



**THE WEST BOUNTIFUL CITY COUNCIL
WILL HOLD A REGULAR MEETING AT
7:30 PM ON TUESDAY, FEBRUARY 16, 2021
ELECTRONICLY VIA ZOOM**

Participants may access the meeting at <https://us02web.zoom.us/j/89870605933>
Or go to zoom.us > select **JOIN A MEETING** > Meeting ID: 898 7060 5933

Participants are asked to mute microphones except during open comment period

Mayor Romney has determined that due to the COVID-19 pandemic and the physical distancing needed to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order is available at www.wbcity.org

AGENDA:

Invocation/Thought – James Ahlstrom; Pledge of Allegiance – James Bruhn

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Award Porter Lane/800 W Road Project.
4. Award 400 North Viaduct Wellhouse Project.
5. Ordinance 438-21 Amending West Bountiful Municipal Code to Address Regulations for Garbage Collection and Disposal.
6. Resolution 490-21 Glass Collection & Recycling Agreement with Momentum Recycling, LLC.
7. 2021 Facilities Use Agreement – Baseball League.
8. 2021 Municipal Election Services Interlocal Agreement – Davis County.
9. Resolution 491-21 Reappoint Pat Soper to the West Bountiful Arts Council.
10. Financing Options Related to Construction of New Public Works Facility.
11. Minutes from February 2, 2021.
12. Staff Reports – Police, Public Works, Engineering, Community Development, Administration.
13. Mayor/Council Reports.
14. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
15. Adjourn.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Davis Journal on February 12, 2021.



MEMORANDUM

TO: Mayor and City Council

DATE: February 11, 2021

FROM: Staff

RE: 2021 Porter Lane / 800 W Road Project - Notice of Award

The city received bids from nine contractors to mill and replace asphalt on A. Porter Lane from 600 West to the Prospector Trail and B 800 W from 1950 N to Porter Lane. **Staff is recommending the City Council accept Post Construction Company's bid as the recommended lowest responsible bidder for the total dollar amount of \$317,554.91 (Schedules A and B).**

Scope

The project was advertised with two schedules as follows:

- A. Porter Lane (600 W to Prospector Trail)
 - a. Mill 6-8 inches of asphalt surface.
 - b. Place 6 inches of new asphalt.
 - c. Remove cross gutter at 725 W and replace with inlet box and pipe.
 - d. Remove and replace all concrete collars.
- B. 800 W (1950 N to Porter Lane)
 - a. Mill 3-6 inches of asphalt surface.
 - b. Place 3 inches of new asphalt.
 - c. Remove and replace all concrete collars.

Funding

The current budget includes adequate funding split between the Street Capital Improvement Fund (property tax) and the Highway/Transportation Tax within the General Fund.

Completion Schedule

A schedule for the project has not been established. The bid documents include a start date no earlier than May 15 and a completion date of no later than September 15. Once the road is milled, the contractor must replace the asphalt within 30 days.

Bidder	Schedule A	Schedule A	Schedule B	Schedule B	Total (A+B)	Total (A+B)
	Bid Amount	Rank	Bid Amount	Rank	Combined Amount	Rank
	Porter Lane		800 West			
Post Construction Company	\$ 257,666.41	1	\$ 59,878.50	3	\$ 317,544.91	1
Black Forest Paving	\$ 286,432.10	2	\$ 62,956.00	5	\$ 349,388.10	2
Advanced Paving and Construct	\$ 288,317.40	3	\$ 61,139.65	4	\$ 349,457.05	3
Staker Parsons	\$ 292,703.94	4	\$ 58,589.66	1	\$ 351,293.60	4
GCI	\$ 298,502.74	5	\$ 59,619.00	2	\$ 358,121.74	5
Morgan Asphalt	\$ 305,639.27	6	\$ 89,886.80	8	\$ 395,526.07	6
Kilgore Companies	\$ 328,305.09	8	\$ 73,569.45	6	\$ 401,874.54	7
Consolidated	\$ 323,630.69	7	\$ 95,948.84	9	\$ 419,579.53	8
Genva Rock	\$ 371,498.70	9	\$ 77,866.70	7	\$ 449,365.40	9

MEMORANDUM



TO: Mayor and City Council

DATE: February 11, 2021

FROM: Staff

RE: 400 North Well House - Notice of Award

The city received bids from four contractors to construct a well house and install necessary pumps and water lines to serve the new well located along the frontage 400 North Street at approximately 730 West. **Staff is recommending the City Council accept VanCon Incorporated's bid as the recommended lowest responsible bidder for the total dollar amount of \$1,316,870.**

Scope

- A. Site and Well House Building
 - a. Structure with electrical, mechanical, piping, valves, meters, appurtenances,
 - b. Pump with variable controls that will allow a pump rate of 600-800 gpm,
 - c. Chlorine and fluoride treatment and monitoring,
 - d. Rocky Mountain Power supply to site/building from the north side of 400 N with 277/480 volt three phase power,
 - e. Auxiliary generator power supply,
 - f. Culinary water, storm drain and sewer.
- B. Utility Work
 - a. 8" water line supply pipe,
 - b. 24" mixing pipe chamber,
 - c. Curb and street improvements

There are additional costs associated with the well not included in this contract, such as:

- 1. Any landscape improvements,
- 2. New asphalt associated with the road expansion (estimated \$1,500)
- 3. SCADA (communications with the pump)
- 4. Operational costs (monthly electricity, etc.)

Issues to Consider

The city has long sought an additional independent water source to: (a) supply current needs if the Stone Creek well is unable to produce, (b) prepare for future growth, (c) protect the city from the need to enter into costly contracts for future water, and (c) provide for a redundant source in case

of emergencies or significant problems with the supply from Weber Basin. There are also ancillary benefits such as the ability to better control chlorination levels.

However, staff recommends that the council consider the following items in deciding whether to proceed at this time:

1. The Stone Creek well is currently operating in a capacity that is supplying the city's needs beyond what it currently purchased from Weber Basin, but given the problems the well has had in the past with iron bacteria, it is unknown how long that will last.
2. The city still has the ability to purchase off-season water from Bountiful City or obtain water in the event of an emergency.
3. Current construction costs are higher than anticipated. It is impossible to know, but it seems unlikely to staff that costs will fall in the future.

In considering the current benefits, the future needs, and the likelihood that costs will continue to grow, staff recommends moving forward now with this investment.

Funding

The Water Fund has sufficient cash to cover this project and other near-term water projects. The FY 21 budget includes \$1.2 million, and as this project will span into the next budget year, no further adjustment will be necessary, but the FY 22 budget will need to include the balance of the costs in that year.

Completion Schedule

The schedule for the project is planned to start in March and be completed in early December of 2021. Schedule to be finalized with Agreement and bonding.

Item	Description	Unit	QTY
1	Mobilization	LS	1
2	Furnish and Install Well House Structural/Mechanical Bldg	LS	1
3	Furnish and Install Well House Piping and Appurtenances.	LS	1
4	Furnish and Install Well House Electrical	LS	1
5	Furnish and Install Storm Drain Line and Components	LS	1
6	Furnish and Install Sewer Lateral	LS	1
7	Furnish and Install Fencing and Gates	LS	1
8	Complete Site Grading	LS	1
9	Furnish and Install Base Course	SY	460
10	6' Wide Sidewalk	LF	90
11	Furnish and Install Exterior Electrical Conduit and Junction Boxes	LS	1
12	Furnish and install Auxillary Generator	LS	1
13	Furnish and Install Fluoride Equipment	LS	1
14	Furnish and Intall Chlorine Equipment	LS	1
15	Furnish and Install 24" C900 PVC Waterline	LF	920
16	Furnish and Install 24" 22.5° Bend	EA	4
17	Furnish and Install 24" 45° Bend	EA	1
18	Furnish and Install 24"x8" Ductile Iron Reducer	EA	2
19	Furnish and Install 8" C900 PVC Waterline	LF	240
20	Abandon Existing 8" Waterline	LF	235
21	Furnish and Install 8" 11.25° Bend	EA	2
22	Furnish and Install 8" 22.5° Bend	EA	2
23	Furnish and Install 8" 90° Bend	EA	1
24	Furnish and Install 12"x12"x8" Tee	EA	1
	Contingency	%	10%
Total of All Unit Price Bid Items			

Corrio		BHI		Vancon		Nelson Bros	
Unit	Total	Unit	Total	Unit	Total	Unit	Total
\$69,760.00	\$69,760.00	\$132,900.00	\$132,900.00	\$120,000.00	\$120,000.00	\$157,855.00	\$157,855.00
\$257,630.00	\$257,630.00	\$195,100.00	\$195,100.00	\$264,500.00	\$264,500.00	\$248,079.00	\$248,079.00
\$190,187.00	\$190,187.00	\$196,750.00	\$196,750.00	\$187,000.00	\$187,000.00	\$212,107.00	\$212,107.00
\$192,169.00	\$192,169.00	\$278,300.00	\$278,300.00	\$170,000.00	\$170,000.00	\$200,393.00	\$200,393.00
\$37,003.00	\$37,003.00	\$29,800.00	\$29,800.00	\$22,500.00	\$22,500.00	\$34,301.00	\$34,301.00
\$23,685.00	\$23,685.00	\$3,850.00	\$3,850.00	\$10,000.00	\$10,000.00	\$16,983.00	\$16,983.00
\$44,850.00	\$44,850.00	\$57,125.00	\$57,125.00	\$50,000.00	\$50,000.00	\$56,871.00	\$56,871.00
\$30,852.00	\$30,852.00	\$6,650.00	\$6,650.00	\$7,500.00	\$7,500.00	\$25,278.00	\$25,278.00
\$140.17	\$21,026.00	\$19.15	\$8,809.00	\$35.00	\$16,100.00	\$25.50	\$11,730.00
\$78.23	\$7,041.00	\$50.70	\$4,563.00	\$75.00	\$6,750.00	\$131.00	\$11,790.00
\$24,356.00	\$24,356.00	\$23,000.00	\$23,000.00	\$37,000.00	\$37,000.00	\$5,793.00	\$5,793.00
\$69,692.00	\$69,692.00	\$77,900.00	\$77,900.00	\$100,000.00	\$100,000.00	\$73,390.00	\$73,390.00
\$90,605.00	\$90,605.00	\$78,250.00	\$78,250.00	\$55,000.00	\$55,000.00	\$39,052.00	\$39,052.00
\$46,685.00	\$46,685.00	\$43,550.00	\$43,550.00	\$35,000.00	\$35,000.00	\$7,763.00	\$7,763.00
\$245.46	\$225,821.00	\$185.00	\$170,200.00	\$180.00	\$165,600.00	\$306.00	\$281,520.00
\$2,673.00	\$10,692.00	\$3,225.00	\$12,900.00	\$3,500.00	\$14,000.00	\$3,250.00	\$13,000.00
\$3,250.00	\$3,250.00	\$3,925.00	\$3,925.00	\$3,500.00	\$3,500.00	\$3,411.00	\$3,411.00
\$6,148.50	\$12,297.00	\$4,700.00	\$9,400.00	\$3,000.00	\$6,000.00	\$7,858.00	\$15,716.00
\$107.26	\$25,743.00	\$137.50	\$33,000.00	\$120.00	\$28,800.00	\$222.00	\$53,280.00
\$19.52	\$4,588.00	\$27.75	\$6,521.25	\$52.00	\$12,220.00	\$44.90	\$10,551.50
\$637.00	\$1,274.00	\$650.00	\$1,300.00	\$700.00	\$1,400.00	\$558.00	\$1,116.00
\$637.00	\$1,274.00	\$685.00	\$1,370.00	\$800.00	\$1,600.00	\$746.00	\$1,492.00
\$2,612.00	\$2,612.00	\$800.00	\$800.00	\$600.00	\$600.00	\$4,472.00	\$4,472.00
\$2,103.00	\$2,103.00	\$5,150.00	\$5,150.00	\$1,800.00	\$1,800.00	\$2,312.00	\$2,312.00
\$1,395,195.00		\$1,381,113.25		\$1,316,870.00		\$1,488,255.50	

WEST BOUNTIFUL CITY

ORDINANCE #438-21

AN ORDINANCE AMENDING WEST BOUNTIFUL MUNICIPAL CODE TO ADDRESS REGULATIONS FOR GARBAGE COLLECTION AND DISPOSAL

WHEREAS, Utah Code Annotated §19-6-503 et seq., grants authority to the West Bountiful City Council to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction; and

WHEREAS, the West Bountiful Council finds it necessary to update codified regulations for purposes of clarity and good governance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL THAT WBMC CHAPTER 8.08 BE MODIFIED AS SHOWN IN ATTACHED EXHIBIT A.

This ordinance will become effective upon signing and posting.

Adopted this 16th day of February 2021.

By:

Ken Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

Attest:

Cathy Brightwell, City Recorder

Chapter 8.08 GARBAGE COLLECTION AND DISPOSAL

Sections:

- 8.08.010 Definitions.
- 8.08.020 Collection of garbage.
- 8.08.030 Service charges.
- 8.08.040 Method of payment of service charges.
- 8.08.050 Processing of garbage or refuse.
- 8.08.060 Containers.
- 8.08.070 Closing of garbage containers required.
- 8.08.080 Time and place of pickup.
- 8.08.090 Limitations upon dumping.

8.08.010 Definitions.

As used in this chapter:

"**Container**" or "**approved container**" or "**regulation container**" means the approved ninety (90), three hundred (300), or four hundred (400) gallon containers furnished residential users by the city or its agent and constructed of Phillips Marlex, cross-linked, high-density polyethylene, known as Roto Mold containers as defined and contained in the Solid Waste Collection Agreement dated December 29, 1989, entered into by the city, or such other container as may be periodically established approved by the city administrator.

"**Garbage**" means, except as provided below, all waste matter, including recyclable materials and waste from the preparation, handling, storing, cooking or consumption of food and food products.

"Refuse" means all waste matter, except garbage, attending or resulting from the occupancy of single or multifamily residences, apartments, hotels, or other places of dwelling and or from the operation of a business. Garbage includes "processable waste," as defined in Davis County ordinances. Refuse Notwithstanding the foregoing, garbage shall not be deemed to does not include sewage; industrial waste; hazardous waste or materials, as defined by applicable law; or waste matter resulting from the construction, demolition or repair of a building or other structure. (Prior code § 6-2-1)

8.08.020 Collection of garbage.

- A. Except as provided below, the city or its agent shall collect, remove and dispose of all residential garbage. Owners of residential properties may not privately contract for garbage collection and disposal. The foregoing restriction does not apply to, excluding apartment multi-family residential complexes in excess of four units; in addition, may not privately contract for their garbage disposal by agreement with the city, the city's agent for collection and recycling of recyclable materials may contract directly with residential customers. However, commercial or quasi-public establishments may privately contract for the garbage collection and disposal.

- B. Commercial establishments, multi-family residential complexes in excess of four units, and public or quasi-public institutions may either dispose of their own garbage or employ an authorized contractor to remove their garbage. To qualify as an authorized contractor, a garbage hauler must receive a city business license and written authorization from the city to collect garbage within the city. Garbage collection must be done in the manner, at such times and in such vehicles as may be approved by periodic resolution of the city council.
- C. Nothing in this section shall be construed as eliminating the charge made for municipal garbage service.

8.08.030 Service charges.

- A. All residents within the city shall pay monthly garbage service charges in the amount established periodically by resolution of the city council.
- B. If a dwelling ~~unit or a place of business~~ has remained vacant for an entire month, the owner or possessor of the site may make arrangements with the city recorder ~~for not to withhold~~ garbage collection charges during the continued vacancy of the premises.
- C. The mayor, with the consent of the city council, may excuse needy or elderly persons who are not reasonably capable of paying the monthly charge for residential collection of garbage from the payment of the residential rate for such period of time as may be deemed proper or necessary.

8.08.040 Method of payment of service charges.

- A. The garbage service charges imposed ~~above~~ under this chapter shall be added to the charge made for water furnished through the water system of the city and shall be billed and collected in the same manner as water service charges are billed and collected.
- B. In the event the obligee for water service charges and the obligee for garbage service charges do not coincide, or in the event practical economic and administrative reasons do not make combined billing and collection feasible, in the opinion of the city council, the garbage service charges may be collected with such frequency and in such manner as the city council shall determine, by ~~regulation~~ resolution, ~~provide~~.

8.08.050 Processing of garbage or refuse.

A county health officer may permit the feeding or processing of garbage ~~or refuse~~ upon premises properly equipped and maintained for this purpose. The health officer may grant to any person permission for sorting, baling, and marketing trade waste upon premises properly equipped and maintained.

8.08.060 Containers.

- A. All garbage ~~and refuse~~ to be collected by the city from residential users shall be placed only in approved containers. All other garbage ~~and refuse~~ shall be placed in suitable and sufficient

garbage receptacles. These receptacles shall have tight-fitting lids, properly and sufficiently treated water resistant paper bags manufactured specifically for use in garbage ~~and refuse~~ collections, or plastic bags manufactured specifically for use in garbage ~~and refuse~~ collection. Garbage ~~and refuse~~ shall be placed by residential users only in containers issued to them, and use of containers issued to others for garbage ~~disposition-disposal~~ is prohibited.

- B. Title to containers furnished by the city to residential users, shall be retained by the city, and payment for the use thereof shall be rental.
- C. Users renting containers furnished by the city, or having custody thereof, shall keep the containers free from destructive or decorative markings; shall maintain the original color thereof; shall keep the inside of the containers clean and free from buildup of fungus, ~~or~~ bacteria, or any other type of contaminant that causes odors or facilitates deterioration of the inside or outside of such container; and shall not deposit any hot or caustic materials therein or otherwise damage or deface such containers.
- D. Residential users shall report to the city, or authorized garbage hauler, any damage to or malfunctioning of containers which limits their usefulness for receipt of garbage or refuse. Upon such notification the city may return the container to the supplier for repair or replacement pursuant to the supplier's warranty.
- E. Containers lost or missing through no fault of the user thereof shall be replaced by the city without charge, but users shall exercise due care to protect containers against loss through theft or misappropriation.
- F. Containers furnished by the city are issued to specific users by number and are nontransferable. Containers shall be returned to the city upon discontinuance of use by a resident.

8.08.070 Closing of garbage containers required.

Approved containers shall not be overfilled to the point where the lid thereon cannot completely close and cover the contents thereof. Nor shall they be filled to the extent that their contents may be spilled during the process of pickup and dumping into the garbage collection vehicle. All garbage ~~and refuse or market waste~~ not deposited for pickup by the city shall be placed in rain-proof and fly-proof receptacles of the type herein required, and the receptacle shall be tightly closed in such a manner as to prevent offensive odors or flies.

8.08.080 Time and place of pickup.

- A. All garbage ~~and refuse~~ subject to garbage collection by the city shall be placed on the edge of the street next to the driveway on the opposite side thereof from the mailbox, but in no event within ten (10) feet of a mailbox. The wheels of the containers shall be placed as close to the curb as reasonably possible, with the hinge thereof to curb side and the lid opening toward the street. When snow or street construction prevent placing of the container against the curb, the container shall be placed not over two feet from the edge of the snow or the construction and in a manner that will not obstruct traffic or unduly impede the snow plowing activities of the city.

- B. Containers shall not be placed or permitted to block driveways or through traffic.
 - C. Until otherwise provided by regulation, garbage ~~and refuse~~ must not be set out upon the street for collection prior to the evening of the day before collection and must be set out prior to five a.m. on the day for collection.
 - D. All empty containers or garbage receptacles must be removed from the street as soon as possible after being emptied, and in every case, must be removed from the street the same day they are emptied.
- ~~Containers or receptacles shall not be permitted to remain on the street longer than may be necessary for the removal of the contents.~~
- E. Those persons physically unable to wheel containers to curb side may arrange with the city recorder for proper pickup.
 - F. It is unlawful to park a vehicle upon a public street within the city during the hours of garbage pickup within twenty (20) feet of a container or in a manner that interferes with access thereto by the garbage collection vehicle.

8.08.090 Limitations upon dumping.

Dumping waste and garbage shall be permitted only in such places as are designated by the city council. Dumping shall be subject to such rules and regulations as may be formulated by the city council.

~~Until changed by ordinance, all processible waste generated within the city shall be delivered to the Davis County solid waste management and energy recovery special service district "burn plant," or to NARD, as the district shall direct.~~

WEST BOUNTIFUL CITY

RESOLUTION #490-21

A RESOLUTION AUTHORIZING A GLASS COLLECTION AND RECYCLING AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND MOMENTUM RECYCLING, LLC

WHEREAS, West Bountiful City wishes to provide curbside glass collection and recycling for its residents; and

WHEREAS, MOMENTUM RECYCLING, LLC, a limited liability company with offices located at 658 South 4050 West, Salt Lake City, UT 84104, wishes to provide curbside glass collection for residents within West Bountiful City, who are eligible for the City's waste collection services and who subscribe to the glass collection service; and

WHEREAS, Contractor is a sole source local curbside glass collection provider with expertise and specialized equipment for glass collection and recycling; and

WHEREAS, Contractor currently has the only glass recycling facility in the Salt Lake Valley.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement attached as Exhibit A.

EFFECTIVE DATE. This Resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 16th day of February 2021.

Voting by the City Council:	<u>AYE</u>	<u>NAY</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

Ken Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder

GLASS COLLECTION AND RECYCLING AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND MOMENTUM RECYCLING, LLC

THIS GLASS COLLECTION AND RECYCLING AGREEMENT is between WEST BOUNTIFUL CITY, a municipal corporation and political subdivision of the State of Utah, herein called the “**City**”, and MOMENTUM RECYCLING, LLC, a limited liability company with offices located at 658 South 4050 West, Salt Lake City, UT 84104, herein called “**Contractor**”. The City and Contractor may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. SCOPE OF SERVICES

The scope of services will include, but is not limited to the following:

- a. The City will forward all customer service inquiries to Contractor.
- b. Contractor will:
 - i. Act as the City’s agent in providing collection and recycling services for waste glass to each Subscriber once a month, and in otherwise performing Contractor’s obligations under this Agreement. The glass collected from Subscribers will be delivered directly to the Momentum Recycling facility located at 658 South 4050 West, Salt Lake City, UT 84104.
 - ii. Notify Subscribers as requested and the City once a month of Subscribers’ collection day reasonably in advance of such collection day.
 - iii. Provide and deliver to Subscribers glass collection containers specific to match with Contractor’s equipment. Contractor shall own the glass collection containers.
 - iv. Provide service and/or replacement of damaged glass collection containers.
 - v. Clean up glass or tipped glass collection containers at Subscriber locations when providing service to Subscribers. When notice is received by either Party of spilled or broken glass at a Subscriber location, Contractor will make reasonable effort to clean up the glass within 24-hours of receiving notice Monday through Friday. If notice is received on Saturday, Contractor will clean up the glass by 5:00 PM MST the following Monday. If Contractor fails to clean up the glass within such time period, the City may do so and Contractor will be pay the City Three Hundred and No/100 Dollars (\$300.00) for each such occurrence.
 - vi. At the request of the City, provide a report on glass collection tonnage collected from Subscribers.
 - vii. Provide the City information on routing and collection days.

viii. Provide customer service support to Subscribers including contact information and response.

ix. Provide can to curb assistance for a Subscriber who receives similar assistance with City garbage collection services. For purposes of this subsection, “can to curb assistance” means that Contractor will pick up glass recycling containers that are located on Subscriber’s property, visible from the public street and accessible over an unobstructed path to the curb. Contractor will not enter any: (A) structure, including without limitation a residence, garage, shed or other accessory structure outbuilding; or (B) fenced or gated area; or (C) other area that is deemed to be unreasonable by the Contractor, employee or agent.

2. COMMENCEMENT OF SERVICES

Curbside glass collections under this Agreement shall commence on the Effective Date.

3. EFFECTIVE DATE/TERM

This Agreement shall have an Effective Date of **March 1, 2021**, provided that it has been executed by both Parties on or prior to that date. This Agreement shall continue for a term of one year from the Effective Date (“**Initial Term**”). The Agreement will be renewed automatically for up to nine additional one-year terms (each a “**Renewal Term**”), unless either Party gives written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

4. FEES AND PAYMENTS

- a. The City shall have no financial obligation to Contractor under this Agreement.
- b. Contractor is solely responsible to collect all Subscriber fees related to the Service, and will do so without reference to or use of City facilities, personnel, or regulations.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of Contractor to the City under this Agreement shall be that of an independent contractor. Each Party shall have the entire responsibility to discharge all of the obligations related to the independent contractor relationship under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker’s compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the City and Contractor of employer and employee, partners, or joint venturers.

The Parties agree that Contractor’s obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third Parties unless otherwise expressly provided for under this Agreement.

6. AGENCY

No agent, employee or servant of Contractor or the City is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by each Party to its

employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Party. Contractor and the City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and the City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

7. CITY REPRESENTATIVE

The City Representative who will assist in the administrative management of this Agreement is the City's Public Works Director or designee. The City will notify Contractor of any change in representative for purposes of this Agreement.

8. CONTRACTOR REPRESENTATIVE

Contractor hereby appoints its General Manager as Contractor's representative to work with the City and to coordinate the performance of its obligations under this Agreement. Contractor is authorized to designate another representative at any time by notifying the City of such change.

9. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement consistent with: (a) all applicable laws and regulations; (b) the level of professionalism expected in its industry/profession; and (c) the degree of knowledge, skill and judgment normally exercised by professional firms and individuals with respect to services of a similar nature. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the City. Contractor will cooperate, and will not interfere, with other agents of the City in collecting, removing, or disposing of garbage and other waste within the City.

10. CONTRACTOR INDEMNIFICATION, INSURANCE AND BOND

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any claim, liability, cause of action, or expense (including reasonable attorney and expert fees) arising out of the performance of, or failure to perform, any of Contractor's obligations under this Agreement, including the Service. Contractor shall provide insurance pursuant to the terms of Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference. Such insurance will name the City, its elected and appointed officials, employees, and agents as additional insureds. Upon request from time to time, Contractor will provide the City a certificate evidencing the insurance required under this Agreement.

11. GOVERNMENTAL IMMUNITY

The City is a governmental entity subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (the "Act"). The Parties agree that the City shall be liable only within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

12. CITY INSURANCE

The City represents that it is insured pursuant to the provisions of Utah Law.

13. EARLY TERMINATION

a. Termination for Default. The City may terminate this Agreement for an “Event of Default” as defined below, upon written notice from the City to Contractor.

b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default, as defined below, upon written notice from Contractor to the City.

c. Event of Default. As used in this Agreement, the term “**Event of Default**” means (a) a Party fails to perform services or any of its material obligations agreed upon herein and such failure continues for a period of 45 (forty-five) days after written notice to such defaulting Party; (b) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made; or (c) Contractor repeatedly violates cleanup requirements, has repeated customer service problems or fails to continually maintain licensing, insurance and bonds.

d. Force Majeure. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fires, floods, unusually severe weather, or any other force majeure event. If such condition continues for a period in excess of 60 days, Contractor or the City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Removal of Glass Collection Containers upon Termination. Contractor shall remove all glass collection containers within thirty calendar days after termination of this Agreement.

14. COMPLIANCE WITH LAWS

Each Party agrees to comply with all applicable federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an Event of Default under this Agreement and Contractor shall be liable for and hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

15. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

16. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any and all claims for liability arising out of any violation by Contractor, its agents or employees of this paragraph or the laws referenced.

17. EMPLOYEE STATUS VERIFICATION SYSTEM

The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Notwithstanding any provision of this Agreement to the contrary, Contractor's failure to so comply may result in the immediate termination of this Agreement.

18. CONFIDENTIALITY

Contractor shall hold all information provided to it by the City for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third Party, any member of Contractor's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. The City shall have the sole obligation or privilege of releasing such information as required by law. City agrees to take all necessary precautions to protect all information or data relating to Contractor's (a) service fees, operations and sale techniques; (b) business partners, service providers, affiliate, and other information related to Contractor's partners; (c) policies, procedures, and business plans; and (d) internal systems owned by Contractor. The Parties agree not to divulge the terms of this Agreement and related documentation, except as required by law.

19. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Notwithstanding the foregoing, Contractor acknowledges that the City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah

Code Ann. §§ 63G-2-101 to -901. As a result, the City is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the City's Representative for response by the City.

Generally, any document submitted to the City is considered a “**public record**” under GRAMA. Any person who provides to the City a record that the person believes should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Contractor acknowledges that GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

20. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of the City, which shall not be unreasonably withheld. The City reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

21. SUBCONTRACTING

Contractor agrees that it shall not subcontract to provide any of the services under this Agreement or execute performance of its obligations under this Agreement without prior express written consent of the City. Contractor acknowledges that the services provided under this Agreement are strictly optional for residents of the City. Contractor agrees that the use of coercion or undue pressure placed on residents to sign up shall be prohibited.

22. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

CITY: West Bountiful City Public Works Director
550 North 800 West
West Bountiful City, Utah 84087

CONTRACTOR: John Lair, President
658 South 4050 West
Salt Lake City, Utah 84104

23. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings,

shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

24. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

25. SEVERABILITY

The City and Contractor agree that, whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. ENTIRE AGREEMENT/AMENDMENT

Except for Contractor's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the Parties.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

WEST BOUNTIFUL CITY

By: _____
Mayor Ken Romney Date

ATTEST:

Cathy Brightwell, City Recorder

APPROVED AS TO LEGAL FORM:

Steve Doxey, City Attorney

MOMENTUM RECYCLING, LLC

By: _____
John Lair, President Date

ACKNOWLEDGEMENT

STATE OF _____)
:ss
County of _____)

On this ____ day of _____, 20__, personally appeared before me, John Lair, who being by me duly sworn did say that he is the President of Momentum Glass Recycling, LLC, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

My Commission Expires: _____
Residing in _____ County, Utah

EXHIBIT A

Contractor's Insurance

- Commercial General Liability Limits:
 - a. Each Occurrence: \$1,000,000.00
 - b. Damage to Rented Premises: \$100,000.00
 - c. Med Exp (any one person): \$10,000.00
 - d. Personal & Adv Injury: \$1,000,000.00
 - e. General Aggregate: \$2,000,000.00
 - f. Products- Comp/CP AGG- \$2,000,000.00
- Automobile Liability Limits:
 - a. Combined Single Limit: \$1,000,000.00
- Umbrella Liability Limits:
 - a. Each Occurrence: \$2,000,000.00

FACILITIES USE AGREEMENT

This Agreement is made and entered into as of _____, 2021, by and between West Bountiful City, a municipal corporation (the "**City**"), and _____, a Utah non-profit corporation (the "**League**").

WITNESSETH:

WHEREAS, the League desires to utilize the playing fields and related facilities at the West Bountiful City Park (the "**Park**") for the purpose of operating a youth baseball league during the summer baseball season; and

WHEREAS, the City desires to promote recreational opportunities for its youth; and

WHEREAS, the City is willing to permit the League to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing,

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

1. Term. The term of this Agreement shall run from the date of execution until July 1, 2021, unless sooner terminated as provided herein.
2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit the League a non-exclusive use of the following facilities (collectively, the "**Facilities**") on the dates and at times described below, as modified from time to time by written consent of the parties:
 - a. Facilities:
 - i. 3 Ball Diamonds on the north side of the Park;
 - ii. The concessions "Snack Shack";
 - iii. The concessions restrooms; and
 - iv. Storage containers as described in Section 6.
 - b. Dates: April 1, 2021 to July 1, 2021
 - c. Weekday Times: 2:00 pm to 9:30 pm
 - d. Saturday and Tourney Times: 8:00 am to 9:30 pm

3. No Sublease. The City reserves all rights with respect to the use, lease, or rental of its facilities. The League is explicitly forbidden from renting, leasing, sub-leasing or profiting in any way by charging fees for the Facilities to any person or organization. This prohibition extends to the scheduling of the Facilities for any event outside of the League's regularly scheduled events, which shall be noticed to the City in advance according to the provisions of this Agreement.
4. Restrictions. The League shall provide the City a schedule of all games to be played at the Facilities, including any post-season play-off games, fifteen (15) calendar days before the first scheduled game.
 - a. Except as expressly provided within this Agreement, the League shall not be allowed to use Park facilities other than the Facilities without permission from the City.
 - b. The City retains exclusive rights to all facilities for city events.
 - c. Additional scheduling beyond the initial schedule may be made with the City by providing notice fourteen (14) days prior to the new events. The City may approve or deny any scheduling request in its sole discretion.
 - d. The City understands that baseball is played in all kinds of weather; however, the City reserves the right to cancel use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects the League to find alternative fields. The League may appeal a decision about field use in writing to the City Administrator. The City Administrator or his/her designee will respond to the appeal within one (1) business day of receipt of written appeal, and the decision of the City Administrator will be final and binding upon the League.
 - e. **Only vehicles authorized by the City will be allowed onto the fields or walkways.**
5. Maintenance. The parties hereby acknowledge that the real property comprising the Facilities, together with the improvements and fixtures attached thereto and the two portable pitching mounds, are owned by the City. Equipment furnished by the League shall be owned by the League.

- a. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City, with the exception of the fixtures and equipment within the “Snack Shack.”
 - i. Except for repairs or maintenance needed as a result of use by the City during City-sponsored events, any repairs or maintenance to the Snack Shack shall be the responsibility of the League, including plumbing and fixtures, counter tops, electrical, water heater, cabinets and cupboards.
 - ii. The League will be responsible to maintain, repair, and replace the portable pitching mounds provided by the City, except for normal wear and tear.
 - b. To the extent known or planned, the City will notify the League prior to the start date of planned maintenance or improvements that may interfere with scheduled events.
 - c. The League shall be responsible to prepare and drag the infields. No motorized vehicles are to be used for this purpose, except for 4-wheelers of a size of 500cc’s or less. 4-wheelers are not to be operated on any portion of the fields, or Park, other than to drag and prep the infield and for direct access to the field for that purpose.
6. Storage. The League shall be allowed storage in the parking area not to exceed 360 sq. ft. total footprint. The location of the storage containers is subject to approval of City Staff. The League shall maintain the storage containers in a clean manner and shall promptly (within 48 hours) remove any graffiti that may be placed upon them.
7. Use Fees. For the term of this Agreement there shall be no use fee.
8. Supervision. All persons utilizing the Facilities as a result of this Agreement shall be supervised by the League and as necessary by additional responsible adults designated by the League. All such supervisors shall be identified as such upon request of the City’s personnel.
9. Regulations. The League and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with all applicable rules and regulations of the City where the same apply to the League and the League’s activities. All employees, supervisors and representatives of the

League shall adhere to appropriate safety and legal requirements in operating any equipment or machines, or in performing any duties required of the League under this Agreement. The League shall also comply with all Federal, State, and affiliated association regulations as applicable. Where conflicts within the regulations occur, the order of precedence shall be Federal, State, City, League, and then Association.

10. Health and Safety Measures. The League will abide by and enforce all health or safety measures required by the City or applicable health departments with respect to participation in practices, scrimmages or games, as players, coaches, or observers; and the use and sanitation of Facilities (including any pandemic-related restrictions). The League acknowledges the City's right to cancel, reschedule, or modify any event based on health or safety regulations.
11. Clean-Up. The League and the League's supervisors shall assure that the playing fields and related Facilities are used in a safe, prudent and responsible manner and only for their usual and intended purposes.
 - a. The League's supervisors shall be responsible for cleanup after each use and shall leave the Facilities and Park property in a clean and orderly condition after each use.
12. Damage. The League shall be liable for any damage other than ordinary wear and tear resulting to the City's property, including the Facilities, caused either by the League or the persons the League is responsible for supervising, which include players, coaches, and others participating in or watching practices or games.
 - a. The City shall, at its sole discretion, repair or cause to repair such damage and invoice the League for the costs of repairs. This includes graffiti removal on the League's storage containers in the event that the Leagues does not remove the graffiti within 48 hours of it being reported. Such costs shall include parts and materials, standard labor rates, and equipment rentals as needed, and may be paid from the deposit left with the City.
13. Sponsorship. The League shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and other Facilities are to be used by the League.
14. Improvements and Signage. No improvements or signage shall be constructed or installed by the League on the City's property without the prior consent of the City. No changes in any existing improvements or new improvements shall be made unless

formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations.

15. Insurance and Indemnification.

- a. Insurance. The League shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the League's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City, its officials, officers, employees, and representatives as additional insureds. The League shall obtain and maintain any casualty or other insurance deemed desirable by the League to protect the League's equipment and property. The League will provide the City a certificate evidencing the insurance coverage required under this Agreement.
- b. Indemnification. To the fullest extent permitted by law, the League expressly agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the League's use of the Facilities; any cancellation, rescheduling or modification of an event based on health regulations (including pandemic-related restrictions); and any negligence or other fault of the League and its officers, supervisors, agents, and representatives in the performance of any of the League's obligations under this Agreement. The City hereby agrees to indemnify, defend, and hold harmless the League, its officers, supervisors and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney fees, arising out of any negligence or other fault of the City, its officers, employees, agents and representatives in performing any of the City's obligations under this Agreement. Notwithstanding the foregoing, the City's indemnity obligations under this Agreement will not apply to any action taken in good faith pursuant to health or safety regulations (including pandemic-related restrictions).

16. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing the use of the Park, the playing fields and other Facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the League as permitted herein. The League shall not unreasonably interfere with

other uses that are authorized or scheduled by the City and, in particular, those outside of the season schedule the League provides to the City under this Agreement.

17. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the League's use of the Facilities for a violation of the terms of this Agreement by the League or its agents, supervisors, or representatives.
18. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The League shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.
19. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS THEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

THE CITY:

THE LEAGUE:

By _____
Kenneth Romney, Mayor

By _____
President

ATTEST:

Cathy Brightwell, City Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: February 12, 2021

FROM: Cathy Brightwell & Duane Huffman

RE: **2021 Municipal Elections**

This memo outlines staff's intention of continuing to contract with Davis County for election services in 2021.

Background

West Bountiful City will have a mayoral and two city council seats up for election this year (seats currently held by Ken Romney, Kelly Enquist and Mark Preece). The candidate filing period is June 1st through June 7th. If more than two candidates for mayor or more than 4 candidates for city council file, the city will hold a primary election on August 10th. The general election will be held on November 2nd.

Davis County Elections Office

Similar to past years, Davis County has equipment and resources needed to carry out an election and is prepared to offer the following services:

- Davis County will provide election services administered by absentee (by mail) ballot, including:
 - Test, program, assemble and make available to City voting machines and poll supplies;
 - Provide for delivery and retrieval of voting equipment;
 - Provide polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - Provide Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - Provide electronic ballot files for Optical Scan Ballots printing;
 - Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - Provide canvass reports;
 - Transmit electronic tabulation results to the Office of the Lieutenant Governor;
 - Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - Recruit poll workers; provide training, scheduling, supplies and compensation;
 - Publish legal notices, which include, polling locations, sample ballots, public demonstration and election results;
 - Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - If required, in cooperation with the City, conduct an election audit; and
 - Store all election returns for the required twenty-two (22) months.

- Davis County will support one physical early voting location in Farmington.
- Davis County will support one physical polling location in the city on election day.
- Davis County will not support the Alternate Voting Methods Pilot Project – Rank Choice Voting.

The city will handle candidate filing, poll worker approval, polling location approval, ballot approval, legal notices for candidate filing, canvass, and candidate certificates.

Davis County has provided a cost per election estimate. For West Bountiful, a high estimate for the cost per election for these services is \$7,400. This estimate is based on a single general election which would include all 15 cities having an election. For reference, in 2019, our estimate was originally \$7,081 and we paid \$6,040. The primary reason for rise in costs is an increase in the number of registered voters from 3202 in 2019 to 3644 today.

Staff feels strongly that the expertise offered by Davis County is well worth the cost.

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This agreement for Municipal Election Services is between Davis County, a political subdivision of the state of Utah (the “County”), and WEST BOUNTIFUL CITY, a municipal corporation of the state of Utah (the “City”). County and City may be referred to collectively as the “parties” herein or individually as a “party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2021 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County’s Obligations. If a municipal primary election and a municipal general election are needed in August 2021 and November 2021, respectively, the County shall provide the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Provide polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Provide Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Provide canvass reports;
 - 1.8. Transmit electronic tabulation results to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:

- 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
- 2.2. Enter into a polling location Indemnification Agreement, if needed;
- 2.3. Perform Declaration of Candidacy filing;
- 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
- 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
- 2.6. Proof and approve the accuracy of the printed and audio of ballot formats;
- 2.7. Arrange and conduct election canvass;
- 2.8. Prepare candidate certificates;
- 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.

3. Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A." City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.

5. Effective Date. The Effective Date of this agreement shall be the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").

6. Term of Agreement. The term of this agreement shall begin upon the Effective Date and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement (the "Term").

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

- 7.1. The mutual written agreement of the parties;
- 7.2. By either party after any material breach by the other party of this agreement;
- 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
- 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.
15. Entire Agreement; Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter

of this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter of this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.

16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
18. 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 below.

WEST BOUNTIFUL CITY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
Kenneth Romney, Mayor	Stephen B. Doxey, City Attorney
ATTEST:	Dated:
Cathy Brightwell, City Recorder	
Date	

DAVIS COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Bob J Stevenson, Chairman Board of Davis County Commissioners Dated:	_____ Davis County Attorney's Office Dated
_____ ATTEST:	
_____ Curtis Koch Davis County Clerk Auditor Dated:	

EXHIBIT A

(Election Costs Schedule)

Exhibit A - Election Cost Schedule
2021 General

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$160.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$160.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$135.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$135.00	
Training Course(s)	\$35.00	
Host	\$125.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$437.50	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$8.00	
Training Creation and Preparation (Includes equipment and preparation)	\$500.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$1,500.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$61.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$35.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$1,500.00	Shared equally by all cities/districts
Election Night Security	\$150.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation	\$50.00	
Equipment Delivery (per location)	\$50.00	
Equipment Pickup (per location)	\$50.00	
Web Support	\$150.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.08	
By-Mail Inner Return Envelopes	\$0.095	
By-Mail Ballots	\$0.28	
Test Deck Paper Ballots	\$1,018.80	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$100.00	Shared equally by all cities/districts

Services

Election Art/Set-up Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Postage Outbound	\$0.12	Actual Postage
Postage In-Bound	\$0.68	Actual Postage
Returned Undeliverable	\$0.75	Actual Postage+Processing

WEST BOUNTIFUL CITY

RESOLUTION #491-21

A RESOLUTION RE-APPOINTING MEMBER TO THE WEST BOUNTIFUL CITY ARTS COUNCIL

WHEREAS, the West Bountiful City Council established the West Bountiful City Arts Council by adoption of Ordinance #360-14; and,

WHEREAS, pursuant to the above referenced Ordinance, the Mayor shall appoint least six (6) and no more than twelve (12) voting members, with the advice and consent of the City Council;

WHEREAS, pursuant to the above referenced Ordinance, Members shall serve staggered, four-year terms and may serve successive terms in these offices.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that it consents to the Mayor's appointment of the following individual and terms:

Appointee

Pat Soper

Term Expires

12/31/2023

EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 16th day of February 2021.

Voting by the City Council:	<u>AYE</u>	<u>NAY</u>
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

Ken Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, February 2, 2021** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

All participants were on Zoom. Those in attendance:

MEMBERS: Mayor Ken Romney, Councilmembers James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, and Rod Wood.

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Steve Maughan, (Public Works), Chief Brandon Erikson, Assistant Chief Lance Wilkinson, Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer), Patrice Twitchell (Finance Specialist), and Terri Hensley (Secretary).

PUBLIC: Gary Jacketta, Jansen Davis (Center Point Theater), Brady Roberts (UDOT), Julie Thompson (Davis Journal), Paul Cutler.

Mayor Ken Romney called the meeting to order at 7:30 pm. He read the following: ***I, Mayor Romney, has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org.***

Mark Preece gave an Invocation, and the Pledge of Allegiance was led by James Ahlstrom.

1. Approve the Agenda.

MOTION: *Kelly Enquist made a motion to approve the agenda with Item #6 tabled until February 16th City Council meeting. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

There was no public comment.

3. Public Hearing – FY 2021 Budget Amendment #1.

MOTION: *Rod Wood made a Motion to open the Public Hearing for the Budget 2021 Budget Amendment #1. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

Duane Huffman summarized the proposed FY 2021 Budget Amendment. See agenda item #4 for details.

There was no public comment.

MOTION: *Mark Preece made a Motion to close the Public Hearing. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

4. Resolution 489-21 Enacting the First Amendment to the Fiscal Year 2020-2021 Budget.

Duane Huffman explained that following tonight's public hearing, the council may adopt this resolution making the recommended changes or modifying them as necessary. He focused on the eight changes made since the January 5th draft.

Fund	Account	Amount	Explanation
General Fund	10-33-340 Federal Grants	\$209,900	CARES Funding for FY 21.
General & Other Funds	Various Salaries/Benefits	(\$147,200)	Decrease in costs due to changes in personnel throughout the year.
General & Other Funds	Various Salaries/Benefits	\$11,700	1.5% cost of living increase in pay scale beginning in February.
General Fund	10-50-619 Pandemic	\$155,600	Expenses related to COVID-19
General Fund	10-50-622 Arts Center Donation	Place Holder	Potential Donation to Center Point Theater
General Fund	10-54-110 Police Salaries	\$67,000	Use of CARES funding for police staffing
General Fund	10-62-742 Transp. Tax	\$300,000	Porter Lane/800 W Street Project
RDA Fund	25-40-312 Professional Fees	\$5,000	Study for city's south west annexation area.

Jansen Davis from Center Point Theater was in attendance to answer questions from Council.

Council member Ahlstrom reiterated his desire for the city to make some type of contribution to Center Point Theater, whether it be a onetime sponsorship or annual contribution. He said the citizens of West Bountiful benefit from the Theater and he would like to find a way to assist in supporting the Theater. He asked Mr. Davis if several sponsorship packages may include incentive tickets. Mr. Davis confirmed that packages could be designed to meet the city's needs.

There was discussion about where funding would come from for this contribution. Mr. Huffman stated that per the wording of the city's ballot question, RAP tax funding is restricted to entities located within the city so other funding sources would be necessary.

Mayor Romney recommended a one-time \$15,000 sponsorship for CenterPoint Theater from the General Fund. He then took a straw poll to gauge support for the contribution. Council member Preece said he was fine with the one-time option but does not want to be tied to an annual commitment at this time. Council member Ahlstrom agreed that a one-time donation was the right fit at this time and said the \$15,000 was the perfect amount. Council member Wood asked for clarification about use of incentive tickets. If we arrange the sponsorship such that tickets are available, they could be used in many ways throughout the year for such things as the employee of the month awards, Best Yard of the month contests, etc. With that clarification, he supports a one-time donation. Council member Enquist also supported the proposal as a one-time donation. Council member Bruhn does not support the contribution.

Regarding the cost of living increase, there was some discussion about how the proposal was calculated. It was determined that 1.5% was appropriate at this time and will be re-evaluated in July.

MOTION: *James Ahlstrom made a Motion to Adopt Resolution 489-21 Enacting the First Amendment to the Fiscal Year 2020-2021 Budget Noting the Addition of a \$15,000 Sponsorship to Center Point Theater. Mark Preece seconded the Motion.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye	James Bruhn – nay
Kelly Enquist – aye	Mark Preece – aye
Rod Wood – aye	

5. UDOT Request for Night Construction on I-15 Anticipated to Last 45-75 day between April 15th and October 15th, 2021.

West Bountiful Municipal Code 15.14.010 places time-of-day restrictions for construction activities with impacts (noise, light, vibrations) noticeable beyond the property line unless the applicant receives written permission from the city council.

Utah Code Ann. 72-6-112.5(2) specifically exempts state highway construction projects from the city's code, but as a practice, UDOT works with local jurisdictions to be a good partner with a desire to educate the community on the project plans and share information.

Interstate 15 is within city limits and adjacent to residences along with Woodhaven Trailer Park and from approximately 400 N – 1600 N (for homes north of the city park, I-15 is technically no longer within city limits).

Brady Roberts from UDOT was available for questions. He explained that this project will not be finalized until after the legislative session. Due to the high traffic volume in this area, UDOT is recommending work be done at night.

Mr. Huffman explained that no action is necessary for this request due to UDOT's exemption. He thanked Mr. Roberts for providing the information and asked him to provide a heads up once the dates have been set so staff can be prepared to appropriately answer questions that will inevitably arise from residents.

6. Award 400 North Viaduct Wellhouse Bid.

Item tabled until February 16th meeting.

MOTION: *Rod Wood made a Motion to Table the Discussion of Awarding 400 North Viaduct Wellhouse Bid until the February 16th Meeting. James Ahlstrom seconded the Motion.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye	James Bruhn – aye
Kelly Enquist – aye	Mark Preece – aye
Rod Wood – aye	

7. Findings and Decision on Request for Variance for Mountain View Estates, Lot 104.

Steve Doxey summarized the background and decision on the request for a variance of Lot 104 in Mountain View Estates. The City Council heard oral argument on this request at its meeting on January 19th and directed staff to prepare a written decision denying the request as all of the requirements have not been satisfied.

MOTION: *James Ahlstrom made a Motion to adopt the decision and give the mayor authority to sign on behalf of council. Mark Preece seconded the Motion.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye	James Bruhn – nay
Kelly Enquist – aye	Mark Preece – aye
Rod Wood – aye	

8. Options Related to Construction of New Public Works Facility.

In 2018, the city purchased 5.5 acres on 1200 N from the South Davis Sewer District for the purpose of constructing a new public works facility to eventually replace the shop behind city hall and the yard adjacent to Jessi's Meadows subdivision.

Since 2018, the city has conducted geotechnical studies on the property and commissioned a master plan for the site. The city has also explored financing options and issued an un-awarded RFP for professional design services.

Duane Huffman summarized the options below for moving forward on this project as listed below, reminding the Council that costs have significantly increased since 2019. At that time, total costs were estimated at \$7m and may be closer now to \$8m.

- Maximize all available current assets to pay for project in cash
- Continue to build up capital funds until the city can more comfortably pay cash
- Finance the entire project

- Use a mix of cash and borrowing to fund the project

The Council also discussed the various sources for financing the project:

- Capital Projects Fund
- Water Fund
- Internal sources (General Fund, RAP Fund, Impact fees)
- Outside sources (Revenue Bonds, General Obligation Bonds)

There was discussion about whether to consider possible changes to the project including changes to size or building material. There is an immediate need to have an enclosed space for salt storage. Steve Maughan explained the challenges that arise when the salt is not properly covered, and the difficulty and waste involved.

The idea of selling some city real estate was discussed. Duane noted that two things to consider would be the possible future use of that land since acquiring land is quite difficult and it may be worth more once more surrounding development goes in.

Mayor Romney shared that while the city has been very hesitant to borrow funds in the past, for good reason, money is currently inexpensive, and we have the land as backup so perhaps that may be a good option to explore.

Duane was asked to research information on a revenue bond in the \$4-5m range and bring information to the council at its next meeting.

9. Minutes from January 19, 2021.

MOTION: *James Bruhn made a Motion to Approve Minutes from January 19, 2021. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

10. Staff Reports

Police – Brandon Erikson

- The county held a meeting with all stakeholders involved with dispatch. The consensus with all involved is there is definitely a need to update to a new central record management system, possibly through Spillman. They are still looking at finalizing all details, but this is the direction the entities within the county are exploring.

Public Works – Steve Maughan

- Working on the City Hall irrigation system south side of building.
- City Park – missing concrete due to Century Link not marking lines was repaired but will need to be replaced in the spring.
- Potholing areas throughout the city to better map out cast iron vs. PVC pipes.
- Generator was serviced but is still not working. We are getting a bid on costs and will present at the next meeting. The generator was originally installed in 2007.

Engineering – Kris Nilsen

- The Sellers building with new roof is now measured at 37'2" height. All necessary documents will be updated and submitted.

Community Development – Cathy Brightwell

- Planning commission is very busy working with John Janson updating land use regulations. They have suggested a joint meeting to discuss possible policy changes to ADUs and conditional uses. Duane suggested we add higher density options for discussion in this meeting.

Administrative Report – Duane Huffman

- Now that 1st budget amendment has been adopted we will begin working on a 2nd amendment to look at in March. Department heads are working on FY22 budgets.

11. Mayor / Council Reports

Mayor Romney – Covid-19 numbers are down significantly and continue to trend down. Vaccinations are ongoing, but we still have a way to go before we are adequately covered.

James Ahlstrom – No report – YCC did not meet this month.

James Bruhn – Arts Council is still working on concerts and posting to their YouTube channel.

Kelly Enquist – Would still like to have a July 4th parade even if it is just a spontaneous parade.

Mark Preece – There was a special sewer board meeting about being out of compliance last year. They are moving forward with the \$70 M price tag to fix the issues.

Rod Wood – Asked about the new proposed legislation that allows the billboards within the city to become electronic billboards. Duane confirmed that this is a current bill that is being watched closely.

12. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.

MOTION: *James Ahlstrom made a Motion to move into closed session via Zoom pursuant to UCA § 52-4-205 for the purpose of discussing pending or reasonably imminent litigation. The regular meeting will adjourn simultaneously upon adjournment of the closed session. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

The Motion PASSED with a vote as follows:

James Ahlstrom – aye	James Bruhn – nay
Kelly Enquist – aye	Mark Preece – aye
Rod Wood – aye	

MOTION: *James Ahlstrom made a Motion to Adjourn the Closed Meeting. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, February 16, 2021.

Cathy Brightwell, City Recorder