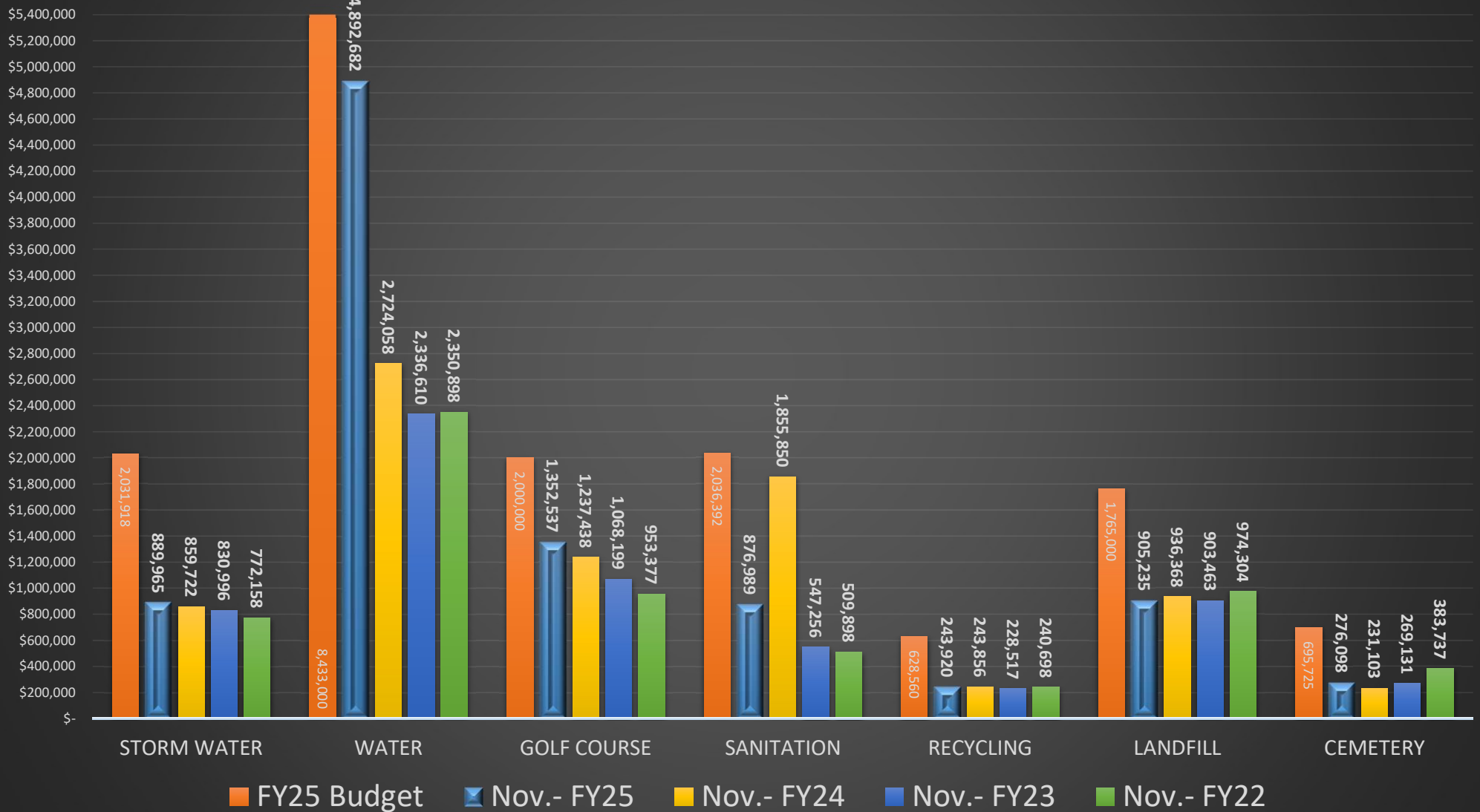
### YTD Revenues (Fiscal Year 2025) Compared to Budget and also the Revenues of the Same Timeframe of the Past Three Fiscal Years



## November 2024 YTD Revenues (Fiscal 2025) Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years

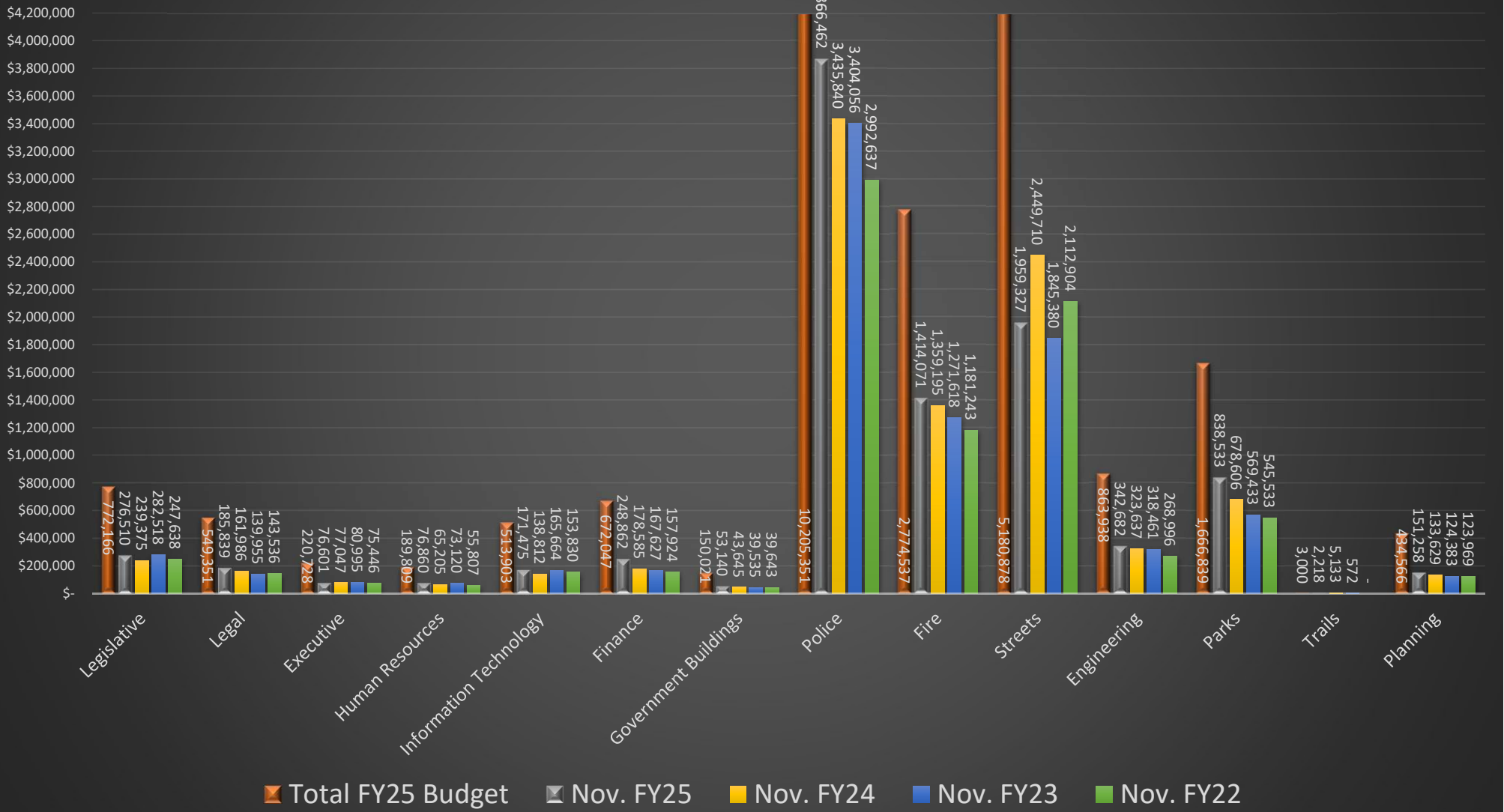


## November 2024 (Fiscal 2025) YTD Revenues Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years

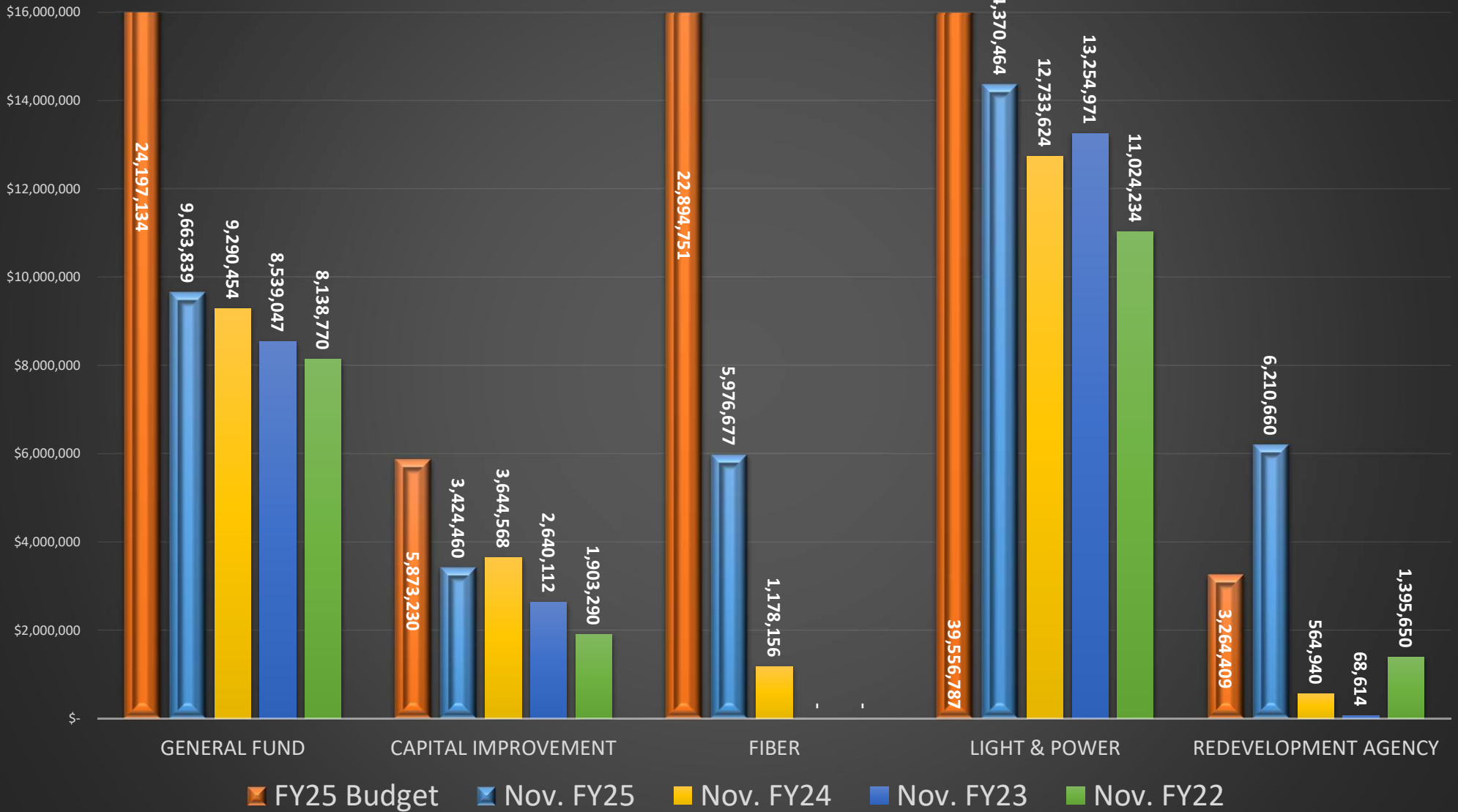


## General Fund Detailed Expenditures - November 2024

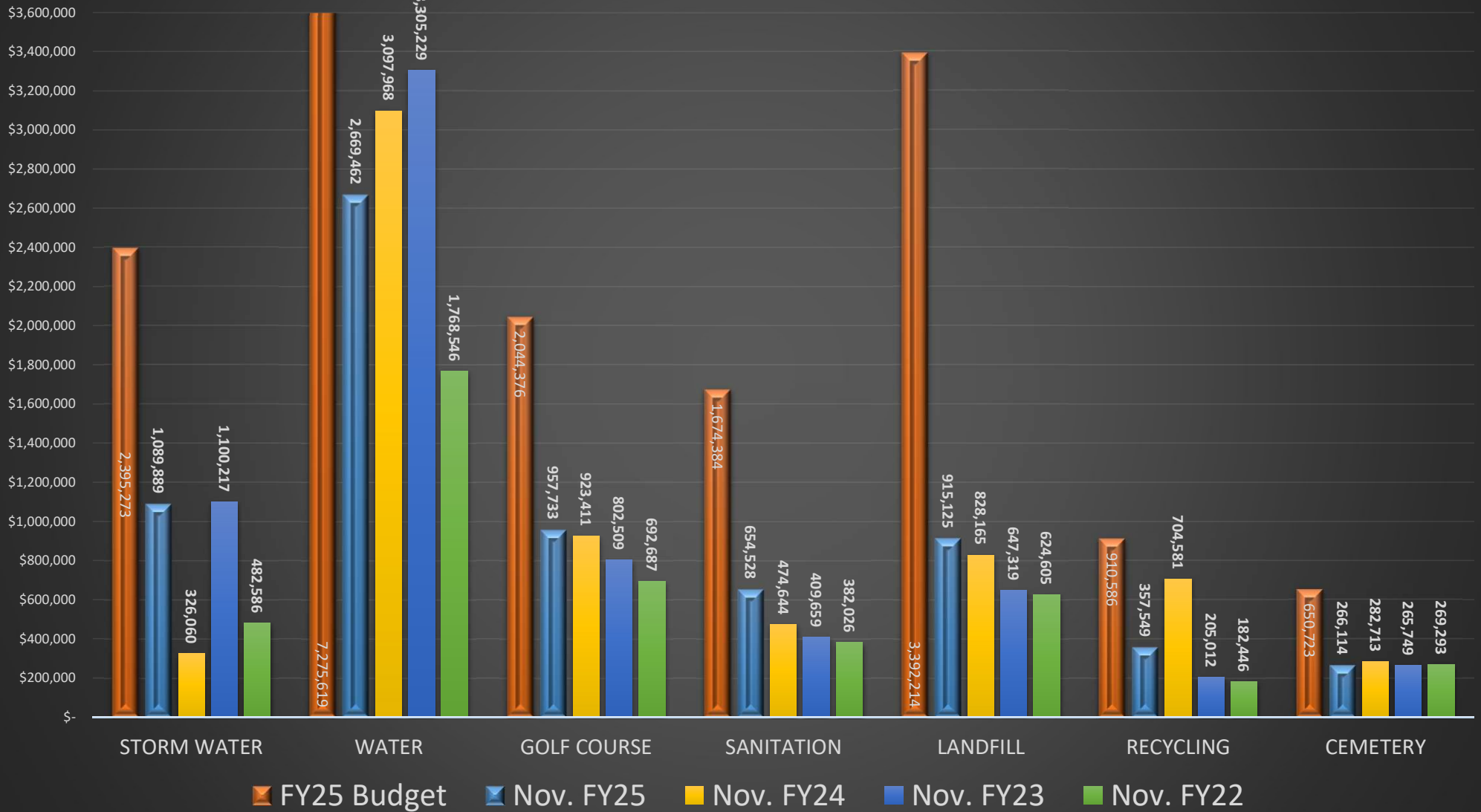
### Fiscal 2025 YTD Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## November 2024 YTD (Fiscal 2025) Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## November 2024 YTD (Fiscal 2025) Expenses Compared Budget and also the Expenses of the Same Timeframe of the Past Three Fiscal Years





NOVEMBER 2024 - FY2025 REVENUE & EXPENSE

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
<b>10 GENERAL FUND</b>							
1010 Property Taxes	-3,875,363	-3,875,363	-305,410.46	-106,110.54	.00	-3,569,952.54	7.9%
1020 Sales Taxes	-7,690,345	-7,690,345	-1,890,962.57	-664,905.14	.00	-5,799,382.43	24.6%
1030 Franchise Taxes	-4,009,000	-4,009,000	-1,322,572.15	-303,476.82	.00	-2,686,427.85	33.0%
1040 Property Tax Increment	-2,600	-2,600	.00	.00	.00	-2,600.00	.0%
2000 Licenses & Permits	-656,650	-656,650	-357,279.04	-42,218.02	.00	-299,370.96	54.4%
3000 Grants & Intergovernmental Re	-3,264,640	-3,264,640	-684,348.90	-97,487.19	.00	-2,580,291.10	21.0%
3100 Fines & Forfeitures	-120,000	-120,000	-36,685.96	4,605.68	.00	-83,314.04	30.6%
4000 Charges For Services-Governmn	-1,237,211	-1,237,211	-472,474.26	-29,865.82	.00	-764,736.74	38.2%
4110 Legislative Expenditures	772,166	772,166	276,509.57	30,585.64	.00	495,656.43	35.8%
4120 Legal Expenditures	549,351	549,351	185,838.90	52,666.11	.00	363,512.10	33.8%
4130 Executive Expenditures	220,728	220,728	76,601.43	25,194.26	.00	144,126.57	34.7%
4134 Human Resources Expenditures	189,809	189,809	76,860.09	21,451.57	.00	112,948.91	40.5%
4136 Information Technology Expend	513,903	513,903	171,474.60	51,905.40	.00	342,428.40	33.4%
4140 Finance Expenditures	672,047	672,047	248,862.23	78,623.12	.00	423,184.77	37.0%
4160 Government Buildings Expendit	150,021	150,021	53,139.64	11,901.81	.00	96,881.36	35.4%
4210 Police Expenditures	7,661,433	7,661,433	2,931,015.40	766,122.07	.00	4,730,417.60	38.3%
4215 Reserve Officers Expenditures	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards Expenditures	163,386	163,386	67,463.25	25,859.63	.00	95,922.75	41.3%
4217 School Resource Officer Expen	508,324	508,324	152,863.25	45,399.47	.00	355,460.75	30.1%
4218 Liquor Control Expenditures	44,001	44,001	12,575.12	2,748.09	.00	31,425.88	28.6%
4219 PSAP - E911 Expenditures	1,818,207	1,818,207	702,545.06	211,231.75	.00	1,115,661.94	38.6%
4220 Fire/EMS Expenditures	2,774,537	2,774,537	1,414,071.00	.00	.00	1,360,466.00	51.0%
4410 Streets Expenditures	5,180,878	5,180,878	1,959,327.49	353,635.59	.00	3,221,550.51	37.8%
4450 Engineering Expenditures	863,938	863,938	342,682.26	87,192.59	.00	521,255.74	39.7%
4510 Parks Expenditures	1,666,839	1,666,839	838,533.20	189,088.51	.00	828,305.80	50.3%
4550 Trails Expenditures	3,000	3,000	2,218.24	558.74	.00	781.76	73.9%
4610 Planning Expenditures	434,566	434,566	151,258.20	40,961.61	.00	283,307.80	34.8%
6000 Miscellaneous	-102,600	-102,600	-31,623.74	-3,080.05	.00	-70,976.26	30.8%
6010 Interest & Investment Earning	-250,717	-250,717	-119,402.32	-15,628.53	.00	-131,314.68	47.6%
8010 Transfers In	-2,990,000	-2,990,000	-1,427,789.28	-232,331.61	.00	-1,562,210.72	47.8%
TOTAL GENERAL FUND	-1,992	-1,992	3,015,290.25	504,627.92	.00	-3,017,282.25*****%	
TOTAL REVENUES	-24,199,126	-24,199,126	-6,648,548.68	-1,490,498.04	.00	-17,550,577.32	
TOTAL EXPENSES	24,197,134	24,197,134	9,663,838.93	1,995,125.96	.00	14,533,295.07	

**30 DEBT SERVICE**

1010 Property Taxes	-541,950	-541,950	-41,755.87	-14,477.39	.00	-500,194.13	7.7%
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**NOVEMBER 2024 - FY2025 REVENUE & EXPENSE**

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
4710 Debt Sevice	559,596	559,596	158,251.53	147.89	.00	401,344.47	28.3%
6010 Interest & Investment Earning	-600	-600	-521.88	-194.78	.00	-78.12	87.0%
<b>TOTAL DEBT SERVICE</b>	<b>17,046</b>	<b>17,046</b>	<b>115,973.78</b>	<b>-14,524.28</b>	<b>.00</b>	<b>-98,927.78</b>	<b>680.4%</b>
TOTAL REVENUES	-542,550	-542,550	-42,277.75	-14,672.17	.00	-500,272.25	
TOTAL EXPENSES	559,596	559,596	158,251.53	147.89	.00	401,344.47	

**45 CAPITAL IMPROVEMENT**

1020 Sales Taxes	-3,629,655	-3,629,655	-889,399.52	-313,382.46	.00	-2,740,255.48	24.5%
3000 Grants & Intergovernmental Re	-125,000	-125,000	.00	.00	.00	-125,000.00	.0%
4110 Legislative Expenditures	2,290,000	2,290,000	2,000,000.00	.00	.00	290,000.00	87.3%
4136 Information Technology Expend	0	0	6,558.88	.00	.00	-6,558.88	100.0%
4140 Finance Expenditures	0	0	4,644.27	1,399.17	.00	-4,644.27	100.0%
4210 Police Expenditures	792,230	792,230	464,046.51	227,878.43	.00	328,183.49	58.6%
4410 Streets Expenditures	2,176,000	2,176,000	823,049.54	142,495.86	.00	1,352,950.46	37.8%
4510 Parks Expenditures	70,000	70,000	67,849.00	.00	.00	2,151.00	96.9%
4550 Trails Expenditures	545,000	545,000	58,312.27	2,100.00	.00	486,687.73	10.7%
6000 Miscellaneous	0	0	-11,141.85	.00	.00	11,141.85	100.0%
6010 Interest & Investment Earning	-922,000	-922,000	-559,683.60	-118,169.92	.00	-362,316.40	60.7%
6020 Sale of Capital Assets	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
8000 Contributions	-5,000	-5,000	-17,725.55	-5,425.55	.00	12,725.55	354.5%
8010 Transfers In	-600,000	-600,000	.00	.00	.00	-600,000.00	.0%
<b>TOTAL CAPITAL IMPROVEMENT</b>	<b>541,575</b>	<b>541,575</b>	<b>1,946,509.95</b>	<b>-63,104.47</b>	<b>.00</b>	<b>-1,404,934.95</b>	<b>359.4%</b>
TOTAL REVENUES	-5,331,655	-5,331,655	-1,477,950.52	-436,977.93	.00	-3,853,704.48	
TOTAL EXPENSES	5,873,230	5,873,230	3,424,460.47	373,873.46	.00	2,448,769.53	

**49 STORM WATER**

4900 Storm Water Expenses	2,395,273	2,395,273	1,089,889.36	73,216.39	.00	1,305,383.64	45.5%
6000 Miscellaneous	-5,800	-5,800	-2,396.00	-599.00	.00	-3,404.00	41.3%
6010 Interest & Investment Earning	-15,000	-15,000	-73,308.37	-10,794.19	.00	58,308.37	488.7%
7000 Charge For Services-Proprieta	-2,011,118	-2,011,118	-810,960.95	-171,464.76	.00	-1,200,157.05	40.3%
8020 Impact Fees	0	0	-3,300.00	.00	.00	3,300.00	100.0%
<b>TOTAL STORM WATER</b>	<b>363,355</b>	<b>363,355</b>	<b>199,924.04</b>	<b>-109,641.56</b>	<b>.00</b>	<b>163,430.96</b>	<b>55.0%</b>
TOTAL REVENUES	-2,031,918	-2,031,918	-889,965.32	-182,857.95	.00	-1,141,952.68	
TOTAL EXPENSES	2,395,273	2,395,273	1,089,889.36	73,216.39	.00	1,305,383.64	

**50 FIBER**

**NOVEMBER 2024 - FY2025 REVENUE & EXPENSE**

FOR 2025 05

50 FIBER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5000 Fiber Expenses	22,894,751	22,894,751	5,976,676.94	1,168,094.63	.00	16,918,074.06	26.1%
6010 Interest & Investment Earning	-1,800,000	-1,800,000	-452,112.38	-101,635.09	.00	-1,347,887.62	25.1%
7000 Charge For Services-Proprieta	-405,500	-405,500	-66,214.10	-15,071.60	.00	-339,285.90	16.3%
<b>TOTAL FIBER</b>	<b>20,689,251</b>	<b>20,689,251</b>	<b>5,458,350.46</b>	<b>1,051,387.94</b>	<b>.00</b>	<b>15,230,900.54</b>	<b>26.4%</b>
TOTAL REVENUES	-2,205,500	-2,205,500	-518,326.48	-116,706.69	.00	-1,687,173.52	
TOTAL EXPENSES	22,894,751	22,894,751	5,976,676.94	1,168,094.63	.00	16,918,074.06	

**51 WATER**

5100 Water Expenses	7,275,619	7,275,619	2,669,462.38	433,253.30	.00	4,606,156.62	36.7%
6000 Miscellaneous	-2,000	-2,000	-572.28	-352.55	.00	-1,427.72	28.6%
6010 Interest & Investment Earning	-60,000	-60,000	-92,688.44	-13,740.71	.00	32,688.44	154.5%
6020 Sale of Capital Assets	-20,000	-20,000	.00	.00	.00	-20,000.00	.0%
7000 Charge For Services-Proprieta	-6,201,000	-6,201,000	-2,757,008.09	-457,035.82	.00	-3,443,991.91	44.5%
7010 Connection & Servicing	-40,000	-40,000	-9,902.46	-2,383.90	.00	-30,097.54	24.8%
8010 Transfers In	-2,000,000	-2,000,000	-2,000,000.00	.00	.00	.00	100.0%
8020 Impact Fees	-60,000	-60,000	-23,214.00	.00	.00	-36,786.00	38.7%
8030 Capital Contributions/Donatio	-50,000	-50,000	-9,297.00	.00	.00	-40,703.00	18.6%
<b>TOTAL WATER</b>	<b>-1,157,381</b>	<b>-1,157,381</b>	<b>-2,223,219.89</b>	<b>-40,259.68</b>	<b>.00</b>	<b>1,065,838.89</b>	<b>192.1%</b>
TOTAL REVENUES	-8,433,000	-8,433,000	-4,892,682.27	-473,512.98	.00	-3,540,317.73	
TOTAL EXPENSES	7,275,619	7,275,619	2,669,462.38	433,253.30	.00	4,606,156.62	

**53 LIGHT & POWER**

5300 Light & Power Expenses	39,556,787	39,556,787	14,370,463.74	3,438,823.01	.00	25,186,323.26	36.3%
6000 Miscellaneous	-122,000	-122,000	-94,623.07	-24,939.67	.00	-27,376.93	77.6%
6010 Interest & Investment Earning	-559,005	-559,005	-399,639.01	-61,659.02	.00	-159,365.99	71.5%
6020 Sale of Capital Assets	-15,000	-15,000	.00	.00	.00	-15,000.00	.0%
7000 Charge For Services-Proprieta	-33,977,804	-33,977,804	-15,824,564.38	-2,616,334.28	.00	-18,153,239.62	46.6%
7010 Connection & Servicing	-100,000	-100,000	-38,072.47	-7,436.10	.00	-61,927.53	38.1%
7030 Equipment & Facility Rents	-82,978	-82,978	-21,898.00	.00	.00	-61,080.00	26.4%
8030 Capital Contributions/Donatio	-550,000	-550,000	-305,898.76	-140,505.76	.00	-244,101.24	55.6%
<b>TOTAL LIGHT &amp; POWER</b>	<b>4,150,000</b>	<b>4,150,000</b>	<b>-2,314,231.95</b>	<b>587,948.18</b>	<b>.00</b>	<b>6,464,231.95</b>	<b>-55.8%</b>
TOTAL REVENUES	-35,406,787	-35,406,787	-16,684,695.69	-2,850,874.83	.00	-18,722,091.31	
TOTAL EXPENSES	39,556,787	39,556,787	14,370,463.74	3,438,823.01	.00	25,186,323.26	

**55 GOLF COURSE**

**NOVEMBER 2024 - FY2025 REVENUE & EXPENSE**

FOR 2025 05

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
5500	Golf Course Expenses	2,044,376	2,044,376	957,732.79	253,693.10	.00	1,086,643.21	46.8%
6000	Miscellaneous	-3,000	-3,000	-3,994.95	-236.32	.00	994.95	133.2%
6010	Interest & Investment Earning	-8,000	-8,000	-21,435.07	-2,914.94	.00	13,435.07	267.9%
7020	Admission & Lesson Fees	-1,136,000	-1,136,000	-738,160.16	-9,885.30	.00	-397,839.84	65.0%
7030	Equipment & Facility Rents	-555,000	-555,000	-366,734.61	-4,181.31	.00	-188,265.39	66.1%
7040	Concession & Merchandise Sale	-298,000	-298,000	-222,212.59	-18,705.96	.00	-75,787.41	74.6%
	<b>TOTAL GOLF COURSE</b>	<b>44,376</b>	<b>44,376</b>	<b>-394,804.59</b>	<b>217,769.27</b>	<b>.00</b>	<b>439,180.59</b>	<b>-889.7%</b>
	TOTAL REVENUES	-2,000,000	-2,000,000	-1,352,537.38	-35,923.83	.00	-647,462.62	
	TOTAL EXPENSES	2,044,376	2,044,376	957,732.79	253,693.10	.00	1,086,643.21	
<b>57 LANDFILL</b>								
6010	Interest & Investment Earning	-288,758	-288,758	.00	.00	.00	-288,758.00	.0%
	<b>TOTAL LANDFILL</b>	<b>-288,758</b>	<b>-288,758</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-288,758.00</b>	<b>.0%</b>
	TOTAL REVENUES	-288,758	-288,758	.00	.00	.00	-288,758.00	
<b>58 SANITATION</b>								
5800	Refuse Collection OperationsE	1,674,384	1,674,384	654,527.54	105,149.15	.00	1,019,856.46	39.1%
5810	Recycle CollectionOperationsE	910,586	910,586	357,549.39	35,921.26	.00	553,036.61	39.3%
5820	Landfill Operations Expenses	3,392,214	3,392,214	915,124.82	162,278.64	.00	2,477,089.18	27.0%
6002	Miscellaneous - Landfill	-30,000	-30,000	-14,830.93	-2,642.22	.00	-15,169.07	49.4%
6010	Interest & Investment Earning	-8,000	-8,000	-119,849.57	-18,659.20	.00	111,849.57	1498.1%
6012	Interest Earnings - Landfill	0	0	-80,748.82	-14,915.02	.00	80,748.82	100.0%
7000	Charge For Services-Proprieta	-2,028,392	-2,028,392	-757,139.06	-162,963.00	.00	-1,271,252.94	37.3%
7001	Charge For Services - Recycle	-628,560	-628,560	-243,920.19	-52,483.15	.00	-384,639.81	38.8%
7002	Charge For Services - Landfil	-1,735,000	-1,735,000	-809,655.45	-129,069.78	.00	-925,344.55	46.7%
	<b>TOTAL SANITATION</b>	<b>1,547,232</b>	<b>1,547,232</b>	<b>-98,942.27</b>	<b>-77,383.32</b>	<b>.00</b>	<b>1,646,174.27</b>	<b>-6.4%</b>
	TOTAL REVENUES	-4,429,952	-4,429,952	-2,026,144.02	-380,732.37	.00	-2,403,807.98	
	TOTAL EXPENSES	5,977,184	5,977,184	1,927,201.75	303,349.05	.00	4,049,982.25	
<b>59 CEMETERY</b>								
5900	Cemetery Expenses	650,723	650,723	266,113.66	92,757.14	.00	384,609.34	40.9%
6010	Interest & Investment Earning	-11,000	-11,000	-15,842.89	-2,338.75	.00	4,842.89	144.0%

NOVEMBER 2024 - FY2025 REVENUE & EXPENSE

FOR 2025 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
7000 Charge For Services-Proprieta	-576,100	-576,100	-222,980.00	-35,200.00	.00	-353,120.00	38.7%
7050 Cemetery Burial Plot Sales	-108,625	-108,625	-37,275.00	-4,075.00	.00	-71,350.00	34.3%
TOTAL CEMETERY	-45,002	-45,002	-9,984.23	51,143.39	.00	-35,017.77	22.2%
TOTAL REVENUES	-695,725	-695,725	-276,097.89	-41,613.75	.00	-419,627.11	
TOTAL EXPENSES	650,723	650,723	266,113.66	92,757.14	.00	384,609.34	

61 COMPUTER MAINTENANCE

4000 Charges For Services-Governmn	-205,000	-205,000	.00	.00	.00	-205,000.00	.0%
6000 Miscellaneous	0	0	-990.00	.00	.00	990.00	100.0%
6010 Interest & Investment Earning	-1,500	-1,500	312.43	171.93	.00	-1,812.43	-20.8%
6100 Computer Maintenance	203,350	203,350	75,476.39	37,024.40	.00	127,873.61	37.1%
TOTAL COMPUTER MAINTENANCE	-3,150	-3,150	74,798.82	37,196.33	.00	-77,948.82	-2374.6%
TOTAL REVENUES	-206,500	-206,500	-677.57	171.93	.00	-205,822.43	
TOTAL EXPENSES	203,350	203,350	75,476.39	37,024.40	.00	127,873.61	

63 LIABILITY INSURANCE

6010 Interest & Investment Earning	-32,550	-32,550	-14,882.90	-2,211.63	.00	-17,667.10	45.7%
6300 Liability Insurance	1,054,165	1,054,165	144,821.56	23,385.45	.00	909,343.44	13.7%
7000 Charge For Services-Proprieta	-656,561	-656,561	.00	.00	.00	-656,561.00	.0%
TOTAL LIABILITY INSURANCE	365,054	365,054	129,938.66	21,173.82	.00	235,115.34	35.6%
TOTAL REVENUES	-689,111	-689,111	-14,882.90	-2,211.63	.00	-674,228.10	
TOTAL EXPENSES	1,054,165	1,054,165	144,821.56	23,385.45	.00	909,343.44	

64 WORKERS' COMP INSURANCE

6010 Interest & Investment Earning	-22,500	-22,500	-15,304.14	-2,368.30	.00	-7,195.86	68.0%
6400 workers' Comp Insurance	514,814	514,814	111,148.75	51,694.51	.00	403,665.25	21.6%
7000 Charge For Services-Proprieta	-368,522	-368,522	-147,313.12	-41,452.61	.00	-221,208.88	40.0%
TOTAL WORKERS' COMP INSURANCE	123,792	123,792	-51,468.51	7,873.60	.00	175,260.51	-41.6%
TOTAL REVENUES	-391,022	-391,022	-162,617.26	-43,820.91	.00	-228,404.74	
TOTAL EXPENSES	514,814	514,814	111,148.75	51,694.51	.00	403,665.25	

72 RDA REVOLVING LOAN FUND

**NOVEMBER 2024 - FY2025 REVENUE & EXPENSE**

FOR 2025 05

72	RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
6000	Miscellaneous	-149,713	-149,713	-84,594.37	-9,420.89	.00	-65,118.63	56.5%
6010	Interest & Investment Earning	-149,423	-149,423	-35,802.07	-7,682.40	.00	-113,620.93	24.0%
7200	RDA Revolving Loans Expenditu	1,500,480	1,500,480	3,740,073.37	15.12	.00	-2,239,593.37	249.3%
	<b>TOTAL RDA REVOLVING LOAN FUND</b>	<b>1,201,344</b>	<b>1,201,344</b>	<b>3,619,676.93</b>	<b>-17,088.17</b>	<b>.00</b>	<b>-2,418,332.93</b>	<b>301.3%</b>
	TOTAL REVENUES	-299,136	-299,136	-120,396.44	-17,103.29	.00	-178,739.56	
	TOTAL EXPENSES	1,500,480	1,500,480	3,740,073.37	15.12	.00	-2,239,593.37	

**73 REDEVELOPMENT AGENCY**

1010	Property Taxes	-79,000	-79,000	.00	.00	.00	-79,000.00	.0%
1040	Property Tax Increment	-764,947	-764,947	.00	.00	.00	-764,947.00	.0%
4000	Charges For Services-Governmn	0	0	-24,000.00	-6,000.00	.00	24,000.00	100.0%
6010	Interest & Investment Earning	-24,000	-24,000	-25,561.73	-3,886.49	.00	1,561.73	106.5%
7300	Redevelopment Agency Expendit	1,763,929	1,763,929	2,470,586.32	28,274.77	.00	-706,657.32	140.1%
8010	Transfers In	0	0	-2,400,000.00	.00	.00	2,400,000.00	100.0%
	<b>TOTAL REDEVELOPMENT AGENCY</b>	<b>895,982</b>	<b>895,982</b>	<b>21,024.59</b>	<b>18,388.28</b>	<b>.00</b>	<b>874,957.41</b>	<b>2.3%</b>
	TOTAL REVENUES	-867,947	-867,947	-2,449,561.73	-9,886.49	.00	1,581,614.73	
	TOTAL EXPENSES	1,763,929	1,763,929	2,470,586.32	28,274.77	.00	-706,657.32	

**74 CEMETERY PERPETUAL CARE**

6010	Interest & Investment Earning	-72,000	-72,000	-41,853.56	-6,452.27	.00	-30,146.44	58.1%
7050	Cemetery Burial Plot Sales	-43,000	-43,000	-22,675.00	-2,625.00	.00	-20,325.00	52.7%
7400	Cemetery Perpetual Care Expen	451	451	318.57	131.73	.00	132.43	70.6%
	<b>TOTAL CEMETERY PERPETUAL CARE</b>	<b>-114,549</b>	<b>-114,549</b>	<b>-64,209.99</b>	<b>-8,945.54</b>	<b>.00</b>	<b>-50,339.01</b>	<b>56.1%</b>
	TOTAL REVENUES	-115,000	-115,000	-64,528.56	-9,077.27	.00	-50,471.44	
	TOTAL EXPENSES	451	451	318.57	131.73	.00	132.43	

**78 LANDFILL CLOSURE**

6010	Interest & Investment Earning	-45,600	-45,600	-21,584.13	-3,986.78	.00	-24,015.87	47.3%
	<b>TOTAL LANDFILL CLOSURE</b>	<b>-45,600</b>	<b>-45,600</b>	<b>-21,584.13</b>	<b>-3,986.78</b>	<b>.00</b>	<b>-24,015.87</b>	<b>47.3%</b>
	TOTAL REVENUES	-45,600	-45,600	-21,584.13	-3,986.78	.00	-24,015.87	

**83 RAP TAX**

**NOVEMBER 2024 - FY2025 REVENUE & EXPENSE**

FOR 2025 05

83	RAP TAX	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
1050	RAP Taxes	-750,000	-750,000	-199,681.19	-71,071.41	.00	-550,318.81	26.6%
6010	Interest & Investment Earning	-8,000	-8,000	-4,244.29	-924.19	.00	-3,755.71	53.1%
8300	RAP Tax Expenditures	928,800	928,800	83,239.63	722.76	.00	845,560.37	9.0%
	<b>TOTAL RAP TAX</b>	<b>170,800</b>	<b>170,800</b>	<b>-120,685.85</b>	<b>-71,272.84</b>	<b>.00</b>	<b>291,485.85</b>	<b>-70.7%</b>
	<b>TOTAL REVENUES</b>	<b>-758,000</b>	<b>-758,000</b>	<b>-203,925.48</b>	<b>-71,995.60</b>	<b>.00</b>	<b>-554,074.52</b>	
	<b>TOTAL EXPENSES</b>	<b>928,800</b>	<b>928,800</b>	<b>83,239.63</b>	<b>722.76</b>	<b>.00</b>	<b>845,560.37</b>	
<b>99 INVESTMENT</b>								
6010	Interest & Investment Earning	0	0	-615,897.48	-44,420.72	.00	615,897.48	100.0%
	<b>TOTAL INVESTMENT</b>	<b>0</b>	<b>0</b>	<b>-615,897.48</b>	<b>-44,420.72</b>	<b>.00</b>	<b>615,897.48</b>	<b>100.0%</b>
	<b>TOTAL REVENUES</b>	<b>0</b>	<b>0</b>	<b>-615,897.48</b>	<b>-44,420.72</b>	<b>.00</b>	<b>615,897.48</b>	
	<b>GRAND TOTAL</b>	<b>28,453,375</b>	<b>28,453,375</b>	<b>8,666,458.59</b>	<b>2,046,881.37</b>	<b>.00</b>	<b>19,786,916.41</b>	<b>30.5%</b>

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





# City Council Staff Report



**Subject:** Liquor License – Annie’s Café  
74 West 500 South  
**Author:** Sam Harris, Business License Coordinator  
Francisco Astorga, Business License Supervisor  
**Date:** January 14, 2025

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## Background

Andrea Bennett, the owner of Annie’s Café located at 74 West 500 South, requests a Liquor License to sell liquor inside their restaurant, located in the Downtown (DN) Zone. A Liquor License, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell liquor (including beer and wine) as permitted in the State license. Annie’s Café has had an active business license since 2020 with the City. This applicant has not requested a Liquor License before the current application.

## Analysis

The applicant and the proposed premise meet the required qualifications included in Bountiful City Municipal Code § 5-7-103. The applicable departments have reviewed the proposed application and have not found any criminal record or other obstacle that prevents approval of the application.

## Department Review

This Staff Report has been reviewed by the Planning Director, City Attorney, and City Manager.

## Significant Impacts

There are no significant impacts on the community upon potential approval of this application.

## Recommendation

Staff recommends approval of the requested Liquor License for Annie’s Café at 74 West 500 South, Andrea Bennett as the responsible license owner for the Liquor License, based on the following conditions outlined in Municipal Code § 5-7-108. License Conditions:

- a) Licensed premises shall be illuminated at a minimum of 2 candlepower light measured at a level 5 feet above the floor at all times that it is occupied or open for business and no booth, blind or stall shall be maintained unless all tables, chairs and occupants, if any, therein are kept open to full view from the main floor of such licensed premises.
- b) Licensed premises selling beer on draft shall be so situated that the beer-dispensing device is not visible from the area normally occupied by customers or patrons.
- c) All licensed premises shall be subject to inspection by any police officer.
- d) All employees handling and selling liquor must be at least twenty-one years of age.

**Attachments**

1. Drafted Local Consent
2. Submitted Application and Police Department Background Check

DRAFT Local Consent  
Liquor License

January 14, 2025

Utah Department of Alcoholic Beverage Services  
Licensing and Compliance Section  
1625 South 900 West  
Salt Lake City, Utah 84130-0408

To Whom It May Concern:

Bountiful City hereby grants its consent to the issuance of a Liquor License to:

Business Name: Annie's Cafe  
Applicant: Andrea Bennett  
Location Address: 74 West 500 South, Bountiful, UT 84010

On January 14, 2025, the City Council of Bountiful City approved a Liquor License as described in Bountiful City Code § 5-7-109 (f) as found below:

*A Liquor License, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell liquor as permitted in the State license. Issuance of this license by the City for liquor package agencies, restaurants, special uses, public service, and single events is intended to constitute the written consent of the local authority that is required by State law. Club liquor licenses will not be issued by the City, and the City will not give local consent for State club liquor licenses.*

Furthermore, the applicant has met all ordinances and requirements relating to issuance of local business license(s). See attached DABS suggested form.

\_\_\_\_\_  
Authorized Signature  
Kendalyn Harris, Mayor



# BUSINESS LICENSE APPLICATION LIQUOR LICENSE

New Business

Planning and Economic Development • 795 South Main Street • Bountiful, UT  
84010 Phone: (801) 298-6125 • <https://www.bountifulutah.gov>

License #  
SUBM24-245

## BUSINESS INFORMATION

APPLICATION DATE: 07/18/2024 EST. OPENING DATE: 07/18/2024 EXPIRATION DATE: 12/31/2024

NAME: Annies Cafe DBA NAME(if applicable): Annies Cafe

ADDRESS: 74 West 500 South suite # 2 Bountiful UT 84010 PARCEL/TAX NUMBER: \_\_\_\_\_

PHONE #: (385) 327-3737 EMAIL: anybennett1014@gmail.com LICENSE CATEGORY: \_\_\_\_\_

MAILING ADDRESS: 74 West 500 South suite # 2 Bountiful UT 84010

### APPLICANT INFORMATION

Name: Andrea Bennett Title/Position: Co -Owner

Home Address: 1784 S Davis Blvd W Bountiful UT 84010

Phone #: (775) 657-1658 Email: anybennett1014@gmail.com

### OWNER INFORMATION

Name: Andrea Bennett Title/Position: Co -Owner

Home Address: 74 West 500 South suite # 2 Bountiful UT 84010

Phone #: (775) 657-1658 Email: anybennett1014@gmail.com

### CORPORATE/ PARTNERSHIP/ LLC INFORMATION

Corporate Name: Annies Crepes and Cakes

Corporate Officers/Partners/Members: \_\_\_\_\_

Corporate Address: 74 West 500 South suite # 2 UT 84010

### FIRST EMERGENCY CONTACT INFORMATION

Name: Andrea Bennett Title/Position: Co -Owner

Home Address: 1784 S Davis Blvd W Bountiful UT 84010

Phone #: (775) 657-1658 Email: anybennett1014@gmail.com  Emergency Contact Person:

### LICENSE INFORMATION

Business Name Registration Number (EIN): 11601663-0160

State Sales Tax #: 14951406-003-STC Federal Employer ID #: \_\_\_\_\_

State License (DOPL) #: \_\_\_\_\_ License Type: Liquor License Expiration Date: \_\_\_\_\_

## PRE-APPLICATION QUESTIONS

- What type of property will the business be addressed from? Commercial
- Is this for one of the uses listed below: - Street/Tent vendor - Produce stand - Snow cone shack - Single event - Firework sales (indoor & outdoor) - Tree lot No
- Do you intend to have the business sell, manufacture, and/or distribute tobacco products, electronic cigarette products, and/or nicotine products? No
- Do you intend to have the business sell, manufacture, and/or distribute alcohol? Yes
- Select an option below that best describes how alcohol will be sold, manufactured, and/or distributed Both

## BUSINESS LICENSE APPLICATION QUESTIONS

Type of Business: Agriculture

Description of Business Operations (Be Specific):

Annies Cafe is a quaint and beautiful cafe located in the heart of Bountiful. We serve crepes, sandwiches, soups, pastas and more as well as delicious desserts including crepe cake, macarons, pastries, and Taiwanese shaved ice. You can often find Annie herself in the kitchen cooking up delicious meals for our guests. We specialize in tea parties that include unlimited tea and trays of adorable finger foods. We believe we have the existing clientele to accomodate a liquor licence to add mimosas and wine options to our menu.

### OUTDOOR STORAGE

### PARKING INFORMATION

What information would you like made available on the City's website:

Business Name

Business Phone Number

Business Address

Business Website

## APPLICANT'S AGREEMENT

I am aware that this application does not authorize me to conduct business until approved by the Bountiful City Business License Supervisor and a license has been issued. Once issued, no business license shall be transferred from one person to another, nor from one location to another.

I, the undersigned, an authorized agent or representative, do hereby agree to conduct said business strictly in accordance with all Bountiful City codes governing such business, and swear under penalty of law that the information contained herein is true and correct to the best of my knowledge. I understand that to falsify any information on this application is grounds for denial and/or revocation of this license and other penalties as provided by law.

If you are signing this application electronically, you agree that your electronic signature is the legal equivalent of your manual signature. You also agree that no certification or any verification is necessary to validate your e-signature.

SIGNATURE: Andrea Bennett

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

DATE: 12/02/24

**BPD - NO RECORD FOUND**



# City Council Staff Report



**Subject:** Beer License – Dhungelbrother Inc. Gasoline Sales / Convenience Store (Phillips 66) - 2065 South Orchard Dr.  
**Author:** Sam Harris, Business License Coordinator  
Francisco Astorga, Business License Supervisor  
**Date:** January 14, 2025

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## Background

Ganga Dhungel, Owner of Dhungelbrother, Inc. located at 2065 South Orchard Drive, requests a Class “A” retail beer license for their gasoline sales & convenience Store (currently Phillips 66), located in the General Commercial (C-G) sub-zone. A Class “A” retail beer license, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell beer on the licensed premises only in original containers for consumption off the premise in accordance with the Utah Alcoholic Beverage Control Act. Dhungelbrother, Inc. has an active business license. This applicant has not requested a beer license before the current application.

## Analysis

The applicable departments have reviewed the proposed application and have not found any criminal record or other obstacle that prevents approval of the application.

## Department Review

This Staff Report has been reviewed by the Planning Director, City Attorney and the City Manager.

## Significant Impacts

There are no significant impacts on the community upon potential approval of this application.

## Recommendation

Staff recommends approval of the requested Beer License for Dhungelbrother, Inc. gasoline sales / convenience store located at 2065 South Orchard Drive, Ganga Dhungel as the responsible license owner for the Class “A” Retail Beer License, based on the following conditions outlined in Municipal Code § 5-7-108. License Conditions:

1. All licensed premises shall be subject to inspection by any police officer.
2. All employees handling and selling liquor must be at least twenty-one years of age.

## Attachments

1. Drafted Local Consent
2. Submitted Application and Police Department Background Check

DRAFT Local Consent  
Bountiful City Class A Retail Beer License

January 14, 2025

Utah Department of Alcoholic Beverage Services  
Licensing and Compliance Section  
1625 South 900 West  
Salt Lake City, Utah 84130-0408

To Whom It May Concern:

Bountiful City hereby grants its consent to the issuance of a Liquor License to:

Business Name: Dhungelbrother Inc. (Gasoline Sales / Convenience Store)

Applicant: Ganga Dhungel

Location Address: 2065 South Orchard Drive, Bountiful, UT 84010

On January 14, 2025, the City Council of Bountiful City approved a Liquor License as described in Bountiful City Code § 5-7-109 (f) as found below:

*A Class "A" retail beer license entitles the licensee to sell beer on the licensed premises only in original containers for consumption off the premises in accordance with the Alcoholic Beverage Control Act and Ordinances of the City.*

Furthermore, the applicant has met all ordinances and requirements relating to issuance of local business license(s). See attached DABS suggested form.

\_\_\_\_\_  
Authorized Signature  
Kendalyn Harris, Mayor





# BUSINESS LICENSE APPLICATION BEER LICENSE

New Business

Planning and Economic Development • 795 South Main Street • Bountiful, UT  
84010 Phone: (801) 298-6125 • <https://www.bountifulutah.gov>

License #  
SUBMBL24-0381

## BUSINESS INFORMATION

APPLICATION DATE: 11/06/2024 EST. OPENING DATE: 11/06/2024 EXPIRATION DATE: 12/31/2024

NAME: DHUNGELBROTHER INC DBA NAME(if applicable): \_\_\_\_\_

ADDRESS: 2065 orchard drive BOUNTIFUL utah 84010 PARCEL/TAX NUMBER: \_\_\_\_\_

PHONE #: (435) 619-7245 EMAIL: \_\_\_\_\_ LICENSE CATEGORY: \_\_\_\_\_

MAILING ADDRESS: 2065 orchard drive BOUNTIFUL utah 84010

### APPLICANT INFORMATION

Name: Ganga Dhungel Title/Position: \_\_\_\_\_

Home Address: 243 east Hammermill lane Midvale Utah 84123

Phone #: (435) 619-7245 Email: gagan113@yahoo.com

### OWNER INFORMATION

Name: Ganga Dhungel Title/Position: \_\_\_\_\_

Home Address: 2065 orchard drive BOUNTIFUL utah 84010

Phone #: (435) 619-7245 Email: gagan113@yahoo.com

### CORPORATE/ PARTNERSHIP/ LLC INFORMATION

Corporate Name: \_\_\_\_\_

Corporate Officers/Partners/Members: \_\_\_\_\_

Corporate Address: \_\_\_\_\_

### FIRST EMERGENCY CONTACT INFORMATION

Name: Ganga Dhungel Title/Position: \_\_\_\_\_

Home Address: 243 east Hammermill lane Midvale Utah 84123

Phone #: (435) 619-7245 Email: gagan113@yahoo.com  Emergency Contact Person:

### LICENSE INFORMATION

Business Name Registration Number (EIN): 14507819-0142

State Sales Tax #: 16105969-003-STC Federal Employer ID #: \_\_\_\_\_

State License 33- License Beer License Expiration \_\_\_\_\_

(DOPL) #: 1498781 Type: \_\_\_\_\_ Date: \_\_\_\_\_

## PRE-APPLICATION QUESTIONS

- What type of property will the business be addressed from? Commercial
- Is this for one of the uses listed below: - Street/Tent vendor - Produce stand - Snow cone shack - Single event - Firework sales (indoor & outdoor) - Tree lot No
- Do you intend to have the business sell, manufacture, and/or distribute tobacco products, electronic cigarette products, and/or nicotine products?  
Yes

## BUSINESS LICENSE APPLICATION QUESTIONS

Type of Business: Retail/Commercial

Description of Business Operations (Be Specific):

gas station

### OUTDOOR STORAGE

### PARKING INFORMATION

What information would you like made available on the City's website:

Business Name

Business Phone Number

Business Address

Business Website

## APPLICANT'S AGREEMENT

I am aware that this application does not authorize me to conduct business until approved by the Bountiful City Business License Supervisor and a license has been issued. Once issued, no business license shall be transferred from one person to another, nor from one location to another.

I, the undersigned, an authorized agent or representative, do hereby agree to conduct said business strictly in accordance with all Bountiful City codes governing such business, and swear under penalty of law that the information contained herein is true and correct to the best of my knowledge. I understand that to falsify any information on this application is grounds for denial and/or revocation of this license and other penalties as provided by law.

If you are signing this application electronically, you agree that your electronic signature is the legal equivalent of your manual signature. You also agree that no certification or any verification is necessary to validate your e-signature.

SIGNATURE: Ganga Dhungel

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

DATE: 12/02/24

**BPD - NO RECORD FOUND**

# City Council Staff Report

**Subject:** Storm Water Ordinance Revision  
**Author:** Todd Christensen, Assistant City Engineer  
**Department:** Engineering  
**Date:** January 14, 2025



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## **Background**

In 2003, Bountiful City was initially required to obtain a municipal storm water permit from the State of Utah in order to discharge storm water from the city into the creeks (Waters of the State). Bountiful then passed a Storm Water ordinance to address the new requirements. A few revisions have been made since that time, primarily to address changes in the regulations.

In 2024, the Utah Legislature passed House Bill 507, which specifically addresses storm water regulation on construction sites. This bill is an attempt to make storm water permitting, Best Management Practices, and enforcement for construction sites more uniform throughout the different jurisdictions in the state. The Utah Storm Water Advisory Committee has worked closely with state regulators by creating forms, checklists, and guidelines for municipalities to use in updating storm water programs.

## **Analysis**

In order for the City to comply with the new Legislation, the ordinance (Title 6, Chapter 15 Bountiful City Code) needs to be revised, especially as it relates to storm water requirements for construction sites. Additional revisions are proposed to clarify the meaning of the ordinance and to simplify the ordinance where appropriate.

Highlights of the proposed revisions to the ordinance:

- No longer require a professional engineer (PE) stamp on Storm Water Pollution Prevention Plans for construction sites
- Adjust Storm Water Pollution Plan review period for construction sites from 30 days to 14 days as prescribed by State law
- Conform enforcement of storm water regulations on construction sites with the enforcement strategy dictated by the State law
- Adjustments to wording for clarity

## **Department Review**

This Staff Report has been reviewed by the City Engineer and City Attorney.

**Significant Impacts**

No significant impacts are anticipated from the proposed changes.

**Recommendation**

Staff recommends the following action to be taken by the City Council:

- Adopt Ordinance No. 2025-01 amending Chapter 15, Title 6 of the Bountiful City Municipal Code.

**Attachments**

Ordinance 2025-01: showing proposed changes to Chapter 15, Title 6 of the Bountiful City Municipal Code.



# BOUNTIFUL

**RANDY C. LEWIS**  
MAYOR

**CITY COUNCIL**  
KATE BRADSHAW  
BETH CHILD  
RICHARD HIGGINSON  
MATT MURRI  
CECILEE PRICE-HUIISH

**CITY MANAGER**  
GARY HILL

## **Bountiful City Ordinance No. 2025-01**

### **AN ORDINANCE AMENDING CHAPTER 15, TITLE OF THE BOUNTIFUL CITY MUNICIPAL CODE**

**WHEREAS**, Bountiful City manages a storm water sewer system within the Bountiful City limits through its Storm Water Management Ordinance; and

**WHEREAS**, the purpose of the Storm Water Management Ordinance is to protect the health safety and welfare of the City improving, managing and protecting the City’s storm water sewer system and to receive waters into the storm sewer system as required by federal and state law; and

**WHEREAS**, certain federal and/or state requirements change from time to time; and

**WHEREAS**, recent updates to federal and state law have made it necessary to update and amend the City’s Storm Water Management Ordinance; and

**WHEREAS**, the City Council finds it in the best interest of the City and the general health, safety and welfare of the public that this Ordinance amending the City’s Storm Water Management Ordinance be passed.

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

**Section 1. Ordinance Amendment.** Title 6 of the Bountiful City Municipal Code is hereby amended follows:

#### **Chapter 15: Storm Water Management**

#### **6-15-101. Purposes and objectives.**

The purpose of this chapter is to protect the health, safety and welfare of the City and its inhabitants by improving the City’s storm ~~sewer-drainage~~ system, managing and controlling storm water runoff, protecting property, preventing polluted water from entering the City’s storm ~~water-drainage~~ system and ~~other-public~~ receiving waters as required by federal and state law. The objectives of this chapter are to:

- (a) Provide and maintain an adequate Municipal Separate Storm Sewer System (MS4) for handling storm water runoff.
- (b) Provide fair, equitable and non-discriminatory rates for using the storm drainage system which user fees will generate sufficient revenues for operating, improving and maintaining the storm drainage utility

adequately. Rates shall be applied consistently for the same class of customers.

(c) Establish a policy that fees should be set after considering such factors as:

- (1) Intensity of development of land parcels;
- (2) Types of development on land parcels;
- (3) Cost of maintaining, operating, repairing and improving the system;
- (4) Quantity and quality of the run-off generated;
- (5) Public health, safety and welfare; and,
- (6) Any other factors that should be considered.

(d) Regulate the contribution of pollutants to the MS4 by storm water discharges by any user

(e) Prohibit illicit connections and discharges to the MS4

(f) Guide, regulate and control the design, construction, use, and maintenance of any development or other activity that results in the movement of soil on land within the city

(g) Minimize increases in non-point source pollution caused by storm water runoff from development which would otherwise degrade local water quality

(h) Reduce storm water runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through storm water management controls and to ensure that these management controls are properly maintained and pose no threat to public safety

(i) Establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

### **6-15-102. Definitions.**

Where terms are not defined by this section, such terms shall have ordinarily accepted meanings such as the context implies.

For the purpose of this ordinance, the following terms, phrases and words shall mean:

“Authorized Enforcement Agency” – -Employees or designees of the director of the municipal agency designated to enforce this chapter.

“Best Management Practices (BMPs)” – Includes schedules of activities, prohibitions of practices, maintenance procedures, design standards, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into the waters of the State. BMPs also include treatment requirements, operating procedures, educational activities, and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“City” – Bountiful City, a municipal corporation of the State of Utah.

“City Engineer” – means the City Engineer or his/her authorized representatives.

“Clean Water Act” – The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

“Construction Activity” – Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition

~~“Conveyance System” – Any channel or pipe for collecting and directing the storm water.~~

“County” – Davis County

“Council” – Bountiful City Council

“Culvert” – A covered channel or large diameter pipe that directs water flow below the ground surface.

“Customer” or “Person” – Any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; the State or its departments, institutions, bureaus, agencies; county; city; political subdivision; or any other governmental or legal entity recognized by law.

“Degradation” – (Biological or chemical) The breakdown of chemical compounds into simpler substances, usually less harmful than the original compound, as with the degradation of a persistent pesticide. (Geological) Wearing down by erosion. (Water) The lowering of the water quality of a watercourse by an increase in the amount of pollutant(s).

“Design Storm” – A theoretical selected storm event that is used as a basis for design, defined in terms of the probability of occurrence over time.

“Discharge” – to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means any solid or liquid matter into the MS4..

“Drainage”– Refers to the collection, conveyance, containment, and/or discharge of surface and storm water runoff.

“Equivalent Residential Unit (ERU)” – An ERU is equal to 3,828 square feet of impervious surface area. This is based on a single-family residential parcel in Bountiful City, which has an average of 3,828 square feet of impervious surface according to a study completed in April 2000.

“Erosion” – The wearing away of land surface by wind or water. Erosion occurs naturally from weather or runoff but can be intensified by land-clearing practices related to farming, residential or industrial development, road building, or timber-cutting.

“Fill” – A deposit of earth material placed by construction activity.

“General Permit” – A permit issued under the UPDES program to cover a class or category of storm water discharges.

“Grading” – The cutting and/or filling of the land surface to a desired slope or elevation.

“Hazardous Waste” – By-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics (flammable,

corrosivity, reactivity, or toxicity), or appears on special EPA lists.

“Illicit Connection” – Any physical connection to a publicly maintained storm drain system which has not been permitted by the public entity responsible for the operation and maintenance of the system.

“Impervious Surface” – A surface which prevents or retards the infiltration of water.

“Infiltration” – The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed in terms of inches/hour.

“Inlet” – An entrance into a ditch, storm sewer, or other waterway.

“Mitigation” – Storm water control facilities located on a parcel, which either hold runoff for a short period of time before releasing it to the storm drainage system, or hold water until it evaporates or infiltrates into the ground.

“Municipal Separate Storm Sewer System (MS4)” – A municipally owned and operated storm water collection system that may consist of any or all of the following: curb & gutter, drainage swales, piping, ditches, canals, detention basins, inlet boxes, or any other system used to convey storm water that discharges into canals, ditches, streams, rivers, or lakes not owned and operated by that municipality.

“Mulch” – A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

“Non-point Source” – A group of diffuse sources of storm water runoff (not a single location such as a pipe) such as agricultural or urban land from which pollutants are or may be discharged.

“Off-site” – Any area lying upstream of the site that drains onto the site and any area lying downstream of the site to which the site drains.

“On-site” – The entire property that includes the proposed development.

“Parcel” – The smallest, separately segregated unit of land having an owner. A parcel has boundaries and surface area, and is documented with a property number by the County.

“Plat” – A map or representation of a subdivision showing the division of a tract or parcel of land into lots, blocks, streets, or other divisions and dedications.

“Point Source” – Any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

“Pollutant” – Generally, any substance introduced into the environment that adversely affects the usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; sediment, floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Receiving Waters” – Bodies of water or surface water systems receiving water from upstream constructed



(or natural) systems.

“Retention” – The holding of runoff in a basin without release except by means of evaporation, infiltration, or emergency bypass.

“Riparian” – A relatively narrow strip of land that borders a stream or river.

“Runon” – Storm water surface flow or other surface flow which enters property other than that where it originated.

“Runoff” – That part of precipitation, snow melt, or irrigation water that runs off the land into streams or other surface water.

“Single-Family Residential Parcel” – Any parcel of land containing a single-family dwelling unit.

“Source Control” – A practice or structural measure to prevent pollutants from entering storm water runoff or other environmental media.

“Storm Drainage ~~Facilities~~Facility” – Any facility, improvement, development, or property made for controlling storm water quantity and quality.

“Storm Drainage System” – All man-made storm drainage facilities and conveyances, and natural storm water drainage channels owned or maintained by the City that store, control, treat, and/or convey storm water.

“Storm Drainage Utility” or “Utility” – The utility created by this ordinance, which operates, maintains, regulates, and improves storm drainage facilities and programs within Bountiful City.

“Storm Water” – Runoff produced by precipitation events and snowmelt.

“Storm Water Pollution Prevention Plan (SWPPP)” – The set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs, concepts and techniques intended to maintain or restore quality and quantity of storm water runoff to pre-development levels during and after construction.

“Swale” – An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct storm water flows into primarily drainage channels and allow some of the storm water to infiltrate into the ground surface.

“Treatment Control BMP” – A BMP that is intended to remove pollutants from storm water.

“Undeveloped Parcel” – Any parcel that has not been altered by grading, filling, or construction.

“UPDES (Utah Pollutant Discharge Elimination System)” – means the State-wide program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under the Utah Water Quality Act (Title 19, Chapter 5, Utah Code Annotated). UPDES is described in the Rules of the Utah Administrative Code R317-8.

“Waters of the State” – All streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state of Utah or any portion thereof, except that bodies of water confined to and retained within the limits of private property, and which do not develop into or constitute a

nuisance, or a public health hazard, or a menace to fish and wildlife.

“Wetland” – An area that is regularly saturated by surface or ground water and subsequently characterized by a prevalence of vegetation that is adapted for life in saturated soil conditions. Examples include: swamps, bogs, marshes, and estuaries.

**6-15-103. Storm Drainage Utility Created.**

(a) There is hereby created and established a Bountiful City Storm Drainage Utility. All storm drainage facilities owned by the City constitute the physical assets of the Bountiful Storm Drain Utility.

(b) Responsibility of Administration.

The City Engineer shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the City may be delegated by the City Engineer to persons or entities acting in the beneficial interest of or in the employ of the City.

(c) Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure compliance with federal regulations, or that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

**6-15-104. City Storm Drainage Utility facilities and assets.**

The Utility shall operate, maintain, and improve all existing City storm drainage facilities used for the conveyance of storm waters, through, under or over lands or watercourses, beginning at a point where the storm waters first enter the storm drainage system of the city and ending in each instance at a point where the storm waters exit from the system. However, the utility does not include government-owned streets or those facilities operated and maintained by or for the County or the State of Utah.

**6-15-105. System of rates and charges.**

(a) Service fees imposed. The City will by resolution of the City Council impose storm drainage fee rates and charges on each parcel of real property within the City except governmentally-owned streets. The charges shall fund the administration, planning design, construction, water quality programming, operation, maintenance and repair of existing and future storm water facilities.

(b) Method of determining contribution of storm water.

(1) Contributions of storm water from non-residential parcels and residential parcels larger than four-unit buildings have been ascertained through aerial photography and by evaluating land surface and measuring the amount of impervious surface.

(2) Contributions of storm water from residential parcels up to and including four-unit buildings have been ascertained by sampling the amount of residential impervious areas.

(c) Storm drainage service fees shall be assessed on each parcel of real property within the City (including City-owned properties), except government-owned streets and City storm water facilities. Service fees shall be established by resolution of the City Council and may be differentiated according to the following classifications:

**Residential parcels:** Single-family residential parcels shall constitute one ERU per month.

**Undeveloped parcels:** Undeveloped parcels shall have no charges assessed.

**Other parcels:** Charges for all other parcels shall be computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by 3,828 (one ERU), rounded to the nearest half or whole number.

**Credit for on-parcel mitigation:** Non-residential parcels with mitigating storm water facilities, e.g. approved on-site detention/retention of storm water, approved discharge of storm water through a sewer connection or other approved and complete on-site detention methods that meet the City’s design and maintenance standards may be eligible for a service fee credit. The parcel’s owner or agent must make application for this credit to the City Engineer. The amount of credit is based on the following formula:

$$P = 50 + 50 (Qr/Qp)$$

Formula symbols have the following meaning:

- P = Percentage of storm drainage fees to be applied to the parcel
- 50 = Percentage representing Utility’s fixed operation and maintenance costs
- 50 = Percentage representing costs for Utility’s capital improvement program
- Qr = Restricted storm water discharge from a parcel
- Qp = Peak storm water discharge from the same parcel that would result if the mitigating facilities were not in place.

The City Engineer may, if requested, provide a complete on-site mitigation evaluation at the expense of the parcel’s owner or authorized agent.

**Credit for regional storm water mitigation:** Non-residential parcels with mitigating storm water facilities, that serve the City’s regional storm water needs as prescribed by the storm water master plan and utilizing methods that meet the City’s design and maintenance standards, may be eligible for a service fee credit. The credit may be granted if property owners have not already been compensated for or agreed to construct the facilities as part the development process. The parcel’s owner or agent must make application for this credit to the City Engineer.

If a request for mitigation credit is granted, the credit shall be applied to all charges from the time of the appealed billing, and will be reflected on the next billing thirty days after appeal is granted.

**Credit for maintenance of long-term storm water controls:** Non-residential properties with long-term storm water controls or measures that meet the city’s standards for reducing storm water runoff pollution may be eligible for a service fee credit of up to 20%. The credit may be granted if the storm water controls are kept in effective operating condition as shown by an annual inspection report that must be provided to the city. The parcel’s owner or agent must make application for this credit to the City Engineer annually.

**Low income relief:** A single family residential parcel owner who qualifies for the City’s low income relief, as determined by resolution of the City Council and set forth in the fee schedule, may also be eligible for a reduction in the service charge for their parcel.

**6-15-106. Billing and collection.**

(a) Utility Enterprise Fund – This ordinance creates the Storm Drainage Utility Fund. All revenues received from storm drainage user fees shall be placed in the enterprise fund as a designated fund, to be left separate and apart from all other City funds. The collection, accounting, and expenditure of all storm water utility funds shall be in accordance with the Utah Uniform Fiscal Procedures Act.

(b) Billing – The City shall bill property owners for storm drainage utility services. Billing amounts shall

be included as a separate line item on utility bills. A billing will also be sent to owners of parcels within the city who are not City utility customers.

(c) Collection – Partial payments on a combined utility bill shall be applied consistent with the billing procedures established by the City. Fees and charges shall be considered delinquent if not paid as determined by the procedures established by the City and will be a debt to the City, which shall be subject to recovery in a civil action. Pursuant to 10-8-38 Utah Code Ann., the City may cause the water service to the property to be shut off for failure to pay for the storm drainage service furnished, as set forth on the billing.

**6-15-107. Appeal of charges.**

(a) Any non-residential customer who disagrees with the storm drainage user fee for his or her parcel may apply to the City Engineer for a user fee adjustment. The adjustment request must state the grounds for adjustment and must be filed in writing with the City Engineer no later than thirty days after receipt of billing. The City Engineer shall review the request and basis for user charges to determine whether an error was made in the calculation or application of the fee.

(b) An appeal of a City Engineer’s decision may be brought before the City Manager within thirty days after the date of the City Engineer’s decision. The decision of the City Manager is final and conclusive. If an appeal of charges is successful, credit will be applied to all charges from the time of the appealed billing, and will be reflected on a future billing after the appeal is granted.

**6-15-108. Prohibitions.**

It is unlawful for any person to:

(a) Track mud or sediment onto public streets by construction or delivery vehicles. Provisions shall be made at all construction sites to clean the vehicles before vehicles leave the site.

(b) Washout concrete trucks at sites other than pre-approved designated areas. Dumping of excess concrete shall not be allowed.

(c) Stockpile construction or yard improvement materials or debris in the street or in the gutter. This includes but is not limited to ramps being constructed for temporary access across the existing curb and gutter; stockpiling of topsoil or other fill material; stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm water system.

**6-15-109. Illicit discharges.**

(a) No person shall discharge or cause or allow to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

(b) The commencement, conduct or continuance of any discharge to the storm drain system is prohibited except as described as follows:

- (1) water line flushing or other potable water sources,
- (2) landscape irrigation or lawn watering,
- (3) diverted stream flows,
- (4) rising ground water,
- (5) ground water infiltration to storm drains,

- (6) uncontaminated pumped ground water,
- (7) foundation or footing drains,
- (8) crawl space pumps,
- (9) air conditioning condensation,
- (10) springs,
- (11) individual residential washing of vehicles,
- (12) natural riparian habitat or wet-land flows,
- (13) swimming pools (if dechlorinated to less than one PPM chlorine),
- (14) residual street wash water
- (15) emergency fire fighting activities,
- (16) discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- (17) Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

(c) The prohibition shall not apply to any non-storm water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(d) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(e) This prohibition expressly includes, without limitation, connections of sanitary sewer lines to the MS4.

**6-15-110. Development Storm Water Discharge Permit Required .**

(a) Owners and operators of any development or re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to obtain a Storm Water Discharge Permit from the City.

(b) No person shall be granted a storm water discharge permit without the approval of a Storm Water Pollution Prevention Plan by the City Engineer.

(c) A storm water discharge permit will only be approved where storm drains have adequate capacity for the accommodation of such water.

(d) No storm water discharge permit is required for the following activities:

- (1) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
- (2) Existing nursery and agricultural operations conducted as a permitted main or accessory use.
- (3) Additions or modifications to existing single-family structures unless otherwise specifically required in this chapter.

**6-15-111. Permit Application Requirements**

(a) Application for a construction storm water discharge permit shall be filed with the City Engineer. Applicants are required to obtain a permit prior to commencement of work. Each permit application shall bear the name and address and contact information of the owner of the site, developer of the site, contractor(s) working at the site, and of any consulting firm retained by the applicant. The application shall be accompanied by a filing fee and a site specific storm water pollution prevention plan.

(b) The applicant is required to file a letter of credit or cash deposit in an amount deemed sufficient by the Engineering Department to cover all costs of implementation and maintenance of the approved Storm Water Pollution Prevention Plan including costs for improvements, landscaping, and maintenance of improvements for such period as specified by the city, and also to cover engineering and inspections costs and the cost to repair improvements installed on the site and damaged by uncontrolled erosion and sediment from the construction site.

**6-15-112. Permit Fees.**

(a) The City shall charge and the Permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of existing Public Improvements or diminution of the useful life of existing Public Improvements, and other costs to the City associated with the work to be done under the permit. All costs shall be assessed in a non-discriminatory manner.

(b) The City Engineer may reduce or waive permit fees or penalties or portion thereof provided for in this Chapter, when he/she determines that such permit fee or penalty:

- (1) pertains to construction or rehabilitation of housing for Persons whose income is below the median income level for the City; or
- (2) pertains to work by a contractor on City owned systems at the request of the City.

(c) Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection, and work site restoration associated with each undertaking may be charged by the City to each Permittee, in addition to the initial permit fee.

(d) The fee structure for review of any storm water discharge permit application shall be established by the City Engineer. All of the monetary contributions shall be credited to a local budgetary category to support local plan review, inspection and program administration, and shall be made prior to the issuance of any permit for the development.

**6-15-113. Permit - Contents - Duration and Extensions.**

(a) Each permit application shall state the estimated starting and completion dates of construction. Work shall be completed within a reasonable period of time 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) Protecting existing public improvements impacted by the work;
- (3) The seasons 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 environment.

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

(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. The length of the extension requested by the Permittee shall be subject to the approval of the City Engineer.

(c) The Storm Water Pollution Prevention Plan shall be amended as required for an extension.

**6-15-114. Permit - No Transfer or Assignment.**

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a Permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this Chapter and under said permit. Subcontractors shall also be appropriately licensed, insured and bonded.

**6-15-115. Storm Water Pollution Prevention Plan**

(a) A Storm Water Pollution Prevention plan shall be required with all permit applications providing for erosion and sediment control and storm water management during the land disturbing activity and after the activity has been completed. The Storm Water Pollution Prevention Plan must meet the requirements of the current UPDES Storm Water General Permit for Construction Activities. ~~The Storm Water Pollution Prevention Plan shall be prepared in accordance with the checklist provided by the Engineering Department and must be certified by a professional engineer.~~

(b) For development or redevelopment occurring on a previously developed site, an applicant shall be required to include within the Storm Water Pollution Prevention Plan measures for controlling existing storm water runoff discharges from the site in accordance with the standards of this Ordinance.

**6-15-116. Long-Term Storm Water Management Requirements**

Controlling Peak Runoff from Sites. All site designs shall establish storm water management practices to control the peak flow rates of storm water discharge associated with specified design storms having a 10-year return frequency or a 25-year return frequency if located in the Residential Foothill subzone. These practices shall mirror pre-development peak runoff from the site.

Owners and operators of development and re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to meet the following requirements:

(a) Controlling Runoff Volume from New Development Sites. New development projects must manage on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(b) Controlling Runoff Volume from Redevelopment Sites. Redevelopment projects must be developed such that either:

- (1) There is no more than 10% increase to impervious surface area at project completion; or

(2) At project completion the net increase in volume associated with precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event is managed on site by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(c) Additional Storm Water Design Requirements. Storm water discharges from land uses or activities with higher potential pollutant loadings, as determined by the City Engineer, may require the use of specific structural best management practices and pollution prevention practices based on policy established by the City Engineer. Prior to design, applicants are required to consult with the Engineering Department to determine if they are subject to additional storm water design requirements.

#### 6-15-117 Storm Water Management Design Criteria

(a) Peak Runoff Calculations. Hydrologic design calculations for the pre-development and post-development conditions must show that the proposed storm water management measures are capable of controlling runoff from the site in compliance with this ordinance based on specified design storms. A description and source of all parameters used in the calculations shall be included. The calculations should be based on one of the following:

- (1) Rational Method
- (2) National Resources Conservation Service (NRCS) Method
- (3) Unit Hydrograph derived from locally-observed data
- (4) Any methodology as approved by the city engineer

(b) Retention Volume Calculations. Calculations used to determine Retention Volumes including the 80<sup>th</sup> Percentile Storm Depth, Project Volume Retention Goal, Water Quality Volume, and Volumetric Runoff Coefficient shall be based on methods described in the current edition of the Utah Division of Water Quality publication: *A Guide to Low Impact Development within Utah*,

(c) Practices used for the on-site management of precipitation and specific design performance criteria shall be according to a list of approved practices provided by the Engineering Department.

(d) Design Feasibility. All site designs shall be within feasibility constraints as determined by the City Engineer. A list of feasibility constraints will be provided by the Engineering Department.

If the standard to control runoff volume on a site is not feasible due to constraints, then said standard must be met to the maximum extent feasible and an alternative treatment design shall be provided for all runoff under said standard that is not controlled on site.

(e) Soils Information: If a storm water management control measure fundamentally depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports.

(d) Maintenance Agreements. All storm water treatment facilities shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. The agreement shall include:

- (1) Provisions allowing for access, inspections, and corrective action
- (2) Provisions for the Engineering Department to notify the responsible party if storm water facilities are found to contain any defects or are not being adequately maintained;
- (4) Provide that if the property is not maintained or repaired within the prescribed schedule, the City Engineer may perform the maintenance and repair at its expense, and assess the owner(s) of the facility for the cost of necessary work and any penalties; and
- (5) Any other provisions necessary to accomplish the goals of this Chapter as determined by the City Engineer.



**6-15-118. Storm Water Discharge Permit Waiver.**

(a) Every applicant shall provide ~~for~~ storm water management as required by this chapter unless a written request is filed to waive this requirement or any part thereof. Requests to waive the storm water management requirements shall be submitted to the City Engineer for approval.

(b) The minimum requirements for storm water management may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

(1) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this ordinance.

(2) Provisions are made to manage storm water by an off-site facility. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of storm water control that is equal to or greater than that which would be afforded by on-site practices and there is a legally obligated entity responsible for long-term operation and maintenance of the facility.

(c) In instances where one of the conditions above applies, the City Engineer may grant a waiver from strict compliance with these storm water management provisions, as long as acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the City Engineer that the waiver will not result in the following impacts to downstream waterways:

- (1) Deterioration of existing culverts, bridges, dams, and other structures;
- (2) Degradation of biological functions or habitat;
- (3) Accelerated streambank or streambed erosion or siltation;
- (4) Increased threat of flood damage to public health, life, property

(d) Furthermore, where compliance with minimum requirements for storm water management is waived, the applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the city. Mitigation measures may include, but are not limited to, the following:

(1) The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reforestation. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat,

(2) The creation of a storm water management facility or other drainage improvements on previously developed properties, public or private, that currently lack storm water management facilities designed and constructed in accordance with the purposes and standards of this ordinance,

(3) Monetary contributions (Fee-in-Lieu) to fund storm water management activities such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, and monitoring of storm water management practices.)

(e) Fee in Lieu of Storm Water Management Practices. Where the Engineering Department waives all or part of the minimum storm water management requirements, or where the waiver is based on the provision of adequate storm water facilities provided downstream of the proposed development, the applicant shall be required to pay a fee in an amount as determined by the Engineering Department. When an applicant obtains a waiver of the required storm water management, the monetary contribution required shall be in accordance with a fee schedule (unless the developer and the storm water authority agree on a greater alternate contribution) established by the Engineering Department, and based on the cubic feet of storage required for storm water management of the development in question. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

(f) Dedication of Land. In lieu of a monetary contribution, partially or totally, an applicant may obtain a waiver of the required storm water management by entering into an agreement with the City Engineer for the granting of an easement or the dedication of land by the applicant, to be used for the construction of an off-site storm water management facility. The agreement shall be entered into by the applicant and the City Engineer prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

**6-15-119. Review and Approval**

(a) The Engineering Department will review each application to determine its conformance with the provisions of this regulation. Within ~~30~~14 days after receiving ~~an~~a complete application, the Engineering Department shall, in writing:

- (1) Approve the permit application;
- (2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or
- (3) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

(b) Failure of the Engineering Department to act on an original or revised application within the specified time period shall authorize the applicant to proceed in with the plans as filed unless such time is extended by agreement between the applicant and the Engineering Department.

**6-15-120. Inspection**

(a) Field inspections shall be conducted by the Engineering Department or other designated agent as outlined in the inspection ~~checklist~~procedure provided by the Engineering Department.

(b) Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the City Engineer has reasonable cause to believe that there exists upon a premises a condition which is contrary to or in violation of this ordinance the City Engineer or designee is authorized to enter the premises at reasonable times to inspect or to perform the duties imposed by this ordinance, provided that if such premises be occupied that credentials be presented to the occupant and entry requested. If such premises be unoccupied, the City Engineer shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused, the City Engineer shall have recourse to the remedies provided by law to secure entry.

**6-15-121. As Built Plans**

All applicants are required to submit actual "as built" plans for any storm water management practices located on-site after final construction is completed. The plan must show the final design specifications and maintenance requirements for all storm water management facilities and must be certified by a professional engineer. A final inspection by the Engineering Department is required before the release of any performance securities can occur.

**6-15-122. Enforcement**

(a) Stop-Work Order; Revocation of Permit. In the event that any person holding a building permit or site development permit pursuant to this ordinance violates the terms of the permit or implants site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site ~~so-or~~ as to be materially detrimental to the public welfare, environment, or injurious to property or improvements in the neighborhood, the Engineering Department may suspend or revoke the site development permit and/or building permit. If cause for permit suspension or revocation is a storm water discharge permit violation that does not pose an immediate or imminent threat to water quality, the Engineering Department must first follow an enforcement procedure which includes providing notice of the violation and opportunity to correct it before suspending or revoking the site development permit and/or building permit.-

(b) Violation and Penalties. Whenever the Engineering Department finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice to the responsible person or property owner. Such notice may require, without limitation:

- (1) The performance of monitoring, analyses, and reporting;
- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of a fine to cover administrative and remediation costs; and
- (6) The implementation of source control or treatment BMPs.

(c) Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class C misdemeanor and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted, shall constitute a separate offense.

(d) Any work done or condition created or allowed, in violation of this ordinance is hereby declared to be a public nuisance, which may be abated by a civil legal action by the City Attorney.

**6-15-123. Appeals**

Any enforcement action taken by the City Engineer according to this Chapter may be appealed to the City Manager by filing a written notice of appeal within ten days of the action of the City Engineer. The City Manager shall hear such appeal, and render his/her decision within 14 days following notice of such appeal.

## **Chapter 15: Storm Water Management**

### **6-15-101. Purposes and objectives.**

The purpose of this chapter is to protect the health, safety and welfare of the City and its inhabitants by improving the City's storm ~~sewer~~drainage system, managing and controlling storm water runoff, protecting property, preventing polluted water from entering the City's storm ~~water~~drainage system and ~~other~~public receiving waters as required by federal and state law. The objectives of this chapter are to:

- (a) Provide and maintain an adequate Municipal Separate Storm Sewer System (MS4) for handling storm water runoff.
- (b) Provide fair, equitable and non-discriminatory rates for using the storm drainage system which user fees will generate sufficient revenues for operating, improving and maintaining the storm drainage utility adequately. Rates shall be applied consistently for the same class of customers.
- (c) Establish a policy that fees should be set after considering such factors as:
  - (7) Intensity of development of land parcels;
  - (8) Types of development on land parcels;
  - (9) Cost of maintaining, operating, repairing and improving the system;
  - (10) Quantity and quality of the run-off generated;
  - (11) Public health, safety and welfare; and,
  - (12) Any other factors that should be considered.
- (d) Regulate the contribution of pollutants to the MS4 by storm water discharges by any user
- (e) Prohibit illicit connections and discharges to the MS4
- (f) Guide, regulate and control the design, construction, use, and maintenance of any development or other activity that results in the movement of soil on land within the city
- (g) Minimize increases in non-point source pollution caused by storm water runoff from development which would otherwise degrade local water quality
- (h) Reduce storm water runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through storm water management controls and to ensure that these management controls are properly maintained and pose no threat to public safety
- (i) Establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

**6-15-102. Definitions.**

Where terms are not defined by this section, such terms shall have ordinarily accepted meanings such as the context implies.

For the purpose of this ordinance, the following terms, phrases and words shall mean:

“Authorized Enforcement Agency” – Employees or designees of the director of the municipal agency designated to enforce this chapter.

“Best Management Practices (BMPs)” – Includes schedules of activities, prohibitions of practices, maintenance procedures, design standards, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into the waters of the State. BMPs also include treatment requirements, operating procedures, educational activities, and practices to control plant site runoff spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

“City” – Bountiful City, a municipal corporation of the State of Utah.

“City Engineer” – means the City Engineer or his/her authorized representatives.

“Clean Water Act” – The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

“Construction Activity” – Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition

~~“Conveyance System” – Any channel or pipe for collecting and directing the storm water.~~

“County” – Davis County

“Council” – Bountiful City Council

“Culvert” – A covered channel or large diameter pipe that directs water flow below the ground surface.

“Customer” or “Person” – Any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; the State or its departments, institutions, bureaus, agencies; county; city; political subdivision; or any other governmental or legal entity recognized by law.

“Degradation” – (Biological or chemical) The breakdown of chemical compounds into simpler substances, usually less harmful than the original compound, as with the degradation of a persistent pesticide. (Geological) Wearing down by erosion. (Water) The lowering of the water quality of a watercourse by an increase in the amount of pollutant(s).

“Design Storm” – A theoretical selected storm event that is used as a basis for design, defined in terms of the probability of occurrence over time.

“Discharge” – to dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means any solid or liquid matter into the MS4..

“Drainage”– Refers to the collection, conveyance, containment, and/or discharge of surface and storm water runoff.

“Equivalent Residential Unit (ERU)” – An ERU is equal to 3,828 square feet of impervious surface area. This is based on a single-family residential parcel in Bountiful City, which has an average of 3,828 square feet of impervious surface according to a study completed in April 2000.

“Erosion” – The wearing away of land surface by wind or water. Erosion occurs naturally from weather or runoff but can be intensified by land-clearing practices related to farming, residential or industrial development, road building, or timber-cutting.

“Fill” – A deposit of earth material placed by construction activity.

“General Permit” – A permit issued under the UPDES program to cover a class or category of storm water discharges.

“Grading” – The cutting and/or filling of the land surface to a desired slope or elevation.

“Hazardous Waste” – By-products of society that can pose a substantial or potential hazard to human health or the environment when improperly managed. Possesses at least one of four characteristics (flammable, corrosivity, reactivity, or toxicity), or appears on special EPA lists.

“Illicit Connection” – Any physical connection to a publicly maintained storm drain system which has not been permitted by the public entity responsible for the operation and maintenance of the system.

“Impervious Surface” – A surface which prevents or retards the infiltration of water.

“Infiltration” – The downward movement of water from the surface to the subsoil. The infiltration capacity is expressed in terms of inches/hour.

“Inlet” – An entrance into a ditch, storm sewer, or other waterway.

“Mitigation” – Storm water control facilities located on a parcel, which either hold runoff for a short period of time before releasing it to the storm drainage system, or hold water until it evaporates or infiltrates into the ground.

“Municipal Separate Storm Sewer System (MS4)” – A municipally owned and operated storm water collection system that may consist of any or all of the following: curb & gutter, drainage swales, piping, ditches, canals, detention basins, inlet boxes, or any other system used to convey storm water that discharges into canals, ditches, streams, rivers, or lakes not owned and operated by that municipality.

“Mulch” – A natural or artificial layer of plant residue or other materials covering the land surface which conserves moisture, holds soil in place, aids in establishing plant cover, and minimizes temperature fluctuations.

“Non-point Source” – A group of diffuse sources of storm water runoff (not a single location such as a pipe) such as agricultural or urban land from which pollutants are or may be discharged.

“Off-site” – Any area lying upstream of the site that drains onto the site and any area lying downstream of the site to which the site drains.

“On-site” – The entire property that includes the proposed development.

“Parcel” – The smallest, separately segregated unit of land having an owner. A parcel has boundaries and surface area, and is documented with a property number by the County.

“Plat” – A map or representation of a subdivision showing the division of a tract or parcel of land into lots, blocks, streets, or other divisions and dedications.

“Point Source” – Any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged.

“Pollutant” – Generally, any substance introduced into the environment that adversely affects the usefulness of a resource. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; sediment, floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Receiving Waters” – Bodies of water or surface water systems receiving water from upstream constructed (or natural) systems.

“Retention” – The holding of runoff in a basin without release except by means of evaporation, infiltration, or emergency bypass.

“Riparian” – A relatively narrow strip of land that borders a stream or river.

“Runon” – Storm water surface flow or other surface flow which enters property other than that where it originated.

“Runoff” – That part of precipitation, snow melt, or irrigation water that runs off the land into streams or other surface water.

“Single-Family Residential Parcel” – Any parcel of land containing a single-family dwelling unit.

“Source Control” – A practice or structural measure to prevent pollutants from entering storm water runoff or other environmental media.

“Storm Drainage ~~Facilities~~Facility” – Any facility, improvement, development, or property made for controlling storm water quantity and quality.

“Storm Drainage System” – All man-made storm drainage facilities and conveyances, and natural storm water drainage channels owned or maintained by the City that store, control, treat, and/or convey storm water.

“Storm Drainage Utility” or “Utility” – The utility created by this ordinance, which operates, maintains, regulates, and improves storm drainage facilities and programs within Bountiful City.

“Storm Water” – Runoff produced by precipitation events and snowmelt.

“Storm Water Pollution Prevention Plan (SWPPP)” – The set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMPs,

concepts and techniques intended to maintain or restore quality and quantity of storm water runoff to pre-development levels during and after construction.

“Swale” – An elongated depression in the land surface that is at least seasonally wet, is usually heavily vegetated, and is normally without flowing water. Swales direct storm water flows into primarily drainage channels and allow some of the storm water to infiltrate into the ground surface.

“Treatment Control BMP” – A BMP that is intended to remove pollutants from storm water.

“Undeveloped Parcel” – Any parcel that has not been altered by grading, filling, or construction.

“UPDES (Utah Pollutant Discharge Elimination System)” – means the State-wide program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements under the Utah Water Quality Act (Title 19, Chapter 5, Utah Code Annotated). UPDES is described in the Rules of the Utah Administrative Code R317-8.

“Waters of the State” – All streams, lakes, ponds, marshes, water-courses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state of Utah or any portion thereof, except that bodies of water confined to and retained within the limits of private property, and which do not develop into or constitute a nuisance, or a public health hazard, or a menace to fish and wildlife.

“Wetland” – An area that is regularly saturated by surface or ground water and subsequently characterized by a prevalence of vegetation that is adapted for life in saturated soil conditions. Examples include: swamps, bogs, marshes, and estuaries.

**6-15-103. Storm Drainage Utility Created.**

(a) There is hereby created and established a Bountiful City Storm Drainage Utility. All storm drainage facilities owned by the City constitute the physical assets of the Bountiful Storm Drain Utility.

(b) Responsibility of Administration.

The City Engineer shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the City may be delegated by the City Engineer to persons or entities acting in the beneficial interest of or in the employ of the City.

(c) Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure compliance with federal regulations, or that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

**6-15-104. City Storm Drainage Utility facilities and assets.**

The Utility shall operate, maintain, and improve all existing City storm drainage facilities used for the conveyance of storm waters, through, under or over lands or watercourses, beginning at a point where the storm waters first enter the storm drainage system of the city and ending in each instance at a point where the storm waters exit from the system. However, the utility does not include government-owned streets or those facilities operated and maintained by or for the County or the State of Utah.



**6-15-105. System of rates and charges.**

(a) Service fees imposed. The City will by resolution of the City Council impose storm drainage fee rates and charges on each parcel of real property within the City except governmentally-owned streets. The charges shall fund the administration, planning design, construction, water quality programming, operation, maintenance and repair of existing and future storm water facilities.

(b) Method of determining contribution of storm water.

(1) Contributions of storm water from non-residential parcels and residential parcels larger than four-unit buildings have been ascertained through aerial photography and by evaluating land surface and measuring the amount of impervious surface.

(2) Contributions of storm water from residential parcels up to and including four-unit buildings have been ascertained by sampling the amount of residential impervious areas.

(c) Storm drainage service fees shall be assessed on each parcel of real property within the City (including City-owned properties), except government-owned streets and City storm water facilities. Service fees shall be established by resolution of the City Council and may be differentiated according to the following classifications:

**Residential parcels:** Single-family residential parcels shall constitute one ERU per month.

**Undeveloped parcels:** Undeveloped parcels shall have no charges assessed.

**Other parcels:** Charges for all other parcels shall be computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by 3,828 (one ERU), rounded to the nearest half or whole number.

**Credit for on-parcel mitigation:** Non-residential parcels with mitigating storm water facilities, e.g. approved on-site detention/retention of storm water, approved discharge of storm water through a sewer connection or other approved and complete on-site detention methods that meet the City's design and maintenance standards may be eligible for a service fee credit. The parcel's owner or agent must make application for this credit to the City Engineer. The amount of credit is based on the following formula:

$$P = 50 + 50 (Qr/Qp)$$

Formula symbols have the following meaning:

- P = Percentage of storm drainage fees to be applied to the parcel
- 50 = Percentage representing Utility's fixed operation and maintenance costs
- 50 = Percentage representing costs for Utility's capital improvement program
- Qr = Restricted storm water discharge from a parcel
- Qp = Peak storm water discharge from the same parcel that would result if the mitigating facilities were not in place.

The City Engineer may, if requested, provide a complete on-site mitigation evaluation at the expense of the parcel's owner or authorized agent.

**Credit for regional storm water mitigation:** Non-residential parcels with mitigating storm water facilities, that serve the City's regional storm water needs as prescribed by the storm water master plan and utilizing methods that meet the City's design and maintenance standards, may be eligible for a service fee credit. The credit may be granted if property owners have not already been compensated for or agreed to construct the facilities as part the development process. The parcel's owner or agent must make application

for this credit to the City Engineer.

If a request for mitigation credit is granted, the credit shall be applied to all charges from the time of the appealed billing, and will be reflected on the next billing thirty days after appeal is granted.

**Credit for maintenance of long-term storm water controls:** Non-residential properties with long-term storm water controls or measures that meet the city's standards for reducing storm water runoff pollution may be eligible for a service fee credit of up to 20%. The credit may be granted if the storm water controls are kept in effective operating condition as shown by an annual inspection report that must be provided to the city. The parcel's owner or agent must make application for this credit to the City Engineer annually.

**Low income relief:** A single family residential parcel owner who qualifies for the City's low income relief, as determined by resolution of the City Council and set forth in the fee schedule, may also be eligible for a reduction in the service charge for their parcel.

**6-15-106. Billing and collection.**

(a) Utility Enterprise Fund – This ordinance creates the Storm Drainage Utility Fund. All revenues received from storm drainage user fees shall be placed in the enterprise fund as a designated fund, to be left separate and apart from all other City funds. The collection, accounting, and expenditure of all storm water utility funds shall be in accordance with the Utah Uniform Fiscal Procedures Act.

(b) Billing – The City shall bill property owners for storm drainage utility services. Billing amounts shall be included as a separate line item on utility bills. A billing will also be sent to owners of parcels within the city who are not City utility customers.

(c) Collection – Partial payments on a combined utility bill shall be applied consistent with the billing procedures established by the City. Fees and charges shall be considered delinquent if not paid as determined by the procedures established by the City and will be a debt to the City, which shall be subject to recovery in a civil action. Pursuant to 10-8-38 Utah Code Ann., the City may cause the water service to the property to be shut off for failure to pay for the storm drainage service furnished, as set forth on the billing.

**6-15-107. Appeal of charges.**

(a) Any non-residential customer who disagrees with the storm drainage user fee for his or her parcel may apply to the City Engineer for a user fee adjustment. The adjustment request must state the grounds for adjustment and must be filed in writing with the City Engineer no later than thirty days after receipt of billing. The City Engineer shall review the request and basis for user charges to determine whether an error was made in the calculation or application of the fee.

(b) An appeal of a City Engineer's decision may be brought before the City Manager within thirty days after the date of the City Engineer's decision. The decision of the City Manager is final and conclusive. If an appeal of charges is successful, credit will be applied to all charges from the time of the appealed billing, and will be reflected on a future billing after the appeal is granted.

**6-15-108. Prohibitions.**

It is unlawful for any person to:

(a) Track mud or sediment onto public streets by construction or delivery vehicles. Provisions shall be made at all construction sites to clean the vehicles before vehicles leave the site.

(b) Washout concrete trucks at sites other than pre-approved designated areas. Dumping of excess concrete shall not be allowed.

(c) Stockpile construction or yard improvement materials or debris in the street or in the gutter. This includes but is not limited to ramps being constructed for temporary access across the existing curb and gutter; stockpiling of topsoil or other fill material; stockpiling of sand, gravel, landscape rock, bark, mulch or any other material that may be considered a source of pollution in the storm water system.

**6-15-109. Illicit discharges.**

(a) No person shall discharge or cause or allow to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

(b) The commencement, conduct or continuance of any discharge to the storm drain system is prohibited except as described as follows:

- (18) water line flushing or other potable water sources,
- (19) landscape irrigation or lawn watering,
- (20) diverted stream flows,
- (21) rising ground water,
- (22) ground water infiltration to storm drains,
- (23) uncontaminated pumped ground water,
- (24) foundation or footing drains,
- (25) crawl space pumps,
- (26) air conditioning condensation,
- (27) springs,
- (28) individual residential washing of vehicles,
- (29) natural riparian habitat or wet-land flows,
- (30) swimming pools (if dechlorinated to less than one PPM chlorine),
- (31) residual street wash water
- (32) emergency fire fighting activities,
- (33) discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- (34) Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

(c) The prohibition shall not apply to any non-storm water discharge permitted under a UPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the State of Utah, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(d) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(e) This prohibition expressly includes, without limitation, connections of sanitary sewer lines to the MS4.

**6-15-110. Development Storm Water Discharge Permit Required .**

(a) Owners and operators of any development or re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to obtain a Storm Water Discharge Permit from the City.

(b) No person shall be granted a storm water discharge permit without the approval of a Storm Water Pollution Prevention Plan by the City Engineer.

(c) A storm water discharge permit will only be approved where storm drains have adequate capacity for the accommodation of such water.

(d) No storm water discharge permit is required for the following activities:

- (4) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
- (5) Existing nursery and agricultural operations conducted as a permitted main or accessory use.
- (6) Additions or modifications to existing single-family structures unless otherwise specifically required in this chapter.

**6-15-111. Permit Application Requirements**

(a) Application for a construction storm water discharge permit shall be filed with the City Engineer. Applicants are required to obtain a permit prior to commencement of work. Each permit application shall bear the name and address and contact information of the owner of the site, developer of the site, contractor(s) working at the site, and of any consulting firm retained by the applicant. The application shall be accompanied by a filing fee and a site specific storm water pollution prevention plan.

(b) The applicant is required to file a letter of credit or cash deposit in an amount deemed sufficient by the Engineering Department to cover all costs of implementation and maintenance of the approved Storm Water Pollution Prevention Plan including costs for improvements, landscaping, and maintenance of improvements for such period as specified by the city, and also to cover engineering and inspections costs and the cost to repair improvements installed on the site and damaged by uncontrolled erosion and sediment from the construction site.

**6-15-112. Permit Fees.**

(a) The City shall charge and the Permittee shall pay upon issuance of the permit, fees for costs associated with the work performed under the permit. Such costs could include costs for reviewing the project and issuing the permit, inspections of the project, deterioration of existing Public Improvements or diminution of the useful life of existing Public Improvements, and other costs to the City associated with the work to be done under the permit. All costs shall be assessed in a non-discriminatory manner.

(b) The City Engineer may reduce or waive permit fees or penalties or portion thereof provided for in this Chapter, when he/she determines that such permit fee or penalty:

- (1) pertains to construction or rehabilitation of housing for Persons whose income is below the median income level for the City; or
- (2) pertains to work by a contractor on City owned systems at the request of the City.

(c) Additional charges to cover the reasonable cost and expenses of any required engineering review, inspection, and work site restoration associated with each undertaking may be charged by the City to each Permittee, in addition to the initial permit fee.

(d) The fee structure for review of any storm water discharge permit application shall be established by the City Engineer. All of the monetary contributions shall be credited to a local budgetary category to support local plan review, inspection and program administration, and shall be made prior to the issuance of any permit for the development.

**6-15-113. Permit - Contents - Duration and Extensions.**

(a) Each permit application shall state the estimated starting and completion dates of construction. Work shall be completed within a reasonable period of time 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:

- (6) The scope of work to be performed under the permit;
- (7) Protecting existing public improvements impacted by the work;
- (8) The seasons 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 environment.

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

(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. The length of the extension requested by the Permittee shall be subject to the approval of the City Engineer.

(c) The Storm Water Pollution Prevention Plan shall be amended as required for an extension.

**6-15-114. Permit - No Transfer or Assignment.**

Permits shall not be transferable or assignable, and work shall not be performed under a permit in any place other than that specified in the permit. Nothing herein contained shall prevent a Permittee from subcontracting the work to be performed under a permit; provided, however, that the holder of the permit shall be and remain responsible for the performance of the work under the permit, and for all bonding, insurance and other requirements of this Chapter and under said permit. Subcontractors shall also be appropriately licensed, insured and bonded.

**6-15-115. Storm Water Pollution Prevention Plan**

(a) A Storm Water Pollution Prevention plan shall be required with all permit applications providing for erosion and sediment control and storm water management during the land disturbing activity and after the activity has been completed. The Storm Water Pollution Prevention Plan must meet the requirements of the current UPDES Storm Water General Permit for Construction Activities.—~~The Storm Water Pollution Prevention Plan shall be prepared in accordance with the checklist provided by the Engineering Department~~

~~and must be certified by a professional engineer.~~

(b) For development or redevelopment occurring on a previously developed site, an applicant shall be required to include within the Storm Water Pollution Prevention Plan measures for controlling existing storm water runoff discharges from the site in accordance with the standards of this Ordinance.

#### **6-15-116. Long-Term Storm Water Management Requirements**

Controlling Peak Runoff from Sites. All site designs shall establish storm water management practices to control the peak flow rates of storm water discharge associated with specified design storms having a 10-year return frequency or a 25-year return frequency if located in the Residential Foothill subzone. These practices shall mirror pre-development peak runoff from the site.

Owners and operators of development and re-development sites within the jurisdictional limits of the City which disturb one acre or more of surface area, or are part of a common plan of development that disturbs one acre or more and have not passed a final storm water inspection for notice of termination are required to meet the following requirements:

(a) Controlling Runoff Volume from New Development Sites. New development projects must manage on-site and prevent the off-site discharge of the precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(b) Controlling Runoff Volume from Redevelopment Sites. Redevelopment projects must be developed such that either:

- (1) There is no more than 10% increase to impervious surface area at project completion; or
- (2) At project completion the net increase in volume associated with precipitation from all rainfall events less than or equal to the 80<sup>th</sup> percentile rainfall event is managed on site by the use of practices that infiltrate, evapotranspire, and/or harvest rainwater.

(c) Additional Storm Water Design Requirements. Storm water discharges from land uses or activities with higher potential pollutant loadings, as determined by the City Engineer, may require the use of specific structural best management practices and pollution prevention practices based on policy established by the City Engineer. Prior to design, applicants are required to consult with the Engineering Department to determine if they are subject to additional storm water design requirements.

#### **6-15-117 Storm Water Management Design Criteria**

(a) Peak Runoff Calculations. Hydrologic design calculations for the pre-development and post-development conditions must show that the proposed storm water management measures are capable of controlling runoff from the site in compliance with this ordinance based on specified design storms. A description and source of all parameters used in the calculations shall be included. The calculations should be based on one of the following:

- (1) Rational Method
- (2) National Resources Conservation Service (NRCS) Method
- (3) Unit Hydrograph derived from locally-observed data
- (4) Any methodology as approved by the city engineer

(b) Retention Volume Calculations. Calculations used to determine Retention Volumes including the 80<sup>th</sup> Percentile Storm Depth, Project Volume Retention Goal, Water Quality Volume, and Volumetric Runoff Coefficient shall be based on methods described in the current edition of the Utah Division of Water Quality publication: *A Guide to Low Impact Development within Utah*,

(c) Practices used for the on-site management of precipitation and specific design performance criteria shall be according to a list of approved practices provided by the Engineering Department.

(d) Design Feasibility. All site designs shall be within feasibility constraints as determined by the City Engineer. A list of feasibility constraints will be provided by the Engineering Department.

If the standard to control runoff volume on a site is not feasible due to constraints, then said standard must be met to the maximum extent feasible and an alternative treatment design shall be provided for all runoff under said standard that is not controlled on site.

(e) Soils Information: If a storm water management control measure fundamentally depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles and soil survey reports.

(d) Maintenance Agreements. All storm water treatment facilities shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. The agreement shall include:

- (1) Provisions allowing for access, inspections, and corrective action
- (2) Provisions for the Engineering Department to notify the responsible party if storm water facilities are found to contain any defects or are not being adequately maintained;
- (9) Provide that if the property is not maintained or repaired within the prescribed schedule, the City Engineer may perform the maintenance and repair at its expense, and assess the owner(s) of the facility for the cost of necessary work and any penalties; and
- (10) Any other provisions necessary to accomplish the goals of this Chapter as determined by the City Engineer.

**6-15-118. Storm Water Discharge Permit Waiver.**

(a) Every applicant shall provide ~~for~~ storm water management as required by this chapter unless a written request is filed to waive this requirement or any part thereof. Requests to waive the storm water management requirements shall be submitted to the City Engineer for approval.

(b) The minimum requirements for storm water management may be waived in whole or in part upon written request of the applicant, provided that at least one of the following conditions applies:

- (1) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this ordinance.
- (2) Provisions are made to manage storm water by an off-site facility. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of storm water control that is equal to or greater than that which would be afforded by on-site practices and there is a legally obligated entity responsible for long-term operation and maintenance of the facility.

(c) In instances where one of the conditions above applies, the City Engineer may grant a waiver from strict compliance with these storm water management provisions, as long as acceptable mitigation measures are provided. However, to be eligible for a waiver, the applicant must demonstrate to the satisfaction of the City Engineer that the waiver will not result in the following impacts to downstream waterways:

- (1) Deterioration of existing culverts, bridges, dams, and other structures;

- (2) Degradation of biological functions or habitat;
- (3) Accelerated streambank or streambed erosion or siltation;
- (4) Increased threat of flood damage to public health, life, property

(d) Furthermore, where compliance with minimum requirements for storm water management is waived, the applicant will satisfy the minimum requirements by meeting one of the mitigation measures selected by the city. Mitigation measures may include, but are not limited to, the following:

- (1) The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reforestation. These lands should be located adjacent to the stream corridor in order to provide permanent buffer areas to protect water quality and aquatic habitat,
- (2) The creation of a storm water management facility or other drainage improvements on previously developed properties, public or private, that currently lack storm water management facilities designed and constructed in accordance with the purposes and standards of this ordinance,
- (3) Monetary contributions (Fee-in-Lieu) to fund storm water management activities such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, and monitoring of storm water management practices.)

(e) Fee in Lieu of Storm Water Management Practices. Where the Engineering Department waives all or part of the minimum storm water management requirements, or where the waiver is based on the provision of adequate storm water facilities provided downstream of the proposed development, the applicant shall be required to pay a fee in an amount as determined by the Engineering Department. When an applicant obtains a waiver of the required storm water management, the monetary contribution required shall be in accordance with a fee schedule (unless the developer and the storm water authority agree on a greater alternate contribution) established by the Engineering Department, and based on the cubic feet of storage required for storm water management of the development in question. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

(f) Dedication of Land. In lieu of a monetary contribution, partially or totally, an applicant may obtain a waiver of the required storm water management by entering into an agreement with the City Engineer for the granting of an easement or the dedication of land by the applicant, to be used for the construction of an off-site storm water management facility. The agreement shall be entered into by the applicant and the City Engineer prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

**6-15-119. Review and Approval**

(a) The Engineering Department will review each application to determine its conformance with the provisions of this regulation. Within ~~30~~14 days after receiving ~~an~~a complete application, the Engineering Department shall, in writing:

- (1) Approve the permit application;
- (2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this regulation, and issue the permit subject to these conditions; or



(3) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application and/or submission.

(b) Failure of the Engineering Department to act on an original or revised application within the specified time period shall authorize the applicant to proceed in with the plans as filed unless such time is extended by agreement between the applicant and the Engineering Department.

**6-15-120. Inspection**

(a) Field inspections shall be conducted by the Engineering Department or other designated agent as outlined in the inspection ~~checklist~~ procedure provided by the Engineering Department.

(b) Where it is necessary to make an inspection to enforce the provisions of this ordinance, or where the City Engineer has reasonable cause to believe that there exists upon a premises a condition which is contrary to or in violation of this ordinance the City Engineer or designee is authorized to enter the premises at reasonable times to inspect or to perform the duties imposed by this ordinance, provided that if such premises be occupied that credentials be presented to the occupant and entry requested. If such premises be unoccupied, the City Engineer shall first make a reasonable effort to locate the owner or other person having charge or control of the premises and request entry. If entry is refused, the City Engineer shall have recourse to the remedies provided by law to secure entry.

**6-15-121. As Built Plans**

All applicants are required to submit actual "as built" plans for any storm water management practices located on-site after final construction is completed. The plan must show the final design specifications and maintenance requirements for all storm water management facilities and must be certified by a professional engineer. A final inspection by the Engineering Department is required before the release of any performance securities can occur.

**6-15-122. Enforcement**

(a) Stop-Work Order; Revocation of Permit. In the event that any person holding a building permit or site development permit pursuant to this ordinance violates the terms of the permit or implants site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site ~~so or~~ as to be materially detrimental to the public welfare, environment, or injurious to property or improvements in the neighborhood, the Engineering Department may suspend or revoke the site development permit and/or building permit. If cause for permit suspension or revocation is a storm water discharge permit violation that does not pose an immediate or imminent threat to water quality, the Engineering Department must first follow an enforcement procedure which includes providing notice of the violation and opportunity to correct it before suspending or revoking the site development permit and/or building permit.-

(b) Violation and Penalties. Whenever the Engineering Department finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice to the responsible person or property owner. Such notice may require, without limitation:

- (7) The performance of monitoring, analyses, and reporting;
- (8) The elimination of illicit connections or discharges;
- (9) That violating discharges, practices, or operations shall cease and desist;
- (10) The abatement or remediation of storm water pollution or contamination hazards and the

restoration of any affected property;

(11) Payment of a fine to cover administrative and remediation costs; and

(12) The implementation of source control or treatment BMPs.

(c) Any person violating any of the provisions of this ordinance shall be deemed guilty of a Class C misdemeanor and each day during which any violation of any of the provisions of this ordinance is committed, continued, or permitted, shall constitute a separate offense.

(d) Any work done or condition created or allowed, in violation of this ordinance is hereby declared to be a public nuisance, which may be abated by a civil legal action by the City Attorney.

**6-15-123. Appeals**

Any enforcement action taken by the City Engineer according to this Chapter may be appealed to the City Manager by filing a written notice of appeal within ten days of the action of the City Engineer. The City Manager shall hear such appeal, and render his/her decision within 14 days following notice of such appeal.

# City Council Staff Report

**Subject:** Armored Vehicle Interlocal Agreement  
**Author:** Chief Biehler  
**Department:** Police Department  
**Date:** January 7, 2025



## **Background**

In 2010, The Davis County Sheriff's Office applied for and received grant monies through The Homeland Security Grant Program for an armored vehicle. The vehicle is used to prepare for, prevent, respond to, and recover from terrorist attacks and other life safety responses. The armored vehicle purchased is a 2011 Ford 550 Super Duty and has been upfitted with armor. The vehicle is known as a Bearcat. The Davis County Sheriff's Office, Layton Police (North Davis SWAT), and Bountiful Police (South Davis SWAT) are authorized to use the vehicle. Currently the vehicle is stored at DCSO and maintained by DCSO.

## **Analysis**

The Bearcat is a vehicle that is regularly used by the South Davis Metro SWAT Team. It is standard to have this vehicle deployed to any incident that requires the use of our SWAT Team. DCSO has always stored and facilitated the regular maintenance of the vehicle. In the last year another SWAT was using the Bearcat and caused damage to it. The damage turned out to be costly to repair. The agency was willing to pay for the cost of the repairs but asked DCSO if they could have the county insurance pay for the repairs and the damaging entity would pay the deductible. During that process it was determined that an interlocal agreement should be established between the three entities that use the vehicle.

The interlocal agreement addresses the following main issues:

- 1-The process that will be used in the event of damage while in possession of another agency.
- 2-Creates guidelines and priorities for usage (i.e. an active operation would take priority over a public relations event).
- 3-The process for reserving the bearcat and how conflicts in those reservations will be resolved.
- 4-Outlines the responsibilities of the county (regular maintenance, repairs, and upkeep).
- 5-Establishes ownership of the vehicle for insurance purposes.

## **Department Review**

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

## **Significant Impacts**

None

**Recommendation**

Staff recommends City Council approval of Resolution 2025-01 adopting an Interlocal Agreement for use of the armored Bearcat with Davis County.

**Attachments**

- Resolution 2025-01
- Bountiful City and DCSO Interlocal Cooperation Use Agreement



# CITY OF BOUNTIFUL

**MAYOR**  
Kendalyn Harris

**CITY COUNCIL**  
Kate Bradshaw  
Beth Child  
Richard Higginson  
Matt Murri  
Cecilee Price-Huish

**CITY MANAGER**  
Gary R. Hill

## **BOUNTIFUL CITY, UTAH RESOLUTION NO. 2025-01**

### **A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT WITH LAYTON CITY AND DAVIS COUNTY**

WHEREAS, Bountiful City, Davis County and Layton City are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful City through the South Davis SWAT team has a need for access to an armored vehicle; and

WHEREAS, Layton City through the North Davis SWAT team has a need for access to an armored vehicle; and

WHEREAS, The Davis County Sheriff's Office purchased an armored vehicle for use within its jurisdiction; and

WHEREAS, Bountiful City and Layton City desire to enter into an Interlocal Cooperation Agreement with Davis County to regulate and establish access of an armored vehicle; and

WHEREAS, Bountiful City, Layton City, and Davis County have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with Layton City and Davis County and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 14th day of January 2025.

Kendalyn Harris, Mayor

ATTEST:

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City Recorder

RESOLUTION 24-34

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION USE AGREEMENT BETWEEN DAVIS COUNTY, LAYTON CITY, AND BOUNTIFUL CITY FOR USE OF AN ARMORED LAW ENFORCEMENT TACTICAL VEHICLE (THE BEARCAT)**

**WHEREAS**, Davis County applied for and received grant monies through the 2010 Homeland Security Grant Program to prepare for, prevent, respond to, and recover from potential terrorist attacks and other hazards; and

**WHEREAS**, Davis County used grant monies to acquire and hold title to a 2011 Ford F550 Super Duty, which has been modified for use as an armored law enforcement tactical vehicle (the Bearcat); and

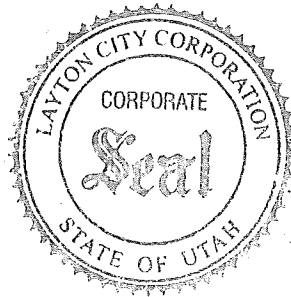
**WHEREAS**, Layton City, acting through the Layton City Police Department, desires to use the Bearcat for special law enforcement activities in accordance with the provisions of this Agreement; and

**WHEREAS**, it is in the best interest of the citizens of Layton to approve this Interlocal Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the agreement entitled "Interlocal Cooperation Use Agreement" between Davis County, Layton City, and Bountiful City, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute and deliver the Interlocal Agreement and the Mayor is authorized to approve the final terms of the Interlocal Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this 19<sup>th</sup> day of December, 2024.



  
\_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

  
\_\_\_\_\_  
KIMBERLY S READ, City Recorder

**INTERLOCAL COOPERATION USE AGREEMENT**

This Interlocal Cooperation Use Agreement (this “Agreement”) is between Davis County, a body corporate and politic and legal subdivision of the State of Utah (the “County”), Layton City, a municipal corporation of the State of Utah (“Layton City”), and Bountiful City, a municipal corporation of the State of Utah (“Bountiful City”). The County, Layton City and Bountiful City may be collectively referred to as the “Parties” in this Agreement or may be solely referred to as a “Party” in this Agreement. Layton City and Bountiful City may be collectively referred to as the “Cities” in this Agreement. Layton City and Bountiful City may be individual referred to as “City” in this Agreement.

**Recitals**

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

B. WHEREAS, the County applied for and received grant monies through the 2010 Homeland Security Grant Program (“HSGP”) to prepare for, prevent, respond to and recover from potential terrorist attacks and other hazards (The HSGP is a primary funding mechanism for building and sustaining national preparedness capabilities);

C. WHEREAS, the County used grant monies to acquire, and holds title to, a 2011 Ford F550 Super Duty which has been modified for use as an armored law enforcement tactical vehicle (the “Bearcat”);

D. WHEREAS, Layton City, acting through the Layton City Police Department, desires to use the Bearcat for special law enforcement activities in accordance with the provisions of this Agreement;

E. WHEREAS, Bountiful City, acting through the Bountiful City Police Department, desires to use the Bearcat for special law enforcement activities in accordance with the provisions of this Agreement;

F. WHEREAS, the County, including the Davis County Sheriff’s Office, desires to allow the Cities, acting through each City’s police department, to use the Bearcat for special law enforcement activities;

G. WHEREAS, the Parties desire to clarify which law enforcement agency will have priority to use of the Bearcat;

H. WHEREAS, Layton City, in exchange for the Layton City Police Department’s use of the Bearcat, desires to make the County whole for any loss or damage regarding the Bearcat while the Bearcat is in the possession of or being used by the Layton City Police Department;

I. WHEREAS, Bountiful City, in exchange for the Bountiful City Police Department’s use of the Bearcat, desires to make the County whole for any loss or damage regarding the Bearcat while the Bearcat is in the possession of or being used by the Bountiful City Police Department; and

J. WHEREAS, the governing bodies of each of the Parties have agreed to the terms in this Agreement and have authorized entering into this Agreement.



The Parties therefore agree as follows:

1. Purposes. The purposes of this Agreement include, but are not limited to, the following:
  - a. To authorize the Layton City Police Department and the Bountiful City Police Department to use the Bearcat for special law enforcement activities, subject to the other provisions of this Agreement;
  - b. To establish the law enforcement agencies which will have priority to use the Bearcat and the circumstances under which such law enforcement agencies will have priority to use the Bearcat; and
  - c. To establish the Parties' duties, obligations, responsibilities and otherwise relating to the Bearcat;
  - d. To allocate risk between the Parties regarding damage to the Bearcat or liability arising from, in connection with, or relating in any way to possession or use of the Bearcat; and
  - e. All other purposes set forth by the express or implied provisions of this Agreement.
2. Authorization to Use the Bearcat.
  - a. The County authorizes Layton City, acting through the Layton City Police Department, to use the Bearcat for special law enforcement activities in accordance with all of the provisions of this Agreement, including the following provisions:
    - 1) In order to use the Bearcat, an authorized representative of the Layton City Police Department shall contact an authorized representative of the Davis County Sheriff's Office and make a request to use the Bearcat, which request must identify one or more purpose(s) for using the Bearcat for special law enforcement activities as well as the date(s), time(s), and place(s) for use of the Bearcat;
    - 2) The County shall not unreasonable deny a request by the Layton City Police Department for use of the Bearcat; and
    - 3) The Layton City Police Department, upon approval of a request made to use the Bearcat, shall access the Bearcat at the location where the Bearcat is currently stored and shall return the Bearcat to the location where the Bearcat was accessed, unless the Layton City Police Department and the Davis County Sheriff's Office agree otherwise.
  - b. The County authorizes Bountiful City, acting through the Bountiful City Police Department, to use the Bearcat for special law enforcement activities in accordance with all of the provisions of this Agreement, including the following provisions:
    - 1) In order to use the Bearcat, an authorized representative of the Bountiful City Police Department shall contact an authorized representative of the Davis County Sheriff's Office and make a request to use the Bearcat, which request must identify one or more purpose(s) for using the Bearcat for special law enforcement activities as well as the date(s), time(s), and place(s) for use of the Bearcat;
    - 2) The County shall not unreasonable deny a request by the Bountiful City Police Department for use of the Bearcat; and
    - 3) The Bountiful City Police Department, upon approval of a request made to use the Bearcat, shall access the Bearcat at the location where the Bearcat is currently stored

and shall return the Bearcat to the location where the Bearcat was accessed, unless the Bountiful City Police Department and the Davis County Sheriff's Office agree otherwise.

3. Priority for Using the Bearcat. The law enforcement agency which will have priority to use the Bearcat is as follows:

a. The law enforcement agency who establishes an urgent need to use the Bearcat due to a special law enforcement activity that is imminent or active and threatens the health, safety, or welfare of the public;

b. The Davis County Sheriff's Office for any special law enforcement activity;

c. The Layton City Police Department or the Bountiful City Police Department when a proper request by such police department has been made to the Davis County Sheriff's Office, such request has been approved by the Davis County Sheriff's Office, and the date(s), time(s), and place(s) have been reserved for such police department's use;

d. The Layton City Police Department or the Bountiful City Police Department when a request is made within 96 hours or less of the desired date and time for use of the Bearcat and such request is not in conflict with any of the uses having greater priority as set forth in this section above; and

e. The Parties agree that the Davis County Sheriff's Office shall have full discretion and authority to determine which of the law enforcement agencies identified in this Agreement may use the Bearcat when there are multiple requests made to use the Bearcat which are in conflict and which cannot be resolved by following the foregoing provisions of this section regarding priority to use the Bearcat.

4. The County's Duties, Obligations, Responsibilities, or Otherwise.

a. The County shall be fully and solely responsible for all costs, expenses, or otherwise related to the regular maintenance of the Bearcat.

b. The County shall be solely responsible for registering and licensing the Bearcat and all costs or expenses related thereto.

c. The County shall be responsible for storing the Bearcat when not in use.

d. Subject to the provisions of Section 1, Subsections c, d, and e of this Agreement as well as Section 13 of this Agreement, the County shall have a plan of self-insurance to cover physical damage to the Bearcat to allow for the expedient repair of the Bearcat.

e. Subject to the provisions of Section 1, Subsections c, d, and e of this Agreement as well as Section 13 of this Agreement, the County shall have a plan of self-insurance to cover the liability related to the use or possession of the Bearcat in accordance with state law.

5. The Cities' Duties, Obligations, Responsibilities, or Otherwise.

a. Subject to the provisions of Section 1, Subsections c, d, and e of this Agreement as well as Section 11 of this Agreement, the Cities each agree that it will reimburse the County the amount of any deductible incurred by the County under the County's plan of self-insurance arising from, in connection with, or relating in any way to such City's possession or use of the Bearcat; and

b. The Cities agree to only allow law enforcement employees certified to operate an emergency vehicle under state law to operate the Bearcat.

6. 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").

7. 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 five years from the Effective Date of this Agreement.

8. Termination of Agreement. This Agreement may be terminated prior to the completion of this Agreement's express term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By the County, with or without cause, 90 calendar days after the County sends a notice to terminate this Agreement to Layton City and Bountiful City;
- c. By any of the Parties:
  - 1) After any material breach of this Agreement; and
  - 2) 30 calendar days after the non-breaching 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 30 calendar days, if the nature of the cure is such that it reasonably requires more than 30 calendar days to cure the breach, and the breaching Party commences the cure within the 30 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
- d. As otherwise set forth in this Agreement or as permitted by law, regulation, or in equity.

9. Ownership of the Bearcat. For the duration of this Agreement and upon the expiration or termination of this Agreement, the Bearcat is owned solely by the County and shall remain the sole property of the County.

10. Administration. This Agreement shall be administered solely by and at the sole discretion of the County. The County may, in its sole discretion, dispose of the Bearcat prior to the expiration of the term of this Agreement or upon the expiration or termination of this Agreement. The Parties agree that if the Bearcat is disposed of by the County prior to the expiration or termination of this Agreement, then this Agreement will terminate on the date of the disposition of the Bearcat.

11. Notices. Any notices that may or must be sent under the terms or provisions of this Agreement should be delivered either by hand delivery or by United States mail, postage prepaid, as follows (or to an alternative contact or address that is subsequently provided in writing to the other two Parties):

<u>To Layton City:</u>	<u>To Bountiful City:</u>	<u>To the County:</u>
Layton City Attn: Police Chief 437 N Wasatch Dr Layton, UT 84041	Bountiful City Attn: Police Chief 805 S Main St Bountiful, UT 84010	Davis County Attn: Davis County Sheriff PO Box 618 Farmington, UT 84025

12. Damages. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for its own actions, activities, or business sponsored or conducted by such a Party as well as for the actions, activities, or business sponsored or conducted by such Party's officials, employees, or volunteers.

13. Indemnification and Hold Harmless. Notwithstanding any other section or provision of this Agreement, each City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, or any person or persons under the supervision, direction, or control of each 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, including attorneys’ fees, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to such City’s or such City Representatives’ possession or use of the Bearcat, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Notwithstanding any other section or provisions of this Agreement, each City, for itself, and on behalf of each City’s Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise, and all fees, including attorneys’ fees, expenses, or otherwise, relating to the Claims and incurred by the 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 applicable City within 30 calendar days after the County provides the City with documents evidencing such costs or fees. No other section or provision of this Agreement, including, but not limited to, insurance or indemnity coverage that may be required under this Agreement, shall limit or waive any liability that each City may have arising from, in connection with, or relating in any way to this Agreement, or the negligent acts or omissions of the applicable City or the applicable City Representatives as it relates in any way to the County.

14. 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, except Section 13 of this Agreement, 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 *Governmental Immunity Act of Utah*.

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

16. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review as to proper form and compliance with applicable law 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. 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.

17. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice any 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.

18. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, 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. The County’s 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. The Cities’ employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees

of the applicable City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

19. 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 any 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.

20. 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 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.

21. Force Majeure. In the event that any 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, pandemics, epidemics 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.

22. 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 all of the Parties.

23. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, 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, 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, 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.

24. 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.

25. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights 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.

26. 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 Cities to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

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

28. 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.

29. 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.

30. 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.

WHEREFORE, the Parties have signed this Agreement on the dates set forth on the following signature pages.

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



LAYTON CITY

\_\_\_\_\_  
Mayor: *Joy Petrus*  
Dated: December 19, 2024

ATTEST:

*Kimberlys Read*  
Layton City Recorder  
Dated: December 19, 2024

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

*Jadyn Applonie*  
\_\_\_\_\_  
FOR: Layton City Attorney  
Dated: 11-14-24

*As 11-14-24*

LAYTON CITY



Mayor: Joy Petus  
Dated: December 19, 2024

ATTEST:

Kimberly S Read  
Layton City Recorder  
Dated: December 19, 2024

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Jodym Applonie  
FOR: Layton City Attorney  
Dated: 11-14-24

AS 11-14-24



LAYTON CITY



ATTEST:

\_\_\_\_\_  
Mayor: *Jay Petus*  
Dated: *December 19, 2024*

*Kimberly Read*  
\_\_\_\_\_  
Layton City Recorder  
Dated: *December 19, 2024*

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

*Jodym Applonie*  
\_\_\_\_\_  
FOR: Layton City Attorney  
Dated: *11-14-24*

*AS 11-14-24*

BOUNTIFUL CITY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bountiful City Recorder

Dated: \_\_\_\_\_

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Bountiful City Attorney

Dated: \_\_\_\_\_

DAVIS COUNTY

\_\_\_\_\_  
Chair, Board of Davis County of Commissioners  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk  
Dated: \_\_\_\_\_

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Davis County Attorney's Office, Civil Division  
Dated: \_\_\_\_\_



# City Council Staff Report



**Subject:** 750 KVA GE/Prolec Transformer Purchase from Anixter Inc.  
**Author:** Allen Ray Johnson, Director  
**Department:** Light & Power  
**Date:** January 14, 2025

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## **Background**

Transformers continue to be hard to purchase and their lead times are a factor in keeping an adequate inventory. These two transformers will be ordered and will be used at the Renaissance Center for the two new building being built.

## **Analysis**

Specifications and an invitation to submit a quote for the transformers were sent out to three (3) major suppliers.

2 (ea.) 750 KVA three phase Pad

We received quotes from three (3) different suppliers. The results are as follows:

<b>Distributors/Manufacture</b>	<b>Total Transformer Cost</b>	<b>Delivery</b>
<b>Anixter Power Solutions- GE/Prolec Salt Lake City, Utah</b>	<b>\$87,452</b>	<b>In stock</b>
Western Electrical Ermco Salem, Utah	\$89,960	80 weeks
Stuart C Irby Co. Central Moloney West Valley City, UT	\$156,000	32-36 weeks

The bids were evaluated on both the purchase price and delivery. Staff is recommending that we purchase the transformer from Anixter Power Solutions because the transformers were in stock. These transformers were originally ordered by another utility and were in stock.

## **Department Review**

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

## **Significant Impacts**

These transformers will be purchased and placed into inventory until they are needed.

**Recommendation**

The Staff recommends approval to purchase the two 750 KVA GE/Prolec transformers from Anixter Power Solutions for the sum of \$87,452.

We will contact the Power Commission members individually and we will bring their recommendation to the City Council meeting that night.

**Attachments.**

None

# City Council Staff Report



**Subject:** Release of Easement at 365 N 1600 E  
**Author:** Lloyd Cheney, City Engineer  
**Department:** Engineering  
**Date:** January 14, 2025

## Background

Christian Cox, owner of the property located at 365 N 1600 E (Lot 305, Stone Creek Estates Phase 3) has requested the release of a Public Utility Easement along the east property line to accommodate the construction of a retaining wall which is proposed to be built in conjunction with the construction of a new home.

## Analysis

The subject easement on Lot 305 is a side yard utility easement which has a corresponding 5 ft wide easement on Lot 304. Easements associated with the properties on the west side of the cul-de-sac would only provide a location for future use by a utility within this subdivision as the adjacent property on the west side of the subdivision is owned by the City and has little to no development potential. Future utility access for service to these lots would be better served by the easements which parallel the street right of way because of the constraints imposed by the existing terrain and vegetation along the rear property lines of the west-side lots. Any future connectivity to the developable property between the cul-de-sac and Eagle Ridge Drive will be evaluated as part of the approval process for that development.

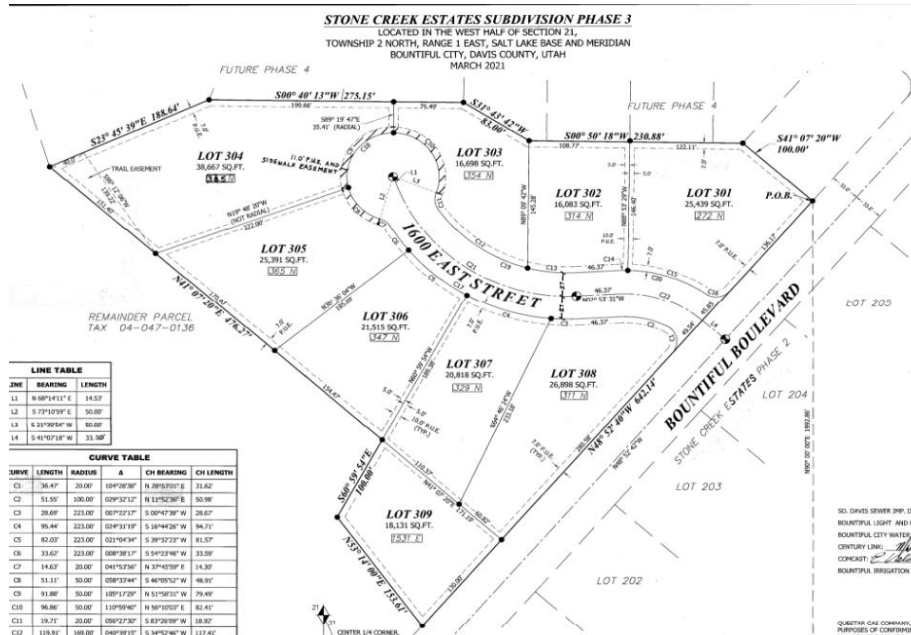


Figure 1 Stone Creek Estates, Phase 3

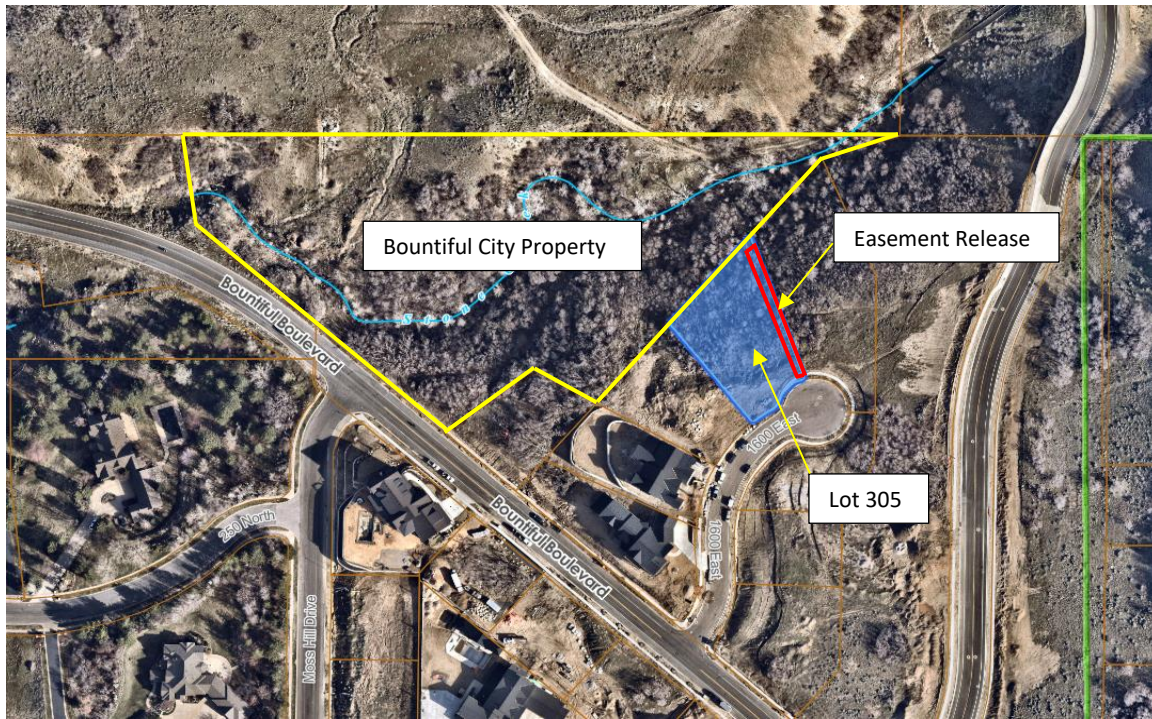


Figure 2 Lot 305 with easement release location and adjacent City-owned property.

**Department Review**

This report has been reviewed by the City Manager.

**Significant Impacts**

No significant impacts are anticipated.

**Recommendation**

- Staff recommends the City Council authorize the release of the Public Utility Easement on Lot 305 of the Stone Creek Estate Subdivision, Phase 3 as shown in the staff report and as described by the legal description.

**Attachments**

- Exhibit depicting the location of the requested release of easement
- Legal description of the portion of the easement to be released
- Utility signatures & associated documentation

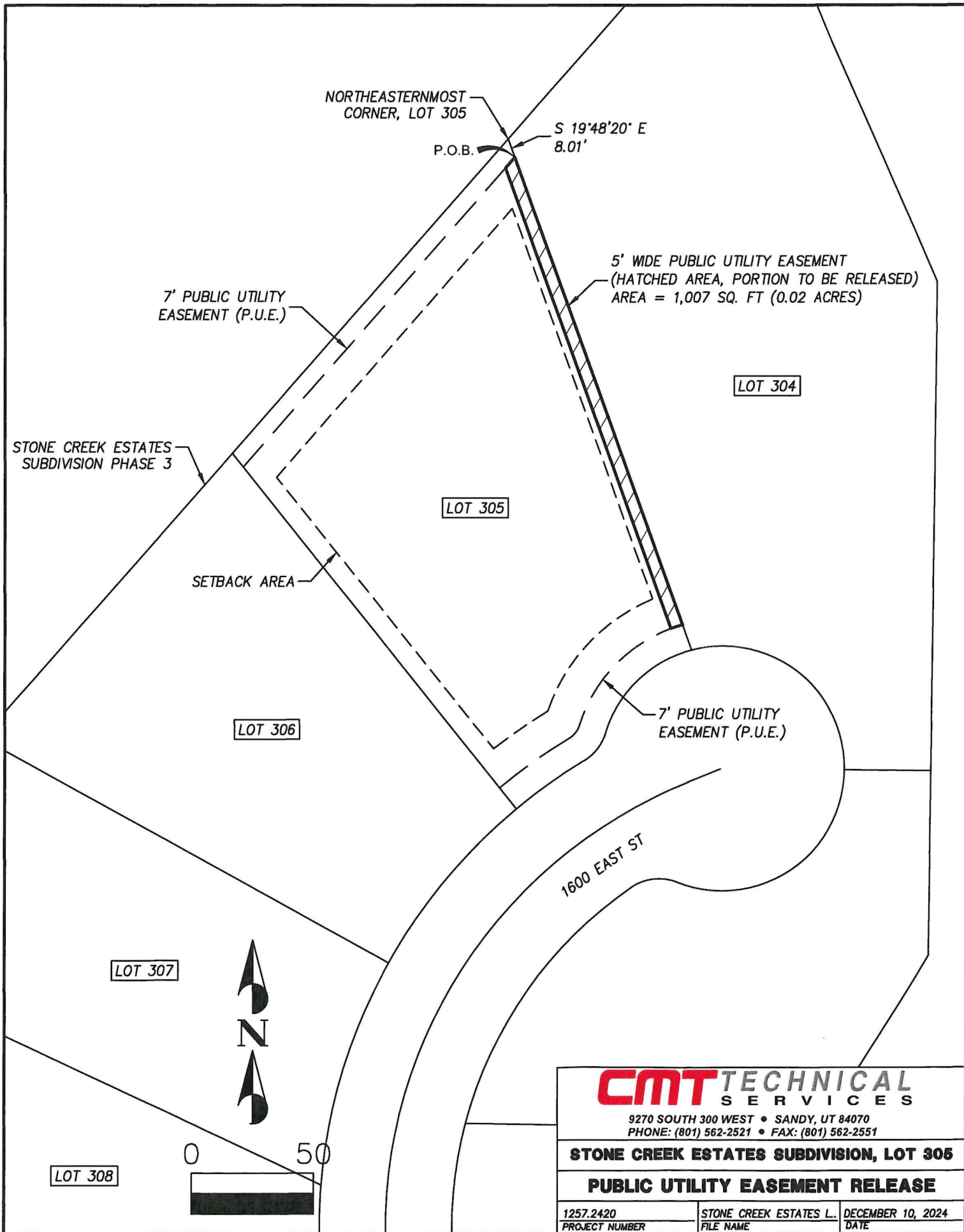


**STONE CREEK ESTATES SUBDIVISION, LOT 305  
EASTERN PUBLIC UTILITY EASEMENT RELEASE LEGAL DESCRIPTION  
BOUNTIFUL, UTAH  
December 10, 2024**

**Easement Release Description**

Beginning at a point which is South 19°48'20" East, 8.01 feet from the northeastern corner of Lot 305, as shown in Stone Creek Estates Subdivision Phase 3 (Basis of Bearing is South 00°55'39" West between the West Quarter Corner and Southwest Corner of Section 21, Township 2 North, Range 1 East, Salt Lake Base & Meridian), said Plat on file and of record in the Davis County Recorder's Office (Entry No. 3393474); and running thence South 19°48'20" East, along the easterly line of said lot, 202.95 feet to a point on a 61.00 foot radius curve to the left; thence 5.00 feet along said curve through a central angle of 04°42'01" (Chord bears South 72°05'30" West, 5.00 feet); thence North 19°48'20" West, 200.01 feet; thence North 41°07'20" East, 5.72 feet to the point of beginning.

Contains: 1,007 Sq. Ft. or 0.02 Acres



**CMT TECHNICAL SERVICES**

9270 SOUTH 300 WEST • SANDY, UT 84070  
 PHONE: (801) 562-2521 • FAX: (801) 562-2551

**STONE CREEK ESTATES SUBDIVISION, LOT 305**

**PUBLIC UTILITY EASEMENT RELEASE**

1257.2420	STONE CREEK ESTATES L.	DECEMBER 10, 2024
PROJECT NUMBER	FILE NAME	DATE

**RELEASE OF EASEMENT**

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

SEE ATTACHMENT

UTILITY COMPANY APPROVAL

Bountiful City Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Bountiful Light & Power R. Alan Farnus Date 12-11-2024  
Bountiful Subcon. District Kirk Galt Date 12/11/2024  
Dominion Energy \_\_\_\_\_ Date \_\_\_\_\_  
Century Link \_\_\_\_\_ Date \_\_\_\_\_  
Bountiful Water \_\_\_\_\_ Date 12-11-2024  
South Davis Sewer [Signature] Date 12-11-24  
South Davis Water [Signature] Date 12/11/24  
Comcast Television \_\_\_\_\_ Date \_\_\_\_\_  
Weber Basin Water \_\_\_\_\_ Date \_\_\_\_\_

Release of the easement described above was authorized by the action of the Bountiful City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

STATE OF UTAH )  
                                  )  
County of Davis  )

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

\_\_\_\_\_  
Notary Public

Seal

Space above for County Recorder's use  
PARCEL I.D.# 041960305

**DISCLAIMER OF UTILITY EASEMENT**

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

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 305, Stone Creek Estates Subdivision, located in the Northwest quarter of Section 21, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on December 12, 2024.

QUESTAR GAS COMPANY  
Dba Enbridge Gas Utah

By: Pauline Caraveo  
Authorized Representative

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

On December 12, 2024, personally appeared before me Pauline Caraveo, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.



Angela M Barber  
Notary Public

12/27/24



Attn: Levi Harper  
365 N 1600 E.  
Bountiful, UT 84010  
Via Email: levi@builtbycw.com

P864233  
No Reservations/No Objection

SUBJECT: Vacation request for eastern portion of a public utility easement within Lot 305, Stone Creek Estates Subdivision Phase 3, Parcel ID: 041960305 in Davis County, UT.

To Whom It May Concern:

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

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

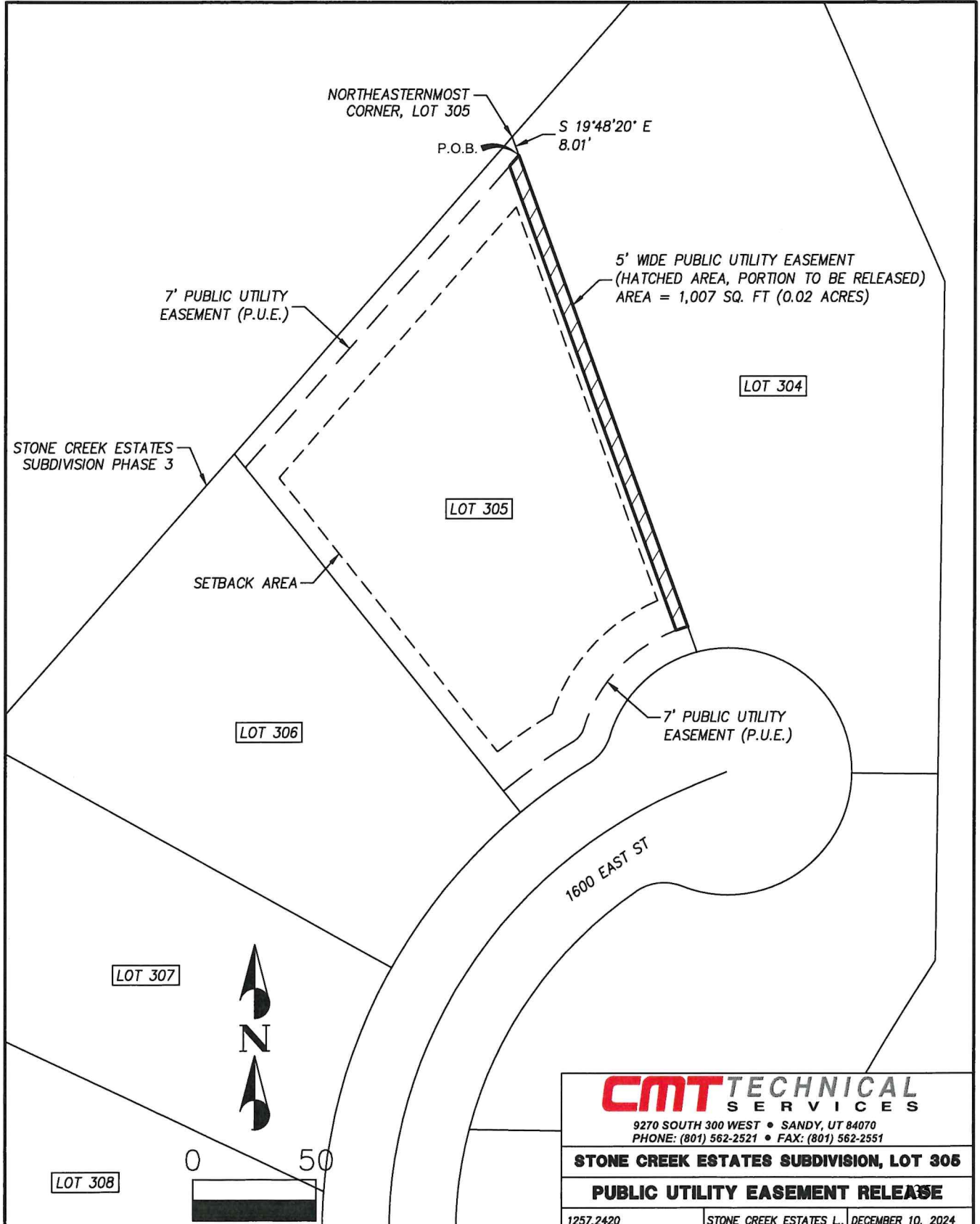
This vacation response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the vacated area as described, the Applicant will bear the cost of relocation and repair of said facilities.

Sincerely yours,

/s/

CenturyLink Right of Way Team  
Network Infrastructure Services

**EXHIBIT A**





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

December 13, 2024

Chase Howes  
365 North 1600 East  
Bountiful, UT 84010

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the East property lines of 365 North 1600 East, Bountiful, UT, as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

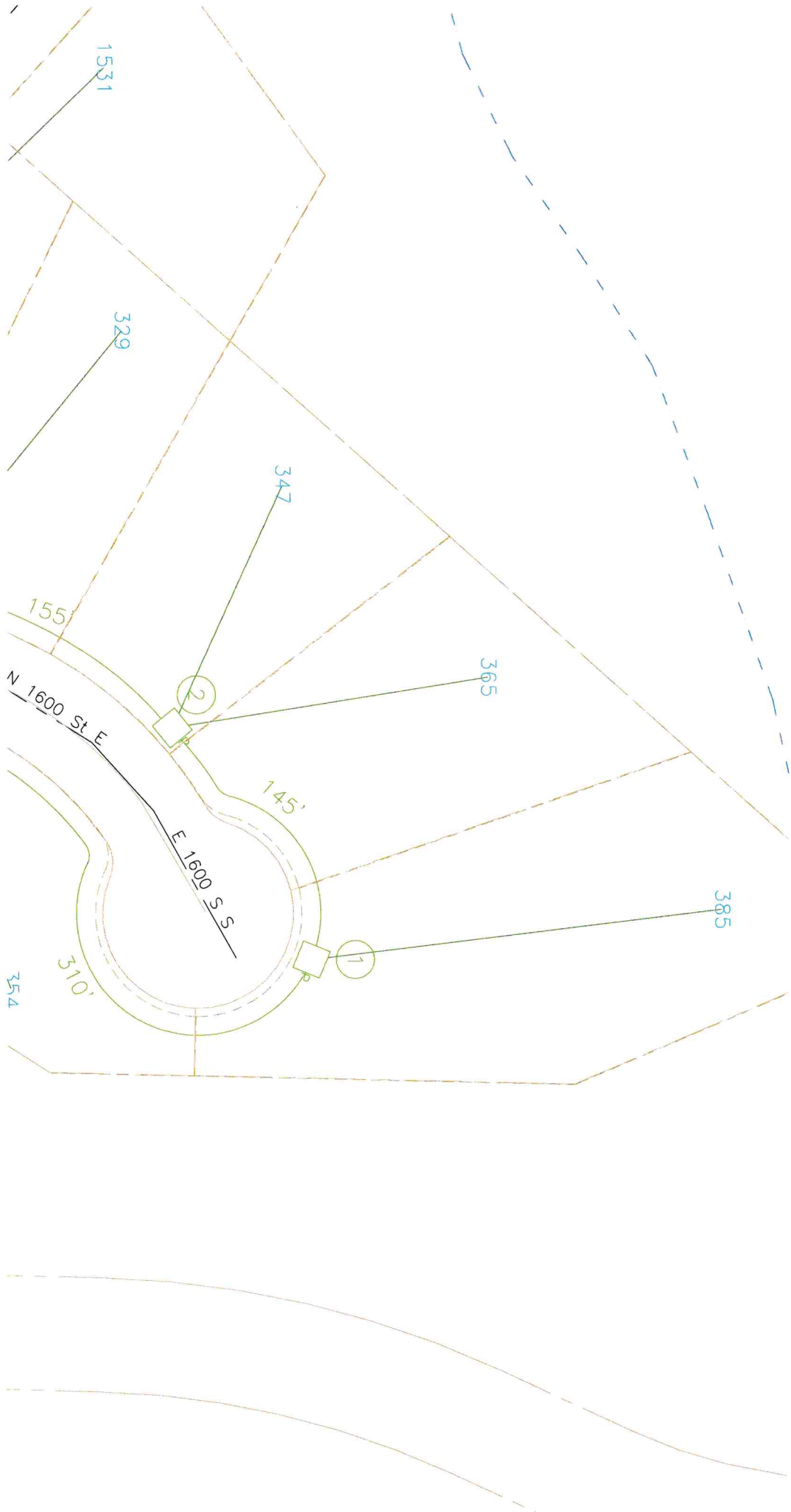
If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

*Annette Harm*

Annette Harm  
Authorized Representative







# WEBER BASIN WATER CONSERVANCY DISTRICT

2837 EAST HIGHWAY 193 • LAYTON, UTAH • PHONE (801)771-1677 • SLC (801) 359-4494 • FAX (801) 544-0103

December 16, 2024

Scott W. Paxman, PE  
General Manager/CEO

Board of Trustees:

Angie Osguthorpe  
Chair  
Weber County

Jared A. Andersen  
Morgan County

Mark D. Anderson  
Davis County

Kym O. Buttschardt  
Weber County

Randy B. Elliott  
Davis County

Gage Froerer  
Weber County

Scott K. Jenkins  
Weber County

Christopher F. Robinson  
Summit County

Paul C. Summers  
Davis County

Cole West  
Attn: Chase Howes  
610 N 800 W  
Centerville, UT 84014

**RE: Vacation of Utility Easement (Davis County Parcel 04-196-0305)**

To whom it may concern,

Weber Basin Water Conservancy District has reviewed the request to vacate the utility easement located at 365 N 160 E, Bountiful, Utah. The District does not serve this area and takes no exception to vacating the side yard public utility easement as requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Nelson', written in a cursive style.

Brad D. Nelson, PE  
Assistant General Manager/CTO