



WEST BOUNTIFUL CITY COUNCIL MEETING
MARCH 2, 2021 AT 7:30 PM
via Zoom
AMENDED AGENDA (3/1/2021)

Participants may access the meeting at <https://us02web.zoom.us/j/88300300492>
Or go to zoom.us > select **JOIN A MEETING** > Meeting ID: 883 0030 0492

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 Bruhn; Pledge of Allegiance – Kelly Enquist

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Res. 492-21, A Resolution Authorizing the Issuance and the Sale of Not to Exceed \$7,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds for the Purpose of Financing the Acquisition and Construction of a New Public Works Facility and Refunding Outstanding Sales Tax Revenue Bonds of the City.
4. Amended Plat/Lot Line Adjustment for JP Estates.
5. Ordinance 439-21, An Ordinance Amending the 2019 West Bountiful General Plan to Remove References to the Historical Overlay District and Add Clarification.
6. Ordinance 440-21, An Ordinance Amending WBMC 17.24.110 - Historical Overlay District, and Zoning Map.
7. Res. 493-21, A Resolution Approving Amendment #6 to the Interlocal Cooperation Agreement for Animal Control Services.
8. Discuss Curb, Gutter, and Sidewalk Construction Participation.
9. *Consider Purchase of Replacement Generator for City Hall.*
10. Minutes from February 16, 2021.
11. Staff Reports – Police, Public Works, Engineering, Community Development, Administration.
12. Mayor/Council Reports.
13. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
14. 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 26, 2021.

MEMORANDUM



TO: Mayor and City Council

DATE: February 26, 2021

FROM: Duane Huffman, City Administrator

RE: **Bond Parameters Resolution – Public Works Facility**

As directed at the last city council meeting, staff has prepared a bond parameters resolution for the council's consideration. This resolution is the first formal step necessary to begin the bonding procedure, but it does not commit the city to proceeding. It does authorize the city to begin the process, including public notice (and contest period). As the city has not finalized the total need for financing, the resolution is written to provide maximum flexibility, but it is expected that the final bonding will be significantly less than the parameters set forth.

Parameters:

- Proposed Purpose: (1) financing all or a portion of the costs of the acquisition, construction and improvement of a new public works facility;; (2) funding any necessary capitalized interest, reserves and contingencies in connection with the Bonds;; and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.
- Proposed pledge: Sales Tax Revenue
- Maximum Principal Amount: \$7,000,000
- Maximum Term: 21 years
- Maximum Interest: 5%

The city's financial advisor on the project (Mark Anderson – Zions Bank) and bond counsel (Brandon Johnson – Farnsworth Johnson PLLC) will be in attendance at the meeting to answer questions and otherwise advise the council.

Keeping in mind that interest rates are continually changing, the following table is what was reviewed at the last council meeting. As requested, staff reviewed the impact of options that would allow a 20-year bond to be paid off as early as 5 years (vs. 10 years), and it added roughly \$215,000 to the total cost.

West Bountiful Sales Tax Revenue and Refunding Bond Scenario

(Refund Series 2012 Sales Tax Revenue Bonds)

February 9, 2021

Method of Sale	Market	DP	Market	DP
Term (Years)	20	20	10	10
New Money Proceeds	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
TIC	1.77%	1.69%	0.88%	1.27%
Par	4,085,000	4,759,000	3,880,000	4,759,000
Premium	721,999	-	930,147	-
COI	65,000	41,000	65,000	41,000
Underwriter's Discount	20,425	-	19,400	-
Total P&I	5,723,768	5,650,377	5,023,961	5,097,512
Avg Annual DS	286,188	282,519	502,396	509,751
Refunding Savings (\$)	19,725	15,844	19,507	16,001
Refunding Savings (%)	2.78%	2.23%	2.75%	2.25%
New Money Principal	\$ 3,440,000	\$ 4,035,000	\$ 3,235,000	\$ 4,035,000
New Money Interest	1,539,108	869,873	1,044,301	317,007
New Money P&I	\$ 4,979,108	\$ 4,904,873	\$ 4,279,301	\$ 4,352,007
Refunding Principal	\$ 645,000	\$ 724,000	\$ 645,000	\$ 724,000
Refunding Interst	99,660	21,504	99,660	21,504
Refunding P&I	\$ 744,660	\$ 745,504	\$ 744,660	\$ 745,504

Method of Sale	Market	DP	Market	DP
Term (Years)	20	20	10	10
New Money Proceeds	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
TIC	1.77%	1.69%	0.88%	1.27%
Par	4,940,000	5,759,000	4,690,000	5,759,000
Premium	872,044	-	1,124,802	-
COI	65,000	41,000	65,000	41,000
Underwriter's Discount	24,700	-	23,450	-
Total P&I	6,918,928	6,838,129	6,073,349	6,168,714
Avg Annual DS	345,946	341,906	607,335	616,871
Refunding Savings (\$)	21,496	16,904	21,373	17,080
Refunding Savings (%)	3.03%	2.38%	3.01%	2.41%
New Money Principal	\$ 4,300,000	\$ 5,036,000	\$ 4,045,000	\$ 5,036,000
New Money Interest	1,879,767	1,057,678	1,283,688	388,262
New Money P&I	\$ 6,179,767	\$ 6,093,678	\$ 5,328,688	\$ 5,424,262
Refunding Principal	\$ 640,000	\$ 723,000	\$ 645,000	\$ 723,000
Refunding Interst	99,161	21,452	99,660	21,452
Refunding P&I	\$ 739,161	\$ 744,452	\$ 744,660	\$ 744,452

WEST BOUNTIFUL CITY

RESOLUTION #492-21

A RESOLUTION AUTHORIZING THE ISSUANCE AND THE SALE OF NOT TO EXCEED \$7,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION AND CONSTRUCTION OF A NEW PUBLIC WORKS FACILITY AND REFUNDING OUTSTANDING SALES TAX REVENUE BONDS OF THE CITY

WHEREAS, West Bountiful City (the “City”) considers it necessary and desirable and for the benefit of the City to issue its sales tax revenue bonds as hereinafter provided for the purpose of (a) financing all or a portion of the cost of the acquisition, construction and improvement of a new public works building in the City (the “Project”); (b) refunding, if economically desirable in the City’s judgment, the City’s Sales Tax Revenue Refunding Bonds, Series 2012 (the “*Refunded Bonds*”); (c) funding any necessary capitalized interest and reserves in connection with the Bonds; and (d) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “*Utah Code*”) and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (collectively, the “*Act*”), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Sales Tax Revenue Bonds in an aggregate principal amount not to exceed \$7,000,000 (the “*Bonds*”) pursuant to the General Indenture of Trust, dated as of October 1, 2021, as amended and supplemented to the date hereof (the “*General Indenture*”), and a Supplemental Indenture of Trust (the “*Supplemental Indenture*” and, together with the General Indenture, the “*Indenture*”); and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, the City is authorized by the Utah Code to acquire, construct and improve the Project, to enter into the Supplemental Indenture, and to issue the Bonds to refund the Refunded Bonds and to finance a portion of the cost of acquisition, construction and improvement of the Project, to fund any necessary capitalized interest and reserves, and to pay all related costs authorized by law;

WHEREAS, the City is authorized by the Act to enter into the Indenture and to issue the Bonds; and

WHEREAS, in the opinion of the City, it is in the best interests of the City that the Designated Officer (defined below) be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private purchase for the sale of the Bonds; (ii) if a private purchase sale is pursued, select a purchaser for the Bonds; (iii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds; (iv) if a

negotiated sale is pursued, select an underwriter for the Bonds; and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and the Bonds and to execute each Certificate of Determination, if necessary, containing such terms and provisions; and

WHEREAS, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the “*Notice of Bonds*”) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law and, in satisfaction of such requirement, the City desires to publish a Notice of Public Hearing and Intent to Issue Sales Tax Revenue Bonds (the “*Notice of Public Hearing*”) pursuant to such Section;

WHEREAS, Section 11-14-307(7) of the Act requires the City to submit the question of whether or not to issue the Bonds to voters for their approval or rejection if, within 30 calendar days after the publication of the Notice of Public Hearing, a written petition requesting an election and signed by at least 20% of the registered voters in the City is filed with the City; and

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to direct the publication of the Notice of Public Hearing and to provide for the form of the written petition requesting an election, as required by law;

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

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed \$7,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the form Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the General Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political

subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, and at the rates per annum and commencing on the dates, all as provided in the Supplemental Indenture.

(b) There is hereby delegated to the Designated Officers, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officers are hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed \$7,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 21 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.00% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time, if any, and redemption price at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the amount of capitalized interest and reserves, if any, necessary to be maintained in connection with the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this resolution.

For purposes of this resolution and the Bonds, “*Designated Officer*” means the (i) City Administrator, or (ii) in the event of the absence or incapacity of the City Administrator, the Mayor, or (iii) in the event of the absence or incapacity of both the City Administrator and the Mayor, the City Treasurer.

There is hereby delegated to the Designated Officer the authority to determine the method of sale for the Bonds. If a negotiated sale or private purchase is pursued for a series of Bonds, the Designated Officer is authorized to select the purchaser or underwriter and to obtain such information as he or she deems necessary to make such determinations as provided above.

If a competitive sale is pursued for a series of Bonds, immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the “*Best Bidder*”). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination, a form of which is attached hereto as *Exhibit C* (the “*Certificate of Determination*”) containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (a) waive any irregularity or informality in any bid or in the electronic bidding process; and (b) reject any and all bids for the Bonds.

In the event the method of sale selected by the Designated Officer for a series of Bonds is a negotiated sale or private purchase, a Purchase Contract (the “*Purchase Contract*”), in substantially the form attached hereto as *Exhibit B* and containing substantially the terms and provisions set forth therein, is hereby authorized and approved. To evidence the acceptance of each Purchase Contract, the Mayor is hereby authorized and directed to execute and deliver, and the City Recorder to attest and countersign the Purchase Contract, in substantially the form attached hereto as *Exhibit B*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of each Purchase Contract).

Section 3. Approval and Execution of the Supplemental Indenture. The Supplemental Indenture, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved, and the Mayor or the Deputy Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized to countersign such Supplemental Indenture, with such changes to the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Deputy Mayor, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. Each of the Mayor or the Deputy Mayor, the City Recorder or any Deputy City Recorder, the City Administrator and the City Treasurer or the Finance Director of the City is hereby authorized and directed to execute (a) such certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds and (b) a Continuing Disclosure Agreement and such other certificates and documents as shall be necessary to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission and other applicable federal securities laws.

Section 5. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor, (b) the City Recorder, (c) the City Treasurer or (d) the City Administrator shall be unavailable or unable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed, or attested and countersigned, respectively, by (i) the Deputy Mayor, (ii) any Deputy City Recorder, (iii) the Finance Director or (iv) an Assistant City Administrator. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 6. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code, the City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit D*, to be published one time in a newspaper of general circulation in the City.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the form of the Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Publication of Notice of Public Hearing. The City Recorder shall publish or cause to be published the Notice of Public Hearing in a newspaper of general circulation in the City. Such notice shall be published once a week for two consecutive weeks, with the first publication being at least 14 days prior to the date set for the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit E*.

Section 9. Form of Petition. The form of the petition to be used by registered voters in requesting that an election be called to authorize the Bonds shall be in substantially the form attached hereto as *Exhibit F*.

Section 10. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 11. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 12. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the City Council of West Bountiful City, Utah, this 2nd day of March 2021.

WEST BOUNTIFUL CITY, UTAH

Kenneth Romney, Mayor

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

ATTEST:

Cathy Brightwell, City Recorder

EXHIBIT A

[ATTACH FORM OF SUPPLEMENTAL INDENTURE OF TRUST]

EXHIBIT B

[ATTACH FORM OF PURCHASE CONTRACT]

EXHIBIT C

[FORM OF CERTIFICATE OF DETERMINATION]

EXHIBIT D

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on March 2, 2021, the City Council (the “*Council*”) of West Bountiful City, Utah (the “*City*”), adopted a resolution (the “*Resolution*”) in which it authorized and approved the issuance of its Sales Tax Revenue Bonds (the “*Bonds*”), in an aggregate principal amount of not to exceed Seven Million Dollars to bear interest at a rate or rates of not to exceed five percent per annum and to mature not later than twenty-one years from their date or dates and to be sold at a discount from par not to exceed two percent. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the General Indenture of Trust, described below, and the final form of the Bonds and Supplemental Indenture, described below.

The Bonds are to be issued and sold by the City pursuant to (a) the Resolution, (b) a General Indenture of Trust (the “*General Indenture*”), and (c) a Supplemental Indenture of Trust (the “*Supplemental Indenture*”). The Supplemental Indenture will be executed and delivered at a future date prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing all or a portion of the cost of acquiring, constructing and improving a new public works facility in the City (the “*Project*”); (b) refunding, if economically desirable in the City’s judgment, all or a portion of the City’s currently outstanding Sales Tax Revenue Refunding Bonds, Series 2012 (the “*Refunded Bonds*”); (c) funding reserves, if necessary; and (d) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds. The City reserves the right to issue Bonds for the purpose described in clause (a) without issuing the Bonds for the purpose described in clause (b).

The repayment of the Bonds will be secured by a pledge of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code (the “*Pledged Taxes*”).

The City currently has \$842,000 par amount of bonds currently outstanding that are secured by the Pledged Taxes. More detailed information relating to the City’s outstanding bonds can be found in the City’s most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor’s website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is \$8,937,000.

A copy of the Resolution (including the drafts of the Supplemental Indenture and a copy of the General Indenture attached to the Resolution) is on file in the office of the City Recorder at 550 North 800 West, in West Bountiful, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Supplemental Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or any provisions made for their security and payment for any cause.

DATED March 2, 2021.

WEST BOUNTIFUL CITY, UTAH

EXHIBIT E

WEST BOUNTIFUL CITY, UTAH NOTICE OF PUBLIC HEARING AND INTENT TO ISSUE SALES TAX REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the “*Council*”) of West Bountiful City, Utah (the “*City*”), shall hold a public hearing to receive input from the public with respect to the issuance of its Sales Tax Revenue Bonds (the “*Bonds*”) to finance all or a portion of the cost of acquiring, constructing and improving a new public works facility in the City (the “*Project*”) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “*Act*”).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project; (2) funding any necessary capitalized interest, reserves and contingencies in connection with the Bonds; and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in an aggregate principal amount not exceeding Seven Million Dollars.

SALES TAXES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds all of the legally available revenues from Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at _____ p.m. on _____, 2021. The public hearing will be held at the regular meeting place of the Council at 550 North 800 West, in West Bountiful, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

NOTICE OF RIGHT TO FILE PETITION TO HOLD AN ELECTION

NOTICE IS FURTHER GIVEN that pursuant to Section 11-14-307(7), Utah Code, if within 30 calendar days of the final publication of this notice on _____, 2021, a written petition requesting an election and signed by at least twenty percent (20%) of the registered voters of the City is filed with the City, then the City shall submit the question of whether or not to issue the Bonds to the voters of the City for their approval or rejection.

If no written petition is filed or if fewer than 20% of the registered voters of the City sign a written petition, in either case, within 30 calendar days of the final publication of this notice on _____, 2021, the City may proceed to issue the Bonds without an election.

DATED March 2, 2021.

WEST BOUNTIFUL CITY, UTAH

EXHIBIT F

PETITION

To: City Recorder
West Bountiful City, Utah

We, the undersigned citizens and registered voters of West Bountiful City, Utah, respectfully request that an election be called by the City Council (the "*City Council*") of West Bountiful City, Utah (the "*City*"), pursuant to the provisions of Section 11-14-307(7), Utah Code Annotated 1953, as amended, to authorize the issuance by West Bountiful City, Utah, of its Sales Tax Revenue Bonds, in a maximum principal amount not exceeding \$7,000,000, as to which notice of intention to issue was published on _____, 2021, and _____, 2021, in _____ pursuant to the provisions of a resolution passed by the City Council at a regular meeting of the City Council held on March 2, 2021, and each for himself or herself says: I have personally signed this petition; I am a registered voter of West Bountiful City, Utah; my residence and post office address are correctly written after my name:

WARNING

It is a felony for any one to sign any initiative or referendum petition with any other name than one's own, or knowingly to sign one's name more than once for the same measure, or to sign such petition when one knows that he or she is not a registered voter.

[illegible]

[The following certification shall be attached to the Petition containing the signature of voters]

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, _____, of _____, hereby certify that I am a registered voter of West Bountiful City, Utah, that all the names which appear on this sheet were signed by persons who professed to be the persons whose names appear thereon, and each of them signed his or her name thereto in my presence, I believe that each has printed and signed his or her name, and written his or her post office address and residence correctly, and that each signer is a registered voter of West Bountiful City, Utah.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public (or other official title)

MEMORANDUM



TO: Mayor and City Council

DATE: February 26, 2021

FROM: Staff

RE: Lot Line Adjustment – JP Estates

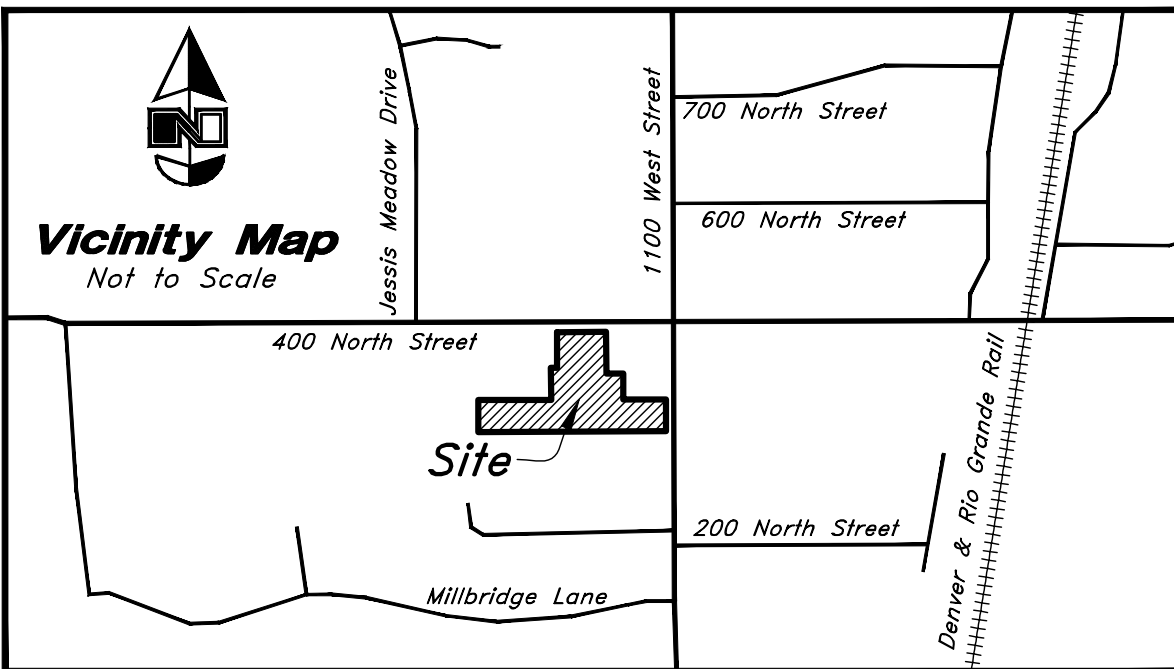
The owners of JP Estates Subdivision have submitted a request to adjust a shared lot line, moving the shared east-west line 3 ft. to the south and squaring the southwestern corner of Lot 201 (see attached original and amended plat).

The city's land use authority is required to approve such lot line adjustments if it will not result in the violation of a land use ordinance (*Utah Code Ann. § 10-9a-608(5)*).

City staff has reviewed the adjustment and finds that the change will not violate any of the city's land use regulations. Staff recommends that the council adopt a motion approving the lot line adjustment as shown.

JP Estates, Amended

Amending Lots 101 & 102, JP Estates Subdivision, located in the
Southeast Quarter & Northeast Quarter of Section 23, T2N, R1W, SLB&M, U.S. Survey
West Bountiful City, Davis County, Utah



Narrative

This Amended Subdivision plat was requested by Nelson Christensen Hollingworth & Williams to create a new lot line between Lots 101 and 102 of the underlying plat..

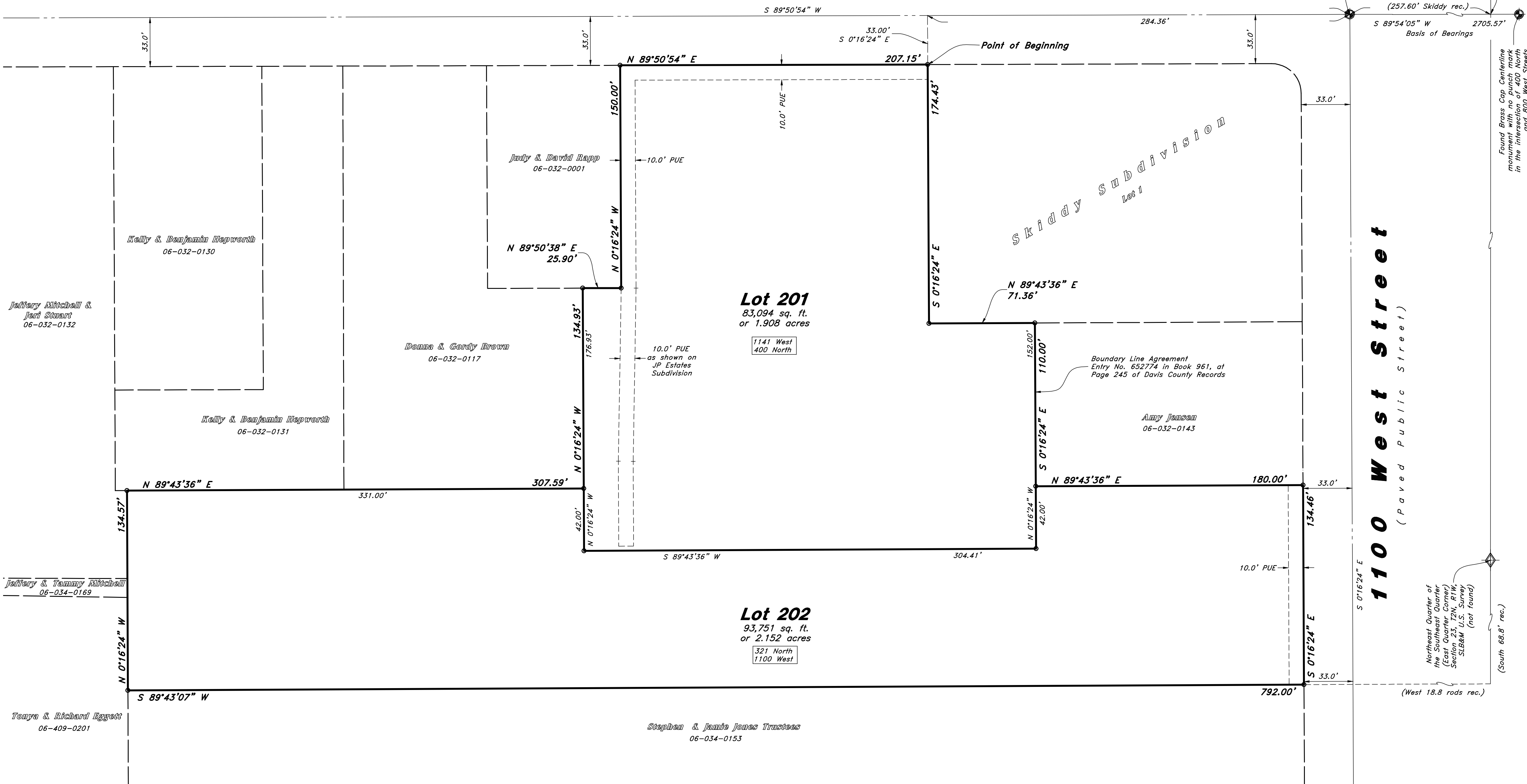
This Subdivision retraces and honors a 2016 Great Basin Engineering Record of Survey and the underlying 2020 Subdivision.

A line between Centerline monuments found marking the Centerline of 400 North Street at 800 West and 1100 West Streets was assigned the bearing of South 89°54'05" West as the Basis of Bearings to retrace and honor the previous Survey.

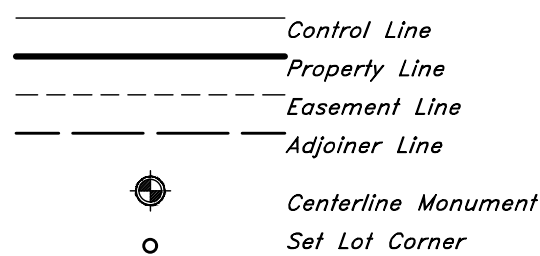
Property Corners were placed as shown hereon.

400 North Street

(Paved Public Street)



Legend



Recommended for Approval

Approved this _____ Day of _____ A.D., 20____.

West Bountiful City Attorney

Recommended for Approval

Approved this _____ Day of _____ A.D., 20____.

West Bountiful City Engineer

Recommended for Approval

Approved this _____ Day of _____ A.D., 20____.
by the Planning Commission of West Bountiful City

Chairman, Planning Commission

West Bountiful City Council

Presented to the City Council of West Bountiful, Utah this _____ Day of _____ A.D., 20____. At which time this subdivision was approved and accepted.

Affest: City Recorder

Mayor

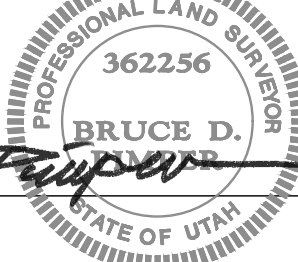
Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Licensed Professional Land Surveyor in the State of Utah and that I hold Certificate No. 362256 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify for, and on behalf of Anderson Wahlen & Associates that by authority of the owners I have completed a survey of the property described on this Subdivision Plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as JP Estates, Amended.

Description

Amending Lot 2, Skiddy Subdivision together with more land located in the Southeast & Northeast Quarter of Section 23, T2N, R1W, SLB&M, U.S. Survey, in Davis County, Utah:

Beginning at a the Northwest Corner of Lot 1 of Skiddy Subdivision on the South line of 400 North Street as it exists at 33.00 foot half-width, located 284.36 feet South 89°50'54" West and 33.00 feet South 0°16'24" East from a Brass Cap Centerline monument described of record as being found marking the intersection of 400 North and 1100 West Streets, said monument is described of record as being South 0°01'16" West 2258.07 feet along the Section Line and South 89°54'05" West 257.60 feet from the Northeast Corner of said Section 23 said monument is located 2705.57 feet South 89°54'05" West along the centerline of 400 North Street from a Brass Cap Centerline monument found marking the intersection of 400 North and 800 West Streets; and running thence South 0°16'24" East 174.43 feet along the West line of said Lot 1 to the Southwest corner thereof; thence North 89°43'36" East 71.36 feet along the South line of said Lot 1; thence South 0°16'24" East 110.00 feet along a line monumented on the ground by an existing fence referenced in a Boundary Line Agreement recorded as Entry No. 652774 in Book 961, at Page 245 of Davis County Records; thence North 89°43'36" East 180.00 feet to the West line of 1100 West Street as it exists at 33.00 foot half-width; thence South 0°16'24" East 134.46 feet along said West line to a point described as being located 15.8 rods West and 66.8 feet South of the Northeast corner of the Southeast Quarter of said Section 23; thence South 89°43'07" West 792.00 feet; thence North 0°16'24" West 134.57 feet; thence North 89°43'36" East 307.59 feet; thence North 0°16'24" West 134.93 feet; thence North 89°50'38" East 25.90 feet; thence North 0°16'24" West 150.00 feet to said South line of 400 North Street; thence North 89°50'54" East 207.15 feet along said South line to the point of beginning.



Contains 176,845 sq. ft.
or 4.060 acre
2 Lots

26 Feb, 2021

Date: _____
Bruce D. Pimper
Utah PLS No. 362256

Owner's Dedication and Consent to Record

Know all men by these presents that I, the undersigned owner of the hereon described tract of land, hereby vacate an existing subdivision Lot, and hereby set apart and subdivide the same into 2 Lots as shown on this plat and name said plat

JP Estates, Amended

The undersigned owner hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereby I have hereunto set my hand This _____ Day of _____ AD, 20____

Michael and Erica Christensen,
Husband and Wife as Joint Tenants

Desert Harbor, LLC

by: Michael Christensen

by: Randy Sellers
Its: Manager

Acknowledgment

State of Utah } ss

County of Davis

On this _____ day of _____, 20____, personally appeared before me, Randy Sellers, the signer of the foregoing instrument, who duly acknowledged to me that they are the Manager of Desert Harbor, LLC and is authorized to execute the foregoing Dedication in its behalf and that they executed it in such capacity.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

Acknowledgment

State of _____ } ss

County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, Michael Christensen, the signer of the foregoing instrument who duly acknowledged to me that they executed the same.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

Acknowledgment

State of _____ } ss

County of _____

On the _____ day of _____, 20____, personally appeared before me, the undersigned Notary Public, Erica Christensen, the signer of the foregoing instrument who duly acknowledged to me that they executed the same.

Notary Public Full Name: _____

Commission Number: _____

My Commission Expires: _____

A Notary Public Commissioned in Utah

(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

JP Estates, Amended

Amending Lots 101 & 102, JP Estates Subdivision located in the
Southeast Quarter & Northeast Quarter of Section 23, T2N, R1W, SLB&M, U.S. Survey
West Bountiful City, Davis County, Utah

Davis County Recorder

Entry No. _____ Fee Paid _____

Filed for Record and Recorded this _____ Day of _____, 2019 at _____

In Book _____ at Page _____ of Official Records.

County Recorder: _____

MEMORANDUM



TO: Mayor & City Council

DATE: February 26, 2021

FROM: Staff

RE: **(Agenda Items 5 & 6)** Proposal to Eliminate the Historical Overlay District (WBMC 17.24.110), Similar references in the General Plan, and Establish New Boundaries for a Historic District

In October 2020, the city council asked the planning commission to review the Historical Overlay District in WBMC 17.24.110 and make a recommendation on the need to continue the building and design standards. Multiple properties have been allowed to be removed from the District including the entire Heritage Pointe subdivision and a review to determine whether these regulations are still relevant was needed.

Background

The current historic overlay district appears to have its roots in an ordinance that established a historic preservation commission in 1994. This group was comprised of volunteer residents who had an interest in preserving and protecting historic homes in the city. The Commission was charged to survey and inventory community historic resources, review proposed nominations to the national register of historic places, establish a West Bountiful historic sites list, and to provide advice and information to city officials.

In 2007, the historic preservation commission was given additional duties to act as a review and enforcement committee for historic streetscapes, landscapes, and architectural design standards. This oversight included the historic homes on 800 West as well as the Heritage Pointe subdivision.

In 2012, an ordinance was adopted which stated that the review and approval of design plans within the city's historic district is better handled by an architectural review board managed by the city's planning department. The city's zoning map was modified to show the boundaries of the Historic District, which was not well documented but based on best information available at the time.

In 2015, the Historical Overlay District ordinance was adopted and created the Architectural Review Board consisting of the zoning administrator, the chairman of the historic preservation commission, and an architect experienced in historic designs. This District is fully within the R-1-10 zone and the building and design regulations applied to dwellings and buildings that are erected or extensively altered within the District.

The historical overlay district is a unique land use zone that exclusively governs architectural design through the architectural review board that reviews all building permits “to ensure the preservation of historic properties to the greatest degree possible.”

Current District

The Historical Overlay District consists of approximately 27 homes/lots along portions of 800 West after the city council removed Heritage Pointe’s 36 lots from the District on November 3, 2020.

The attached map shows the boundaries of the Historical Overlay District which are irregular in shape. On the east side of 800 West, the District begins at the Fisher home on 1000 N and goes south to the Mackey home on the north side of city hall. This includes the Pages Circle subdivision built in 2007 and an LDS chapel.

On the west side of 800 West, the District begins with the Hopkinson property (1200 N) and goes south to the DeWaal home on 400 N. The west boundary juts in and out in several places excluding a few homes built in the late 1800’s. The homes in the District range in age from 1882 to 2019.

Planning Commission Findings and Recommendation

The planning commission has been researching and discussing issues related to the Historical Overlay District and Historic Areas within the City for several months. Commissioners support elimination of WBMC 17.24.110 - Historical Overlay District, except for a purpose paragraph that talks about West Bountiful’s intent to preserve, protect, and enhance historic areas and sites within the city. They also attempted to clean up the boundaries of the Historic District by extending it east on 1000 N and south of 400 N on 800 West.

As part of the elimination of the Historical Overlay District described above, updates are required to the General Plan to be consistent. A public hearing was held on January 12, 2021 to address the changes to the Municipal Code, and a public hearing was held February 23, 2021 to address similar changes to the General Plan.

On February 23, 2021, the Commission unanimously voted to recommend:

1. Modifications to WBMC 17.24.110 eliminating the Historical Overlay District (see attached).
2. Modifications to the Land Use Section of the West Bountiful General Plan to be consistent with #1 above (see attached).
3. Establishing a new boundary for the West Bountiful Historic District which does not impact those properties currently on the National Historic Register (see attached maps showing current and proposed boundaries).

If the planning commission’s recommendation is adopted, the city will no longer oversee any architectural standards beyond the basic land use laws within the underlying R-1-10 residential zone.

WEST BOUNTIFUL CITY

ORDINANCE #439-21

AN ORDINANCE AMENDING THE 2019 WEST BOUNTIFUL GENERAL PLAN TO REMOVE REFERENCES TO THE HISTORICAL OVERLAY DISTRICT AND ADD CLARIFICATION

WHEREAS, the West Bountiful City Council is empowered to adopt and amend the City's General Plan pursuant to UCA 10-9a-401; and,

WHEREAS, the most recent update of the West Bountiful General Plan was 2019; and

WHEREAS, the City Council and Planning Commission have been reviewing the Historical Overlay District in WBMC 17.24.110, the associated building and design standards, and similar references in the West Bountiful General Plan; and,

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on February 23, 2021, and unanimously voted to recommend the City Council adopt the General Plan amendments reflected in Exhibit A; and

WHEREAS, the City Council finds that the proposed amendments are in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED by the West Bountiful City Council that the amendments proposed in Exhibit A are adopted.

This ordinance will become effective upon signing and posting.

Adopted this 2nd day of March 2021.

By:

Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Wood	_____	_____

Attest:

Cathy Brightwell, City Recorder

WEST BOUNTIFUL GENERAL PLAN 2019

I. INTRODUCTION

Removed Historic Preservation Section that generally discussed State and City authority.

II. LAND USE

GOAL 5: Promote and protect West Bountiful City's heritage and historic areas.

OBJECTIVE 1: Protect and enhance West Bountiful's historic district as the heart and focal point of the City.

POLICY 1: Maintain the nationally recognized West Bountiful Historic District and additional historic properties near the heart of the City through streetscapes and other features that recognize the historical significance of the area.

POLICY 2: Erect historic or vintage street signs with the original street names and numbering system along Onion Street, Howard Street, etc.

POLICY 3: Coordinate planning efforts within the historic district to ensure that all new construction and streetscape projects enhance rather than compromise the integrity of the historic district.

POLICY 4: (new) A priority should be placed on ensuring that increased density development, other than as allowed in the R-1-10 zoning district, does not occur on property within the historic district

2.4 Future Land Use Plan

Historic District and Legacy Overlay Zone

The West Bountiful Future Land Use Plan includes the West Bountiful Historic District and a Legacy Overlay Zone. (*removed reference to Historical Overlay Zone*)

Historic District (*removed reference to Historical Overlay Zone*)

West Bountiful contains some extraordinary examples of historic Utah architecture. Enough historic homes exist along the 800 West corridor that the area was officially designated in 2004 by the National Register of Historic Places as the West Bountiful Historic District. West Bountiful residents are very proud of the City's history and have a desire to preserve and celebrate this heritage through land use planning and urban design.

With the City Hall and an elementary school located within this same corridor, the historic district functions as the heart of the West Bountiful community. Because this historic district represents so much of the West Bountiful community heritage and serves an important role as the civic heart of the City, special consideration should be given to streetscape and urban design enhancements throughout this corridor.

To protect the integrity of West Bountiful's historic city center, West Bountiful has designated a historic district, shown on the Land Use Map (**FIGURE 2.2**).

For purposes of this General Plan, the term "historic district" is used generically to describe **all** properties located within the official West Bountiful Historic District or added by designation in the National Register of Historic Places.

The historic district is intended to ensure that all new infrastructure is carefully evaluated to ensure that it will preserve the historic character and integrity of the area, and that historic structures are carefully documented before any modification or demolition.

The City should consider a unique street cross section for the historic district, to enhance pedestrian safety and beautify the street. Urban design elements to consider include decorative street and pedestrian lighting (perhaps embellished with hanging plant baskets or flags), park benches along sidewalks or parkstrips, consistent street tree plantings, historic street signage, and upgraded sidewalk or crosswalk paving materials.

WEST BOUNTIFUL CITY

ORDINANCE #440-21

AN ORDINANCE AMENDING WEST BOUNTIFUL MUNICIPAL CODE 17.24.110 - HISTORICAL OVERLAY DISTRICT AND ZONING MAP

WHEREAS, Utah Code Annotated § 10-9a-101 et seq., also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Land Use Ordinances and Zoning Maps; and,

WHEREAS, the City Council and Planning Commission have been reviewing the Historical Overlay District in WBMC 17.24.110, the associated building and design standards, and similar references in the West Bountiful General Plan; and,

WHEREAS, the West Bountiful Planning Commission held a properly noticed public hearing on January 12, 2021, and unanimously voted to recommend the City Council eliminate the Historical Overlay District and modify the boundaries of the Historic District on the City’s Zoning Map; and,

WHEREAS, the City Council finds that the proposed amendments are in the best interest of the City.

NOW, THEREFORE BE IT ORDAINED by the West Bountiful City Council that WBMC 17.24.110 and the City Zoning Map are amended as reflected in Exhibits A and B.

This ordinance will become effective upon signing and posting.

Adopted this 2nd day of March 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

EXHIBIT A

2/26/2021

CLEAN

WEST BOUNTIFUL MUNICIPAL CODE

17.24.110 Historic District – CLEAN

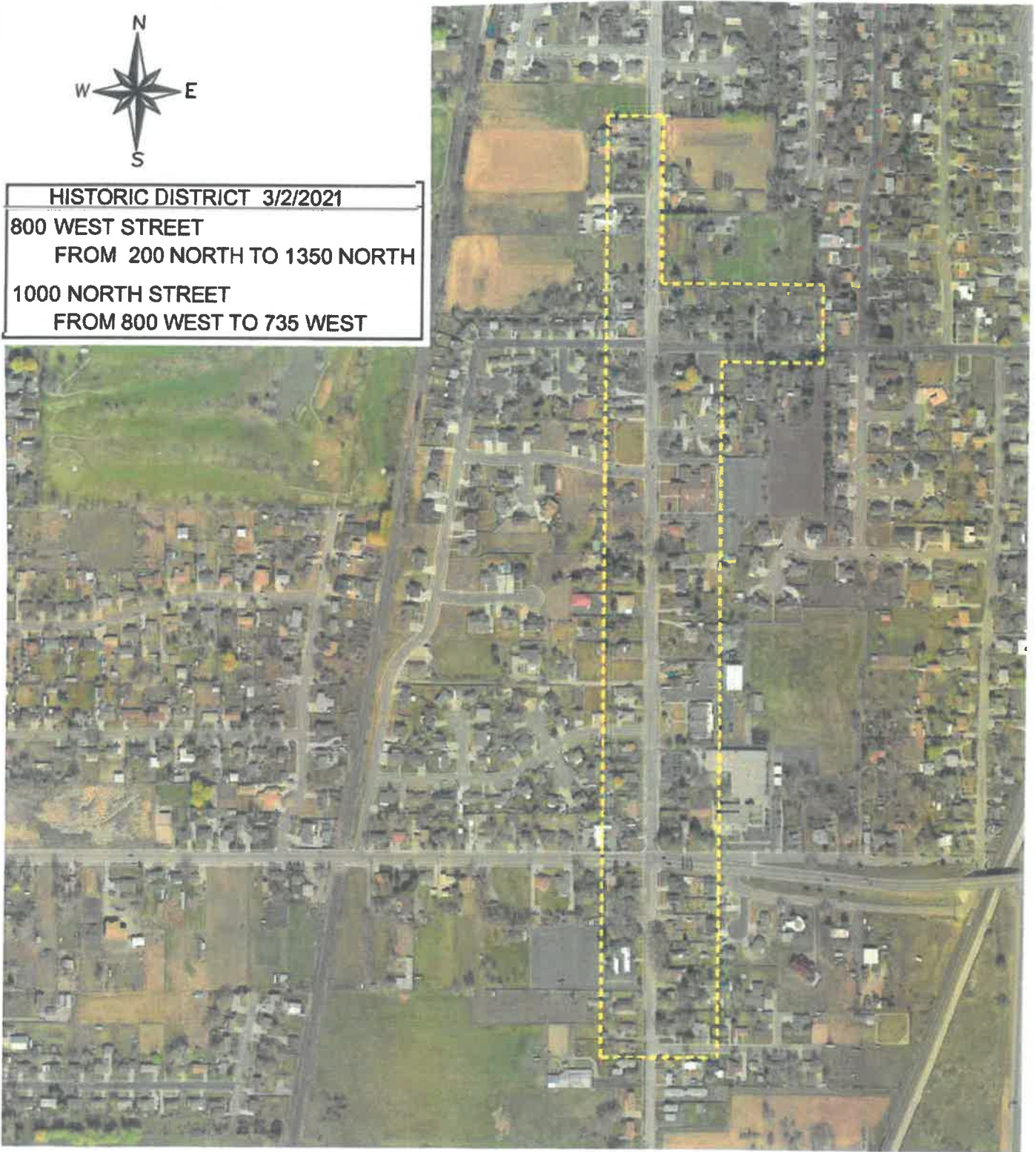
(Removed everything but paragraph below)

The city recognizes that the historical heritage of the West Bountiful community is among its most valued and important assets. It is therefore the intent of West Bountiful to preserve, protect and enhance historic areas and sites within the city. These historic areas, included in the R-1-10 district, are designated as the West Bountiful Historic District. *(See the map below.)*

WEST BOUNTIFUL HISTORIC DISTRICT

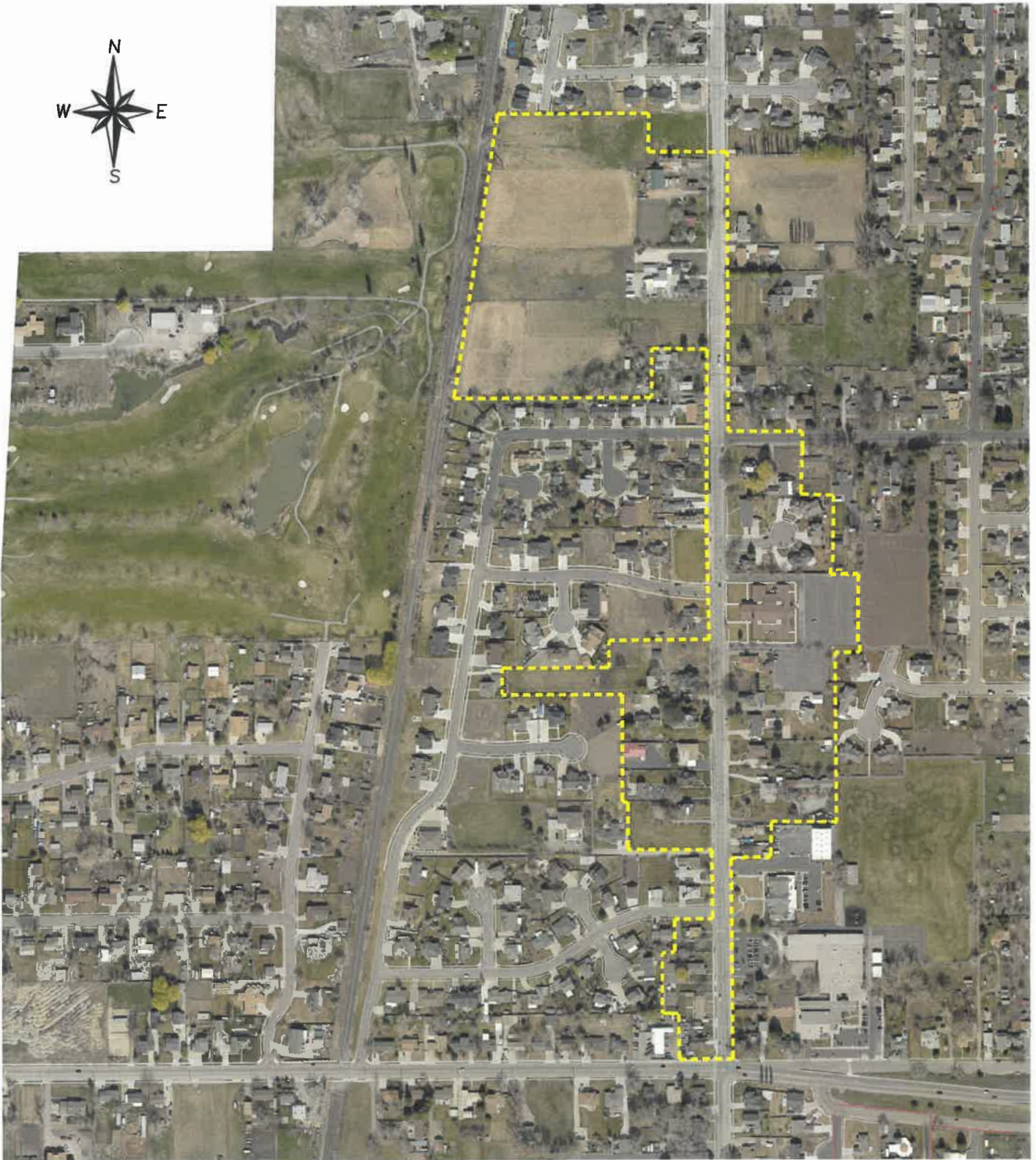


HISTORIC DISTRICT 3/2/2021
800 WEST STREET
FROM 200 NORTH TO 1350 NORTH
1000 NORTH STREET
FROM 800 WEST TO 735 WEST



WEST BOUNTIFUL HISTORIC DISTRICT MAP

(Current)



11/03/2020

MEMORANDUM



TO: Mayor & Council

DATE: February 25, 2021

FROM: Duane Huffman

RE: **Animal Control Agreement Amendment**

In July 2016, the city adopted a new interlocal agreement for animal control services with Davis County. The new agreement contemplated annual payment adjustments based on costs, city use, and capital needs.

The attached resolution is for the cost amendment for the 2021 calendar year. The table below compares the costs from 2016 to 2021.

Animal Control Costs						
	2016	2017	2018	2019	2020	2021
General Animal Control	\$7,236	\$9,154	\$11,198	\$13,255	\$15,380	\$13,036
Wildlife	\$1,519	\$1,184	\$1,210	\$2,034	\$2,060	\$361
Capital Needs	\$590	\$647	\$742	\$780	\$760	\$603
Total	\$9,346	\$10,985	\$13,150	\$16,070	\$18,200	\$14,000

Of particular note for this year's amendment, the County ceased providing wild nuisance animal pick up and/or euthanization services in 2020.

Staff continues to recommend participation with the county as the most effective method of providing animal control services, and hence recommends the adoption of the amendment.

WEST BOUNTIFUL CITY

RESOLUTION #493-21

A RESOLUTION APPROVING AMENDMENT NO. 6 TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the West Bountiful city council met in regular session on March 2, 2021 to consider entering into a new interlocal cooperation agreement between Davis County and West Bountiful City; and

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement for Animal Control Services which is labeled Davis County Contract No. 2016-256 by which the County agreed to provide animal services to the City through December 2020; and

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that Amendment No. 6 to the Interlocal Cooperation Agreement for Animal Services found in Exhibit A is hereby adopted and extended to December 31, 2021.

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

Passed and approved by the City Council of West Bountiful City this 2nd day of March 2021.

Kenneth Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

AMENDMENT NO. 06 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 06 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 6”) is made and entered into as of January 1, 2021, by and 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”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 6 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-256 (the “Agreement”); and
- B. The Agreement expired by its terms on December 31, 2020. The County proposed an Amendment No. 5 to extend the expiration of the Agreement to January 31, 2021 until an amendment could be executed extending the Agreement through December 31, 2021. The Parties never executed Amendment No. 5; and
- C. The Parties have continued to operate as if the Agreement had been extended. Through this Amendment No. 6, the Parties desire to modify certain terms and/or provisions of the Agreement, including to extend its expiration from December 31, 2020 to December 31, 2021.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 6, the Parties do hereby agree as follows:

- 1. Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2021 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2021 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,134,321.20
	Operating:	\$385,687.54
	Capital Equipment:	\$210,493.44
	Allocations:	+ \$166,310.00
	Total Expenditures:	\$2,896,812.18
Projected 2021 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$180,500
	Surgical Fees:	\$48,000
	Wildlife Fees:	\$12,823.50
	Donations:	\$1,500
	Total Revenues:	+ \$5,000
		\$467,823.50
Projected 2021 Expenditures Less Projected 2021 Revenues:		\$2,896,812.18
		- \$467,823.50
		\$2,428,988.68

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Combined Cities' 50% Obligation:		\$2,428,988.68 x 0.50 \$1,214,494.34
Average of the City's Total Billable Calls for 2019 and 2020:		105
Average of Combined Cities' Total Billable Calls for 2019 and 2020:		9784
The City's 2020 Usage Rate:		$105 / 9784$ =1.0733%
The City's 2021 Calendar Year Obligation to the County:		\$13,035.72

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2021 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2020:	14
Cost to City for Each Wildlife Call in 2020:	\$25.75
The City's 2021 Calendar Year Obligation to County for Wildlife Calls:	\$360.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2021 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2021 Obligation of the Combined Cities:	\$56,200.00
The City's 2020 Usage Rate:	1.0733%
The City's 2021 Calendar Year Obligation to the County:	603.22

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Discontinuation of Wildlife Services.** In reference to Section 1(b) of the Agreement *Wildlife Services*, the County and the City discontinued the pick-up and euthanasia of wild nuisance animals, such as raccoons and skunks, trapped within City's limits as of July 01st, 2020. This Amendment No. 6, includes the City's obligation for wildlife services up-to and including the discontinuation date of July 01st, 2020 and the city will not be charged beyond that date for wildlife services within the City's limits.
3. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement *Capital Projects Fund Regarding the Shelter*, this Amendment No. 6 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2021. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:

- a. The Combined Cities' annual calendar year obligation for 2021 to the Capital Projects Fund Regarding the Shelter as referenced in Exhibit A above will be \$56,200. The City's specific portion of the Combined Cities obligation, shall be the average of the City's calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control services for the two calendar years immediately prior ("Usage Rate") multiplied by the Combined Cities' calendar year obligation.
4. **Term of Agreement.** In reference to Section 10 of the Agreement *Term of Agreement*, this Amendment No. 6 shall, subject to the termination and other provisions set forth therein, terminate on December 31, 2021 at 11:59 p.m. (the "Term") The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.
5. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 6, the terms and conditions of the Agreement shall remain in full force and effect.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	WEST BOUNTIFUL CITY
By: _____ Chair, Board of Davis County Commissioners	By: _____ Mayor Ken Romney
Date: _____	Date: _____
ATTEST:	ATTEST:
_____ Davis County Clerk/Auditor	_____ Cathy Brightwell, City Recorder
Date: _____	Date: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____ Davis County Attorney's Office	_____ Stephen Doxey, City Attorney
Date: _____	Date: _____

MEMORANDUM



TO: Mayor and City Council

DATE: March 1, 2021

FROM: Duane Huffman, City Administrator

RE: **Generator**

Staff is recommending the city purchase a replacement generator for the city hall/shop facility. Option 1 is to replace the entire unit (generator/engine/tank/enclosure/etc.) with a Cummins 175 kW Diesel Powered Generator/ for \$46,550 (Taylor Electric). Option 2 is to replace just the generator (keep existing diesel engine, tank, enclosure) with a Stamford 169 kW Generator for \$11,177 (Precision Power).

Background

The generator serves as back-up power for the city hall and public works shop. As was evident during the 2020 windstorm, a power back-up is critical as the building is the city's primary emergency operations center. Along with communications and organization, power is also necessary to maintain the police evidence room requirements.

The current Baldor generator was installed in 2008 and has a history of problems (including originally having the incorrect voltage). The diodes (parts that direct the current) have been replaced several times. The generator was installed and has been serviced by Precision Power, but there was a gap in service records between 2008 and 2013.

After the 2020 windstorm, the city contracted with Taylor Electric to isolate the solar panels from the system to ensure they were not causing the generators diodes to burn out; however, this ultimately did not correct the problem, and the generator is again out of service.

To staff's knowledge, the current diesel engine, fuel tank, and enclosure are all in good condition, but they are now over 13 years old.

Options

Staff received quotes/options from Precision Power, Taylor Electric, and Salmon. In reviewing the options, staff recommends the following two as representing the best value (all quotes/bids are attached to this memo).

1. Cummins 175 kW Diesel Powered Generator/ for \$46,550 (Taylor Electric) – Entire System
Pros: New system with compatible parts and new warranties.
Cons: Cost.

2. Stamford 169 kW Generator for \$11,177 (Precision Power) - Keep existing diesel engine, tank, enclosure.

Pros: Maximizes the value of existing parts.

Cons: Not industry standard. Different manufacture from original set-up. Risks incompatibility and of having older parts fail.



Taylor Electric, Inc.

2650 S 1030 W

Salt Lake City, UT 84119

Phone: (801) 413-1300 | Fax: (801) 413-1301

PROPOSAL

PROJECT NAME: West Bountiful City Generator Replacement

COMPANY: West Bountiful City
CONTACT: Ken Romney
PHONE:
ADDRESS:

DATE: 9/22/2020
SUBMITTED BY: Christopher Joyal
PHONE: (801) 413-1366
EMAIL: cjoyal@taylor-electric.com
ADDENDUM ACK.

NOTE: This proposal is based on the division 26,27,28 specifications, electrical drawings and/or as modified below. It is submitted under the agreement, that, if accepted our retention % will be no more than the general contractors. Further, our retention will be held only to the extent that it is being held by the owner until completion of the electrical work and not because of other trades. It is expected that a subcontract agreement will be tendered to Taylor Electric, Inc. that complies with the most current AIA standard subcontract language. **This proposal expires 30 days from the date above.**

Thank you for the opportunity to provide you with this proposal. Please call me if you have any questions.

CLARIFICATIONS

Remove Fuel from existing gen base tank. Replace fuel once new generator is set
Remove existing generator. Replace with new comparable generator
Presume existing concrete pad will be about the same size.

EXCLUSIONS

Utility company fees are not included.
Performance and Payment Bond is not included.
BIM is not included.
Permit fees are not included.
Sales Tax is not included.
Cutting and Patching of hardscapes is not included.
Housekeeping pads and formed concrete is not included.
Video Production of training is not included.
Power shut-downs are assumed to be scheduled during normal business hours.
Formed concrete is not included, i.e. generator pad, housekeeping pad.
Architectural and structural finishes, cutting and patching is not included.
Any electrical items shown on drawings or specifications other than the electrical drawings are NOT INCLUDED.

GENERATOR OPTIONS

Manufacturer	Quote	Enclosure type	Lead Time	
CUMMINS	\$46,550	Sound Enclosure	9-10 Weeks	Included in quote
CAT	\$41,240	Weather Enclosure only	17-19 Weeks	



Taylor Electric, Inc.

2650 S 1030 W

Salt Lake City, UT 84119

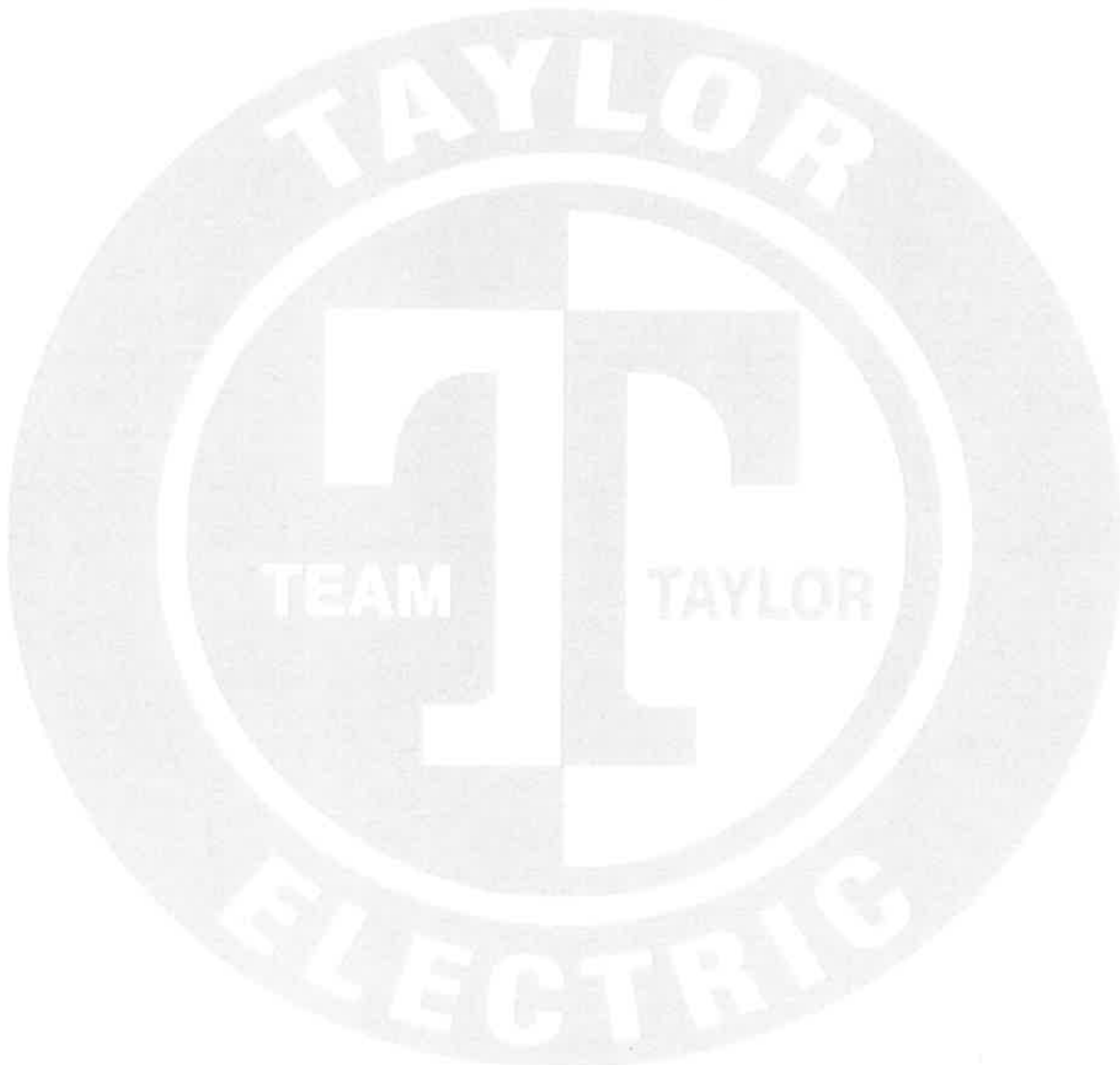
Phone: (801) 413-1300 | Fax: (801) 413-1301

PROPOSAL

PROJECT NAME: West Bountiful City Generator Replacement

Kholer \$39,743 Weather Enclosure only 13-14 Weeks

BASE BID AMOUNT: \$ **59,299**



Our energy working for you.™



Quotation

Cummins Sales and Service
2167 South 5370 West
West Valley City UT 84120 United States
David Olney 801-524-1382
September 9, 2020

Project Name: West Bountiful City

Quotation: DO1605000000683801090920-01

Thank you for your inquiry. The following proposal pricing is given with the intent to cover the project requirements. Included is the following equipment:

We are pleased to quote as follows:

- Cummins 175 kW Diesel Powered Generator
- Aluminum Weather Enclosure - Level 1 Sound Attenuation
- Dual Wall Subbase Fuel Tank – 24 hr / 350 gal
- Main Line Circuit Breaker - 600 amp
- Engine coolant heater
- Freight to the jobsite – off loading not included
- Initial start up and testing

The pricing **does not include** sales tax, off loading, diesel fuel, or costs associated with installation

Item	Description	Qty
	Genset-Diesel, 60Hz,175kW	
Install-US-Stat	U.S. EPA, Stationary Emergency Application	1
C175 D6D	Genset-Diesel, 60Hz,175kW	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L193-2	NFPA 110 Type 10 Level 1 Capable	1
L224-2	IBC Seismic Certification	1
L169-2	Emissions Certification, EPA, Tier 3, NSPS CI Stationary Emergency	1
F231-2	Enclosure-Alum, Sound,Att,Level 1,w/Exhaust System	1
R098-2	Voltage-120/208,3 Phase,Wye,4 Wire	1
BB88-2	Alternator-60Hz,Reconnect,Full Ouput,120C,40C amb,IMS	1
H700-2	Generator Set Control-PowerCommand 1.1	1
B184-2	Exciter/Regulator-Pmg, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
KS52-2	Relays-Auxiliary, Quantity 2, (25A-15V DC)/(10A-30V DC)	1
K796-2	Stop Switch-Emergency	1
H012-2	Gauge-Oil Pressure	1
H606-2	Meters-AC Output,Analog	1
H609-2	Control Mounting-Left Facing	1
KV03-2	Load Connection-Single	1
KB72-2	CB or EB or TB-Bottom Entry, Right	1
KY06-2	CB,Loc A,200A-600A,3P,LSI,600VAC,100%,UL	1

P176-2	Enclosure Color-Green, Aluminum Enclosure	1
F252-2	Enclosure - Wind Load 180MPH, ASCE7-10	1
C301-2	Fuel Tank-Regional, 2 Wall, Sub Base, 24Hr Minimum	1
C310-2	Switch-Low, 40% Fuel	1
C312-2	Mechanical Fuel Gauge	1
C318-2	Switch-Fuel Tank, Rupture Basin, Installed	1
C127-2	Separator-Fuel/Water	1
A422-2	Engine Starter - 12 VDC Motor	1
A333-2	Battery Charging Alternator-Normal Output	1
E125-2	Engine Cooling-High Ambient Air Temperature	1
H389-2	Shutdown-Low Coolant Level	1
E089-2	Extension-Engine Coolant Drain	1
H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture	1
E153-2	Coolant Heater, Cold Ambient	1
D041-2	Engine Air Cleaner-Normal Duty	1
L028-2	Genset Warranty- Base	1
H268-2	Extension-Oil Drain	1
F065-2	Rack-Battery	1
A045J201	Annunciator-Panel Mount With Enclosure (RS485)	1
BATTLA	Starting Battery Kit, Lead Acid	1
M1-22-1006D	Battery Charger, Battery Charger, SENS MicroGenius 2	1
SULABR-200	Startup and Testing up to 200kW	1

Total \$ 46,550.00

Notes and Clarifications:

- Installation and housekeeping pad is by others.
- Grounding and Connections are by others.
- NETA Testing is to by others
- Diesel fuel by others.
- Infrared Scanning if required is by others
- Please note circuit breakers listed above are Merlin Gerin /SquareD type breakers installed at the factory standard. At this time, Cummins Rocky Mountain has been given no information concerning specific circuit breakers necessary for selective coordination. If applicable, additional pricing will be made available for specific breakers (non-factory standard) upon direction of Selective Coordination Study completed before or after bid date. Note, Selective Coordination Study not included in this proposal. Cummins standard-type breaker information available upon request for inclusion with proposal

Taylor Electric - Project

Date: 11-Sep-20
Quote Number: 20-KWC0093
Quotation is valid for 30 days
Salesman: Ken Clement

QUOTATION

Qty	Description
1	Caterpillar D-175 Package Generator Set, rated 175 kW, 208 VAC, 3 Phase, 60 Hz, Emission Certified, Standby rated, with the following configuration; CIRCUIT BREAKERS UL/CSA listed mainline breaker 3 Pole, NEMA 1 enclosure 600 Amp Circuit Breaker, LSI, 100%, rated CONTROL PANELS EMCP 4.2 autostart panel, Instrumentation: LCD display with adjustable contrast & backlight with auto power off AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); DC metering: Battery volts; Engine hours run; Engine jacket water temperature (in °C or °F); Lube oil pressure 9in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter Protection: Fail to start shutdown Low oil pressure shutdown High coolant temperature shutdown Approaching high coolant temperature alarm Approaching low oil pressure alarm Underspeed/Overspeed Loss of engine speed detection Low/High battery voltage Not in auto mode alarm Battery charger failure Under volts, over volts Under frequency, over frequency Overcurrent Common Alarm Relay COOLING SYSTEM 125 ° cooling radiator system Coolant heater 120 Volt 50% Coolant antifreeze/corrosion inhibitor Coolant drain piped to the edge of the base frame Low Coolant Shutdown Low Coolant Temp. Alarm

ENCLOSURE SYSTEM

Weather Protective Enclosure
Galvanized steel body, zinc-phosphate treated
Paint, Caterpillar White
Stainless steel hardware
Internally mounted exhaust system
Drain Lines
Fixed louvers
24 Hr. Fuel Skid Base, 402 gallons capacity
Low Fuel Level Alarm
Rupture Basin Alarm

EXHAUST SYSTEM

Silencer exhaust system, Residential Grade
Exhaust Flex Connection

GOVERNING SYSTEM

Electronic isochronous adjustable

GENERATOR

Automatic voltage regulator
Drip proof air intake (NEMA2, IP23)
SELF Excited Generator

LITERATURE

2 Operation & Maintenance manual packs

LUBE SYSTEM

Engine lubrication oil Lube oil drain piped to
the edge of the base frame

MOUNTING SYSTEM

Steel skid base with lifting points
Vibration isolators, Seismic Rated

STARTING/CHARGING SYSTEM

Starting battery(s) 12V lead acid
Battery(s) rack and cables installed on skid
Battery Charger, 10 Amp
Battery Heater

GENERAL

Standard factory test
Standard onsite startup 12 month warranty from start up
(24 months limited up to 500 hours/year for a standby operation)
Start Up and Training

Genset Total Price F.O.B. Jobsite..... \$ 41,240

Notes & Clarifications:

Availability for Genset is estimated at 17-19 weeks from date of submittal approval.

Taxes are not included in this quotation and may or may not apply.

Fuel is not included.

Installation is not included, ie; exhaust piping, interconnect wiring, etc.

Provides Caterpillar standard warranty, 2 years on standby units.

Off loading of equipment at F.O.B. point is the responsibility of others.

Force Majeure - WPS will not be held liable for events beyond their control that may delay their delivery, such as Acts of God, fire, strikes, floods, accidents, or similar causes beyond our control.

Wheeler Machinery Co. will not be responsible for any coordination studies or the setting of circuit breakers or protective relays.

This quotation is limited to the above bill of materials. Any deviation will result in a new quotation.

September 9, 2020

Taylor Electric
Attn: Christopher Joyal

Power Systems West is pleased to submit the following proposal. Quote #0026676128

BILL OF INCLUDED MATERIALS

Kohler Standby Generator Model Number: 180REOZJG

Configuration: 180kW, 120/208V, 3 Phase, 4 Wire

Description:

- UL2200 Listed
- IBC Seismic Certification
- John Deere 6.8Liter, Water Cooled, Turbocharged, Charge-Air Cooled, 60Hz Engine
- 24 Hour Diesel Fuel Tank with 5-Gal Spill-Fill Containment (416 gal)
- Outdoor Sound Attenuated Weather Enclosure
- APM402 Controller with 2 Input, 5 Output Module
- 1800W, 240V, Block Heater
- 600A, Line Circuit Breaker, 100% Rated, LSI
- 10 Amp Float/Equalizing Battery Charger
- Battery, Battery Rack and Cables
- Flexible Fuel Lines
- Oil and Coolant Included
- Emergency Stop (Ships Loose)
- RSA III, Remote Annunciator (Ships Loose)

Additional Items

- 1 Set, Operation and Maintenance Manuals (Gen and ATS)
- 1 Year Warranty on Generator
- Factory Freight F.O.B. – Jobsite
- Start Up, Testing, and Training Included

Project Specific Exceptions and Clarifications

1. Installation of all components and loose accessories in BOM is provided by others
2. No Diesel Fuel Provided for Testing or Final Fill
3. No Specifications or Drawings were Provided
4. Customer Must Verify BOM for accuracy
5. No Transfer Switch has been quoted

General Exceptions and Clarifications

1. Off-loading and placement at the job site is excluded.
2. All fuel, fuel piping and connections are excluded.
3. No retainage is allowed.
4. Start-up testing and warranty validation includes one trip to jobsite during normal working hours. If equipment is not ready for start-up when we arrive at the jobsite, there may be additional charges for a return trip.
5. Kohler factory recommended field testing provided. NETA testing, or any other 3rd party testing not included unless otherwise noted.
6. Training to be performed at start-up or subject to additional charges.
7. Any paper O & M's will be \$550.00 net each.
8. All piping, wiring, anchoring, and permits are by others.
9. Equipment is shipped FOB factory, with freight prepaid and allowed to the job site unless otherwise noted.
10. Compliance with National Electrical Code, NFPA, IFC, and state and local fire codes is the responsibility of the installing contractor. Special fuel tank labeling, and venting/filling equipment may be required, but is excluded unless otherwise noted.
11. Breaker coordination studies excluded.
12. Local codes may require outdoor generators to have a Service Rated disconnect. We are not providing a Service Rated disconnect unless it is specifically noted in this quotation.
13. TVSS devices for the generator or transfer switch(es) are excluded unless otherwise noted.
14. IBC seismic certification excluded unless otherwise noted.
15. Prices do not include any applicable taxes.
16. All orders are subject to Power Systems West Terms and Conditions.
17. Shipments are subject to manufacturer's lead times and transit times. Power Systems West assumes no responsibility for delays that are beyond our control and will not pay for liquidated damages.

Power Systems West (PSW) – Terms & Conditions

1. WARRANTIES. To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.

2. LIMITATION OF PSW'S LIABILITY. Other than the remedy set forth in this paragraph, Customer agrees that no damages, direct, consequential, liquidated, incidental, or other damages or remedy of any kind arising by reason of or related to this Equipment whether arising out of contract, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Customer assumes all risks inherent in the possession or operation of the Equipment. Customer's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably, and unconditionally waived, released and discharged. Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect. The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole option.

3. Payment Terms. Upon credit approval, full payment is due 30 days from invoice date, unless otherwise agreed to by both parties in writing. **There shall be NO retainage.** Payments not made on their due date shall accrue interest at the rate of 18% per annum. A cancellation charge of 20% of the price will be imposed if customer cancels order without prior written consent of PSW. **PSW must receive 100% payment before start-up services will be performed** (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms may not be changed except by written agreement of the parties.

4. Shipping and Delivery. All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and Customer. PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at Customer's request, Customer is responsible for payment of any storage costs. PSW does not agree, will not agree to, and is not obligated to provide any specific goods or any delivery dates or times for any goods. All orders are subject to availability to PSW at its then existing locations, sources, suppliers, and costs. All delivery dates and times which may be provided, if any, are estimates only and do not establish agreed delivery date(s).

5. Indemnity and Hold harmless. To the fullest extent permitted by law, Customer shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of Customer's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.

Thank you for the opportunity to offer quality Kohler products and our service. For over 75 years, Kohler has been recognized as a leader in the manufacture of standby generator systems. By choosing a Kohler generator provided by Power Systems West, you can be assured you will receive the highest quality standby power system available. Power Systems West has specialized in providing and servicing generator systems in the Northwest for over 50 years. Power Systems West – your best choice for power. If you have any questions, please feel free to call or e-mail.

Jeff Hunt
(801) 440-8969 - Cell
(801) 676-1695 - Office
jeff.hunt@powersystemswest.com

Genset and ATS Total Price: \$39,743.00 (Price does not include tax)
Quote is good for 30 Days

Approximate Factory Lead Times:

- Generator (13-14 weeks)

Offer Acceptance

I hereby authorize Power Systems West to use this form as a bona fide purchase order of the equipment listed on QUOTATION #0026676128, which establishes price and Bill of Materials. Acceptance of this offer is expressly limited to Power Systems West terms and conditions.

Proposed by:

Company: Power Systems West

Sales Professional: Jeff Hunt

Title: Generator Sales

Signature: *Jeff Hunt*

Date: September 9, 2020

Accepted by:

Company: _____

Print Name: _____

Title: _____

Signature: _____

Date: ____ / ____ / ____



P.O. Box 28
Kaysville, UT 84037
Phone: 801-544-4619
Fax: 801-544-7010

Price Quote

Quote # 17988
Date 2/9/2021
Terms Due On Receipt

Customer

West Bountiful City
Attn: Steve Maughn
550 North 800 West
West Bountiful, UT 84087

Project

Equip. Make/Model

Equip Serial #

Description	Qty / Hrs	Cost	Total
RE: Generator End Replacement			
Generator End: Stamford UCI274G1, Single Bearing, 3-Phase, 1800 RPM, 60 HZ, 169KW @ 105/40C, WDG 311, 12-Wire, AS440 AVR, SAE #3 Adaptor and 11.5 Coupling	1	7,521.87	7,521.87
Shipping Charges - Ships in 2-5 days, in stock Minneapolis warehouse	1	437.50	437.50
Misc. Job Materials	1	25.00	25.00
Forklift Rental, 2 Day	1	912.50	912.50
Load Bank Fee / kW	1	170.00	170.00
Regular Labor Hours - Generator end removal installation, and testing	17	120.00	2,040.00
Standard Mileage Rate	64	1.10	70.40
Notes:			
Remove generator end, install new, and then setup and test under load.			
All work quoted as regular business hours. Thanks			
		Sales Tax (0.0%)	\$0.00
		Total	\$11,177.27



P.O. Box 28
 Kaysville, UT 84037
 Phone: 801-544-4619
 Fax: 801-544-7010

Price Quote

Quote # 18017
 Date 2/25/2021
 Terms Due On Receipt

Customer

West Bountiful City
 Attn: Steve Maughn
 550 North 800 West
 West Bountiful, UT 84087

Project

Equip. Make/Model

Equip Serial #

Description	Qty / Hrs	Cost	Total
RE: City Hall New Generator Installation Generator Removal and Installation Includes: Off loading of new generator, disconnecting and removing of old generator from pad, installation equipment, installation materials, site prep, and installation of new generator. Recycling of existing generator included. Notes: See quote 17989 for generator, startup, fuel removal, and fuel installation service.	1	5,920.00	5,920.00
		Sales Tax (0.0%)	\$0.00
		Total	\$5,920.00

GENERATOR 39,478.⁰⁰

TOTAL 45,398.⁰⁰



P.O. Box 28
Kaysville, UT 84037
Phone: 801-544-4619
Fax: 801-544-7010

Price Quote

Quote # 17989
Date 2/9/2021
Terms Due On Receipt

Customer

West Bountiful City
Attn: Steve Maughn
550 North 800 West
West Bountiful, UT 84087

Project

Equip. Make/Model

Equip Serial #

Description	Qty / Hrs	Cost	Total
RE: City Hall New Generator			
Winco 175 kW DR175 Industrial Generator Standby 60 Hz Certified to UL2200 120/208V, 3 Phase Brushless Excitation 175 kW Rating Alternator Size: 175 kW Diesel FTP N67 TE2 Industrial Engine All Weather Sound Enclosure - Steel Std MLCB, 600 A 5 Amp Battery Charger Interstate Starting Battery (Installed during startup) Warranty - Standard 2 Yr/2000 Hrs Std set of Manuals EPA Approved Tier III Block Heater STD, 120V	1	37,873.00	37,873.00
Shipping Charges - Cost Included Above	1	0.00	0.00
Fuel Service - Fuel removal from old generator tank, fuel polishing, and fuel pumping into new generator tank. <i>WHAT SIZE TANK</i>	1	720.00	720.00
Factory Authorized Generator Set Startup, Inspection, Transfer Test, 2 Hr Startup Load Bank Testing	1	885.00	885.00
Quote Terms: Offloading, installation, sizing, permits and fueling provided by others, unless otherwise noted above.			
All work quoted as regular business hours. Thanks	Sales Tax (0.0%) Total		



P.O. Box 28
 Kaysville, UT 84037
 Phone: 801-544-4619
 Fax: 801-544-7010

Price Quote

Quote # 17989
 Date 2/9/2021
 Terms Due On Receipt

Customer

West Bountiful City
 Attn: Steve Maughn
 550 North 800 West
 West Bountiful, UT 84087

Project

Equip. Make/Model

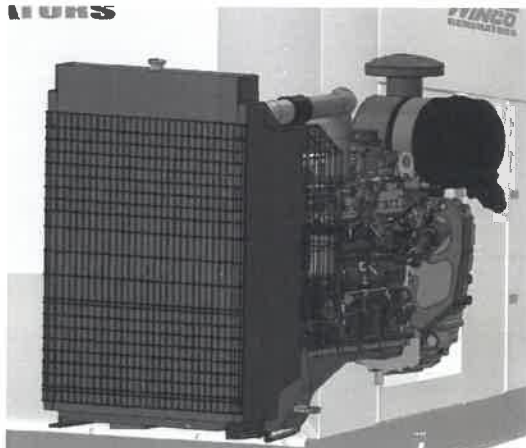
Equip Serial #

Description	Qty / Hrs	Cost	Total
This quotation is our best interpretation of the project plans and specifications available to us at the time of bid. It is our intent to meet the project requirements, subject to approved submittals. This quotation is per the above bill of materials and not plan and specification. Fit for application to be determined customer. Quoted price does not include taxes, installation, mounting, wiring or other items not specifically designated or quoted herein. This quotation is valid for 30 days from bid date. Current lead time to shipment is estimated at 10-12 weeks after written receipt of release and approved submittals. Lead times are estimates only and are subject to change. All work quoted as normal business hours, extra charges will be assessed for work after hours and weekends. Sales tax to be charged as applicable. Thank You			
All work quoted as regular business hours. Thanks		Sales Tax (0.0%) Total	\$0.00 \$39,478.00

Rugged Design.



Industrial FPT Engine.



Cummins Industrial Genend.



An American Company

We produce our products in our 200,000ft² facility located in Le Center, Minnesota, equipped with modern engineering, fabrication and assembly capabilities.



Full Load Tested

Every generator is 100% load tested



DSE 7310 Controller

Provides immediate performance information



Coolant Heater

120V in-line Hotstart coolant heater with thermostat



Battery Charger

5 Amp, smart marine charger standard



Galvanealed Steel Enclosure

Durable design with powder coat paint

UL2200 Listed

A safety standard for the design, construction, and performance of stationary generators

SPECIFICATIONS

ELECTRICAL

VOLTS	P.F.	STANDBY			MAIN CB ⁽¹⁾
		WATTS	KVA	AMPS	
120/240 1-PH	1.0	167,000	167	695	700
120/208 3-PH	0.8	175,000	219	608	600
120/240 3-PH	0.8	175,000	219	527	500
277/480 3-PH	0.8	175,000	219	263	250
346/600 3-PH	0.8	175,000	219	210	250

Note: (1) Adjustable 250A-600A circuit breaker on all 3-phase models.

ENGINE

ENGINE BRAND	FPT
ENGINE MODEL	N67 TE2
TIER	III
ENGINE STARTER	12V ELECTRIC
ENGINE SPEED	1800 RPM
ENGINE CYLINDERS	6
ENGINE HP	279
FREQUENCY ⁽¹⁾	60 HZ
ALTERNATOR	90 AMPS 14V
FLYWHEEL	11.5"
ROTATION	CCW
ASPIRATION	TURBOCHARGED
COOLANT	9.45 GAL
BORE/STROKE	104 mm x 132 mm
DISPLACEMENT	6.7 L
RECOMMENDED OIL ⁽²⁾	5W-40 SAE
OIL CAPACITY	4.9 GAL
INJECTION PUMP	BOSCH
GOVERNOR	ELECTRONIC
COMPRESSION RATIO	16.5:1
FAN TYPE	PUSHER
INTAKE AIR CONSUMPTION	475 CFM
RADIATOR COOLING AIR	7945 CFM
EXHAUST FLOW	525 CFM
EXHAUST OUTLET SIZE	5"
STARTING TEMP W/BLOCK HEATER	-20° F

NOTES: (1) Steady state frequency regulation. (2) The recommended oil is for normal applications. See operator's manual for the recommended oil for your needs.

DR175

MOTOR STARTING (CODE G)	75 HP
DBA @ 7 METERS	75
TOTAL HARMONIC DISTORTION	< 5%
BONDED NEUTRAL	YES
FORK LIFT POCKETS	NO
ASSEMBLED IN	USA
EPA APPROVED	TIER III
CARB APPROVED	TIER III
CSA APPROVED	YES
UL2200	YES
UNIT WARRANTY ⁽¹⁾	
STANDBY	2 YEAR/2000 HRS

NOTES: (1) For more generator warranty, see operator's manual.

GENERATOR END

WINDING	
SINGLE PHASE	4 LEAD
THREE PHASE	12 LEAD
WINDING NUMBER	
SINGLE PHASE	06
THREE PHASE	311
VOLTAGE REGULATION	AVR +/- 1%
AVR TYPE	AS440
TEMPERATURE RISE	125/40° C
TYPE	REVOLVING FIELD
BRUSHLESS	YES
SPEED	1800 RPM
ROTOR	2/3 PITCH
WINDINGS	100% COPPER
STATOR WINDING	
06	SINGLE LAYER CONCENTRIC
311	DOUBLE LAYER CONCENTRIC
COUPLING	DIRECT/FLEXIBLE DISC
BEARINGS	SINGLE (MAINTENANCE FREE)
EFFICIENCY PEAK	
SINGLE PHASE 1.0 PF	89.9
THREE PHASE 0.8 PF	93.6
INSULATION	CLASS H
INGRESS PROTECTION	IP23

SPECIFICATIONS

DERATES

ABOVE SEA LEVEL	
3281- 9843 FT	2% EVERY 1641 FT
>9843 FT	4% EVERY 1641 FT
AMBIENT TEMPERATURE	
>104°F	2% PER 10°F

FUEL

TYPE	ASTM D975 NO-2D DIESEL
FUEL CONSUMPTION	GAL/HR
100%	12.42
75%	9.44
50%	6.45
25%	3.73
OPTIONAL FUEL TANK	L x W x H
230 GAL UL142	108" x 48" x 21"
415 GAL UL142	108" x 48" x 36"

BATTERY

DC SYSTEM	12V
BATTERY RACK/CABLE	INCLUDED
BATTERY CHARGER	5 AMP
REQUIRED BATTERIES ⁽¹⁾	GROUP 4D 1050 CCA

NOTES: (1) Batteries not included.

SHIPPING

SHIPPING DIMENSIONS (L x W x H)	137" x 48" x 80"
SHIP WEIGHT	5,250 LBS
FREIGHT CLASS	70

NOTES: Shipping dimensions are for an enclosed unit.

OPTIONAL ACCESSORIES

BATTERY
BATTERY HEATER
RECEPTACLE PANEL
MIMIC PANEL
REMOTE MONITORING
NFPA 110 LEVEL 1 UPGRADE

DSE 7310 CONTROLLER

ENGINE DISPLAY/PROTECTION

ENGINE RPM	YES
LOW OIL PRESSURE	YES
HIGH COOLANT TEMP	YES
LOW COOLANT	YES
OVER/UNDER SPEED	YES
OVER CRANK	YES
CAN ECU SHUTDOWN	YES
ENGINE MAINTENANCE CODES	YES

GENSET DISPLAY/PROTECTION

VOLTAGE (L-N & L-L)	YES
OVER/UNDER VOLTAGE	YES
FREQUENCY	YES
OVER/UNDER FREQUENCY	YES
AMP DISPLAY/SHUTDOWN	YES
PHASE IMBALANCE	DISABLED
KW, KVA, KVARH DISPLAY	YES
KWH, KVAH, KVARH DISPLAY	YES
GENERATOR PHASE SEQUENCE	OPTIONAL

ADDITIONAL DISPLAYS/PROTECTIONS

EXTERNAL E-STOP	CUSTOMER SUPPLIED
BATTERY VOLTAGE	YES
BATTERY OVER/UNDER VOLTAGE	YES

COMMUNICATIONS

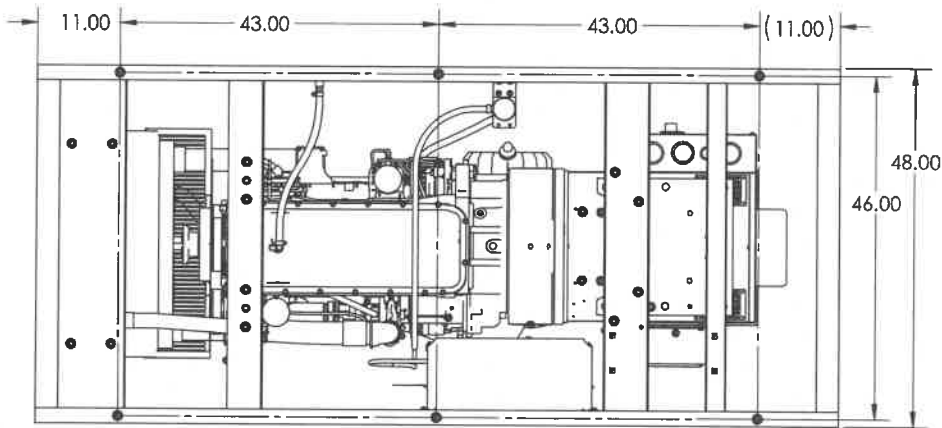
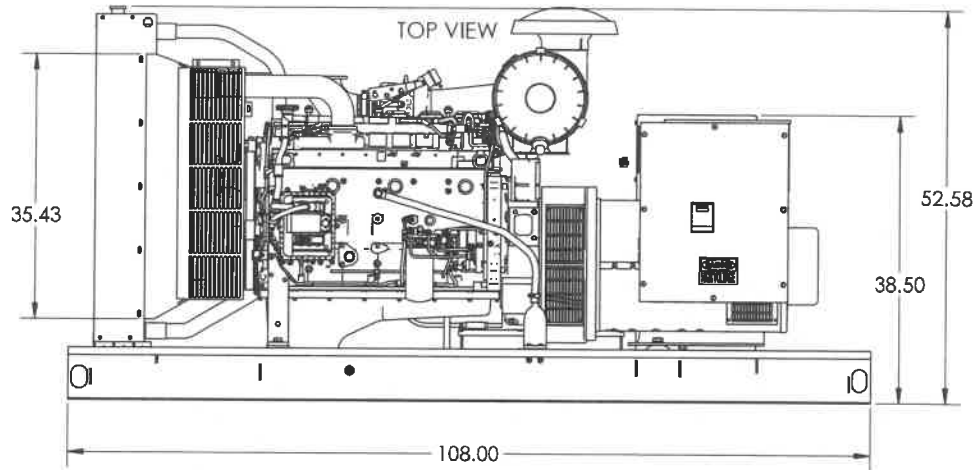
USB CONNECTABLE	YES
RS232/RS485	YES
REMOTE DISPLAY PANEL	OPTIONAL
DSE WEB NET	OPTIONAL

ADDITIONAL FEATURES

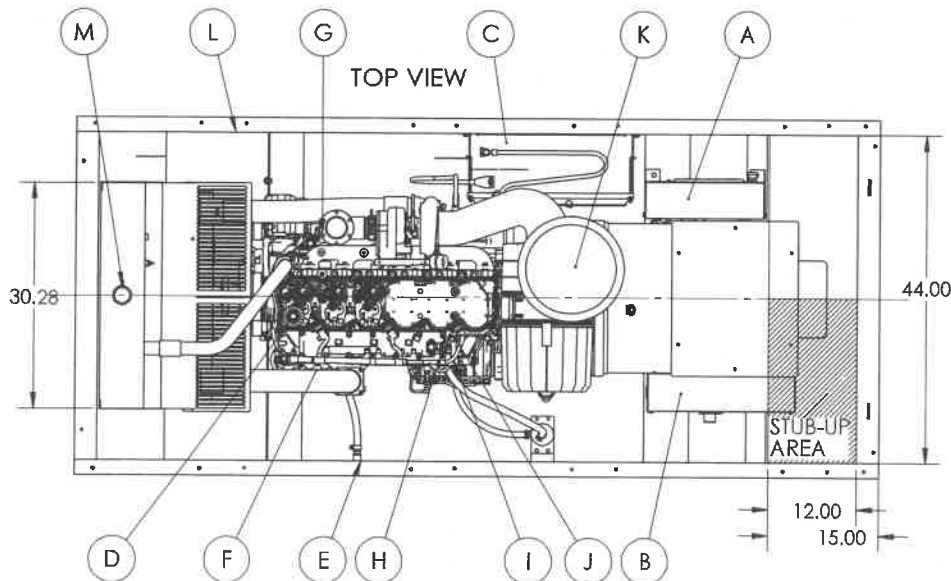
AUDIBLE ALARM	YES
ENGINE EXERCISER	DISABLED
MAINTENANCE INTERVAL TIMER	DISABLED
LOAD SHEDDING/DUMMY	DISABLED
CONFIGURABLE INPUTS	4 (EXPANDABLE)
CONFIGURABLE OUTPUTS	4 (EXPANDABLE)
EVENT LOG	250

DRAWINGS

OPEN SKID



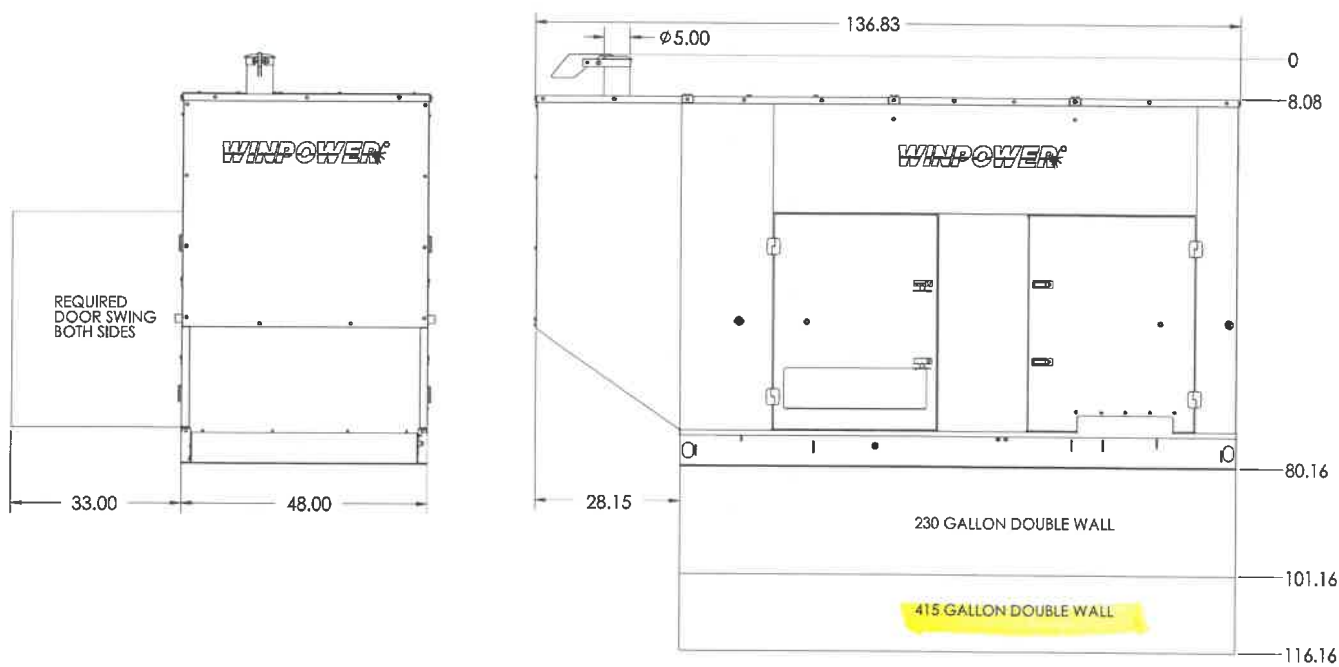
BOTTOM VIEW



Key Components

A	ENGINE CONTROL
B	MAIN LINE CIRCUIT BREAKER
C	START BATTERY
D	OIL FILL
E	OIL DRAIN
F	OIL DIPSTICK
G	OIL FILTER
H	FUEL FILTER
I	FUEL IN
J	FUEL RETURN
K	AIR FILTER
L	COOLANT DRAIN
M	COOLANT FILL

ENCLOSED



Specifications are subject to change without notice.



N67 TE2X

200 kW (1800 rpm)

1/ GENERAL

1800 rpm

Engine model		N67 TE2X
Basic engine		F4HE9685A*J100 - 504156212XY
Number cylinders		6
Firing order (N°1 nearest to fan)		1-5-3-6-2-4
Cylinder arrangement		in line
Valves per cylinder		4
Type		diesel 4 stroke
Injection system		direct common rail
Centralina elettronica		Bosch EDC7 C1
Induction System		Turbocharged aftercooled air/air
Bore	mm(in)	104(4,1)
Stroke	mm(in)	132(5,2)
Total displacement	lit(in ³)	6,7(408,9)
Mean piston speed	m/s(ft/s)	7,92(25,9)
Compression ratio		16,5 : 1
Flywheel rotation		anti clockwise viewed on flywheel
Housing flywheel		SAE 3
Flywheel		11"1/2
Moment of inertia		
without flywheel	Kgm ² (lbft ²)	0,31(7,33)
flywheel only	Kgm ² (lbft ²)	0,71(16,78)
BMEP		
Prime Power	bar(psi)	18,7(271,2)
Stand-by Power	bar(psi)	20,6(299)
Dry weight (including cooling package)	kg(lb)	630(1389)
Energy to coolant	kcal/kWh	340
Energy to charge cooler	kcal/kWh	142
Energy to radiation	kcal/kWh	131
Dimensions L x W x H	mm(in)	1713 x 796 x 1230(67,44x31,34x48,42)

2/ PERFORMANCES

1800 rpm

Continuous Power	(gross)	kWm(hp)	151(202,5)
Prime Power	(gross)	kWm(hp)	189(253,5)
Stand-By Power	(gross)	kWm(hp)	208(279)
Fan consumption		kWm(hp)	7,5(10,05)
Continuous Power	(net)	kWm(hp)	145,5(195,2)
Prime Power	(net)	kWm(hp)	182(244)
Stand-By Power	(net)	kWm(hp)	200(268,2)
Performance conditions			
temperature	°C(°F)		≤ 40(104)
altitude s.l.m	m(ft)		≤ 1000(3281)
Derating			
temperature > T 40°C	%/5°C		2
altitude >1000 <3000 m	%/500m		3
altitude >3000 m	%/500m		6

N67 TE2X

200 kW (1800 rpm)

3/ COOLING PACKAGE

1800 rpm

Type	liquid	
Recommended coolant	water + 50%paraflu 11	
Coolant capacity		
motor only	liter(US gal)	10,5(2,77)
radiator and hose	liter(US gal)	33(9,45)
Coolant pump flow	l/min(US gal/min)	170(44,7)
Pression cap setting	kPa (bar)	100 (1,0)
Shutdown switch setting	°C(°F)	103(217,4)
maximal additional restriction	Pa(psi)	196(0,03)
Air To Boil	Prime Power	°C(°F)
Fan		
diameter	mm(in)	685(27)
number of pale		12
drive ratio		1,41 : 1
speed	rpm	2538
air flow	m ³ /s	3,75
power consumption	kWm(hp)	7,5(10,05)

4/ LUBRICATION SYSTEM

1800 rpm

Oil sump capacity		
max	liter(US gal)	15(4,3)
min	liter(US gal)	8(2,1)
Oil system capacity including filters	liter(US gal)	17(4,9)
Oil pressure at rated speed	kPa(psi)	300-500(43,5-72,6)
Oil temperature		
normal	°C(°F)	—
max	°C(°F)	120(248)
Engine angularity		
longitudinal	degrees	35°
trasverse	degrees	35°
Servicing intervall	hours	600
Oil specification	ACEA E3/E5	
Oil consumption	%fuel	< 0,1

5/ INTAKE SYSTEM

1800 rpm

Air consumption at 100% of load	m ³ /h (Kg/h)	795 (950)
Air intake restriction clean filter	kPa (mbar)	2 (20)
Air intake restriction dirty filter	kPa (mbar)	5 (50)
Air filter type	secco	

6/ EXHAUST SYTEM

1800 rpm

Gas flow at stand by power	kg/h	990
Max temperature at PRP (25°C)	°C	560
Max allowable back pressure	kPa (mbar)	5 (50)
Energy to exhaust	kcal/kWh	630

Engine N67 TE2X

N67 TE2X

200 kW (1800 rpm)

7/ FUEL SYSTEM

1800 rpm

Fuel consumption at

Stand-By	gr/kWh (l/h) [kg/h]	206 (51,0) [42,8]
full load	gr/kWh (l/h) [kg/h]	211 (47,0) [39,5]
80%	gr/kWh (l/h) [kg/h]	218 (38,9) [32,7]
50%	gr/kWh (l/h) [kg/h]	219 (24,2) [20,3]

Fuel specifications

EN 590

Fuel pump max suction head

m

-

8/ ELECTRIC SYSTEM

1800 rpm

Voltage (negative to ground)

V

12

Starter motor

make		Bosch
power	kW	3
pull current	Amp	60
hold current	Amp	12
break away current	Amp	1900
cranking current	Amp	0

Number of teeth on Starter motor

10

Number of teeth on flywheel

125

Starting batteries

recommended capacity	Ah	1x	185
discharge current	Amp		1200
(EN 50342)			

Alternator

voltage	V	14
charge	Amp	90

9/ COLD STARTING

1800 rpm

Without air preheating

°C (°F)

-10 (14)

With air preheating

°C (°F)

-25 (-13)

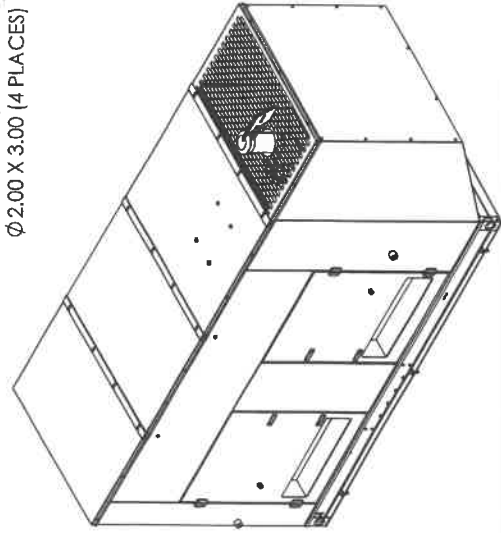
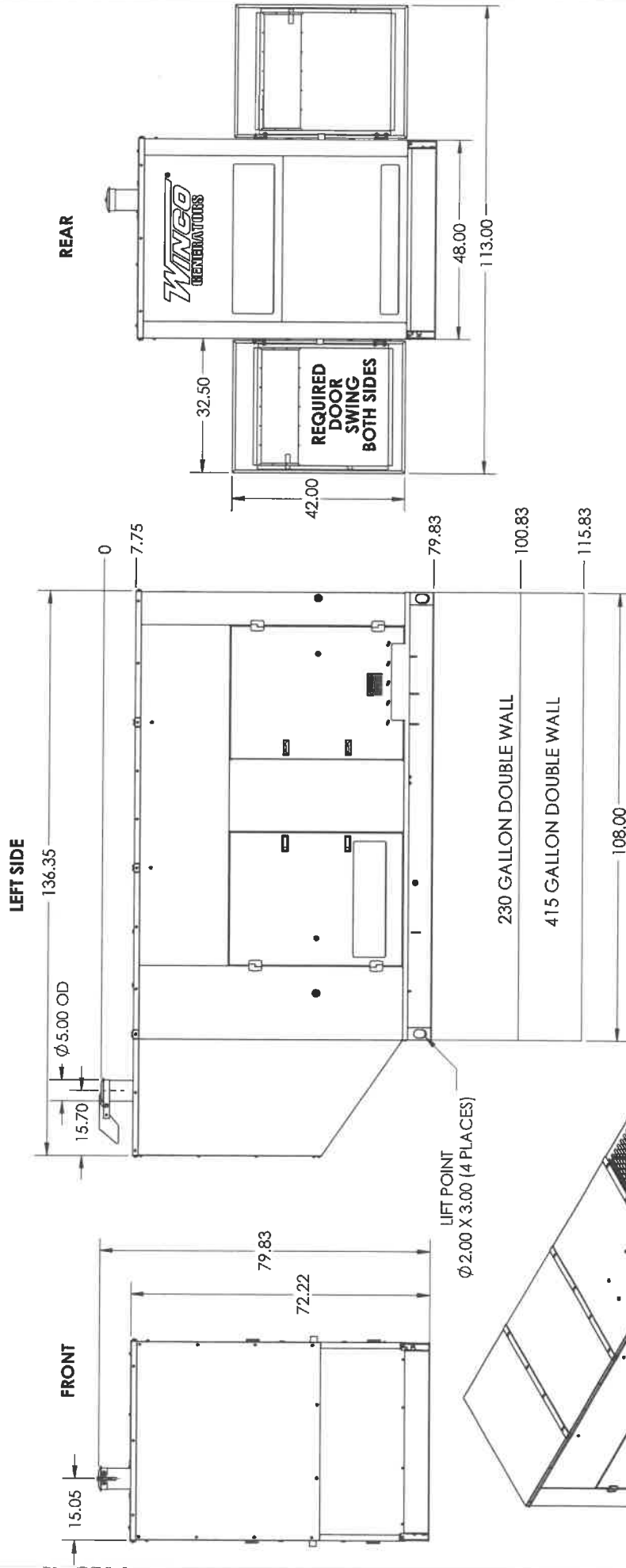
10/ EMISSION GASEOUS AND PARTICLES

1800 rpm

No _x	Oxides of nitrogen	gr/kWh	-
HC	Hydrocarbons	gr/kWh	-
NMHC + NO _x		gr/kWh	3,2
CO	Carbon monoxide	gr/kWh	1,2
PT	Particulate	gr/kWh	0,08

019-O

REVISIONS				
REV.	IRN	DESCRIPTION	DATE	BY
A	C2783	ORIGINAL	12/8/2015	SCN
B	DR175	UPDATED OUTLINE DRAWING STANDARDS	12/18/2020	MCB
				DRC



APPROX. WEIGHT NO TANK: 5250 LBS

230 GAL TANK: 1100 LBS

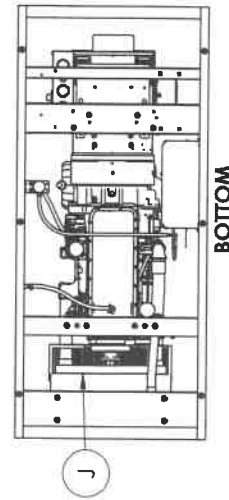
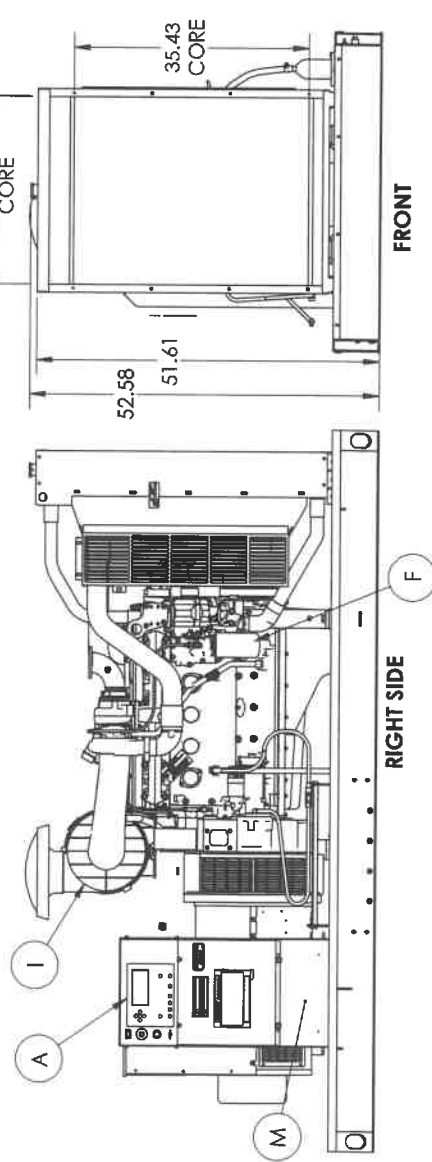
415 GAL TANK: 1700 LBS

	DRAWN BY PAK	DATE 11/24/2020	CHKD BY 	DATE 12/1/2020	ENG APPR. PAK	DATE 07/23/2020
	TITLE: OUTLINE DRAWING					
TOLERANCE: ± 0.0625 DECIMAL MODEL: DR175 UNAUTHORIZED USE IS PROHIBITED ALL DIMENSIONS INCH						
PART: O-510 1 of 2						

KEY COMPONENTS	
A	ENGINE CONTROL
B	MAIN LINE CIRCUIT BREAKER
C	OIL FILL
D	OIL DRAIN
E	OIL DIPSTICK
F	OIL FILTER
G	FUEL FILTER
H	FUEL INLET
I	AIR FILTER
J	COOLANT DRAIN
K	COOLANT FILL
L	AVR
M	BATTERY CHARGER
N	BLOCK HEATER
O	BATTERY

Φ.69 (6 PLACES)

REVISIONS					
REV.	IRN	DESCRIPTION	DATE	BY	APP'D
A	C 2783	ORIGINAL	12/8/2015	SCN	ZJF
B	DR175	UPDATED OUTLINE DRAWING STANDARDS	12/18/2020	MCB	DRC



BOTTOM

	THIS DRAWING CONTAINS INFORMATION RECORDED UNAUTHORISED USE IS PROHIBITED		ALL DIMENSIONS IN CH	DRAWN BY SCN	DATE 12/9/2015	CKD BY	DATE 07/23/2020	ENG APPR. PAK
	TOLERANCE: ± 0.0425 DECIMAL TITLE: ± 1 DEG ANGULAR MODEL: DR175			OUTLINE DRAWING				
			PART:		Q-510			

Sean Salmon
 Salmon Electrical Contractors
 1778 West 1180 South
 Woods Cross, UT 84087
 Office 801-292-3444
 Mobile 801-910-7207
 Fax 801-292-4273
 sean@salmonelectric.com
 www.salmonelectric.com

Estimate**Project: 1025-1449**

West Bountiful City 2021-050
 550 N. 800 W.
 West Bountiful, UT 84087

Customer

West Bountiful City
 Steve Maughan
 550 N. 800 W.
 West Bountiful, UT 84087

Office 801-292-4486
 Fax 801-292-6355
 smaughan@wbcity.org
 westbountiful.gov

Description	Quantity	Cost
Option 1. New Diesel Generator w/ New ATS.		
A. Provide crane work to remove the existing generator located at the West Bountiful City Hall. We will remove the generator leave it on site for West Bountiful City to do what they want with it. B. Install the new generator in place of the existing using crane and leveling equipment. C. Provide and install a Kohler 180KW Diesel generator complete with battery, battery charger block heater, sound attenuation. This generator has a 350 gallon tank. D. Remove and replace the existing ATS located in the electrical room with a new compatible 800A ATS. Rewire and program the ATS for the exercising schedule. E. Program and certify the startup and commissioning of the generator. This price includes all material, crane rentals, generator with listed accessories, ATS and labor. Includes 100 Gallons of Diesel fuel for testing and commissioning.	1 Ea	\$78,900.00
Option 2. Natural Gas Generator		
A. Provide crane work to remove the existing generator located at the West Bountiful City Hall. We will remove the generator leave it on site for West Bountiful City to do what they want with it. B. Install the new generator in place of the existing using crane and leveling equipment. C. Provide and install a Kohler 200KW Natural Gas generator complete with battery, battery charger block heater, sound attenuation. D. Dominion Energy will increase the size of the meter and the volume of Gas Pressure to the New Gas Meter on the Maintenance Shop. E. Install a new gas line and regulator from the new gas meter to the generator location. F. Remove and replace the existing ATS located in the electrical room with a new compatible 800A ATS. Rewire and program the ATS for the exercising schedule. E. Program and certify the startup and commissioning of the generator. This price includes all material, crane rentals, generator with listed accessories, ATS and labor. Note: There are many benefits with going with natural gas. 1. The engine burns cleaner and under normal operating conditions will last years longer than a diesel version because of the clean burning. 2. Because Natural Gas is one of the cleanest fossil fuels available and does not produce pungent odor and dark smoke. 3. Natural gas is less expensive than diesel and is considerably efficient. 4. Diesel Generators require large diesel tanks for fuel storage and physically they are more bulky and large.	1 Ea	\$118,620.00

The customer hereby authorizes the contractor to perform the work as specified.

Approved By:

Date: 3/1/21

Date: _____

Contractor

Customer

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, February 16, 2021** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

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.

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, Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer), and Terri Hensley (Secretary).

PUBLIC: Dennis Vest, Gary Jacketta, Julie Thompson (Davis Journal), Jason Utgaard (Momentum Recycling),

Mayor Ken Romney called the meeting to order at 7:30 pm. James Ahlstrom gave an Invocation, and the Pledge of Allegiance was led by James Bruhn.

1. Approve the Agenda.

MOTION: *James Bruhn made a motion to approve the agenda. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

There was no public comment.

3. Award Porter Lane / 800 W Road Project.

The city received bids from nine contractors to mill and replace asphalt on Porter Lane from 600 West to the Prospector Trail and 800 W from 1950 N to Porter Lane.

Post Construction Company's bid was the lowest responsible bidder for the total dollar amount of \$317,544.91, which is under budget. Post Construction did the 800 West project in 2020 and did an excellent job.

It is anticipated this project will take approximately 3 weeks from start to finish. While it should have minimal impact on residents, the city will still notify residents of timeline. The plan is to get started as soon as weather allows.

MOTION: *Kelly Enquist made a Motion to Award Porter Lane / 800 W Road Project to Post Construction Company for the amount of \$317,544.91. Rod Wood 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	

4. Award 400 North Viaduct Well House Project.

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 south frontage of 400 North Street at approximately 730 West. VanCon Incorporated is the lowest responsible bidder for the total dollar amount of \$1,316,870.

Kris Nilsen explained there will be some required utility work along the road. Also, there will be additional costs to line the sewer in zone 1 of the source protection area. He elaborated on the need for a backup water source for the city stating that while the city currently has the capacity required, staff can foresee reasons why that could change.

Duane Huffman explained these are the companies the city's consultant expected would provide a bid. Steve Maughan added this is the same company used by Herriman City, Murray City and other large organizations and they have a strong history and are highly recommended.

Mayor Romney asked if we had a summary of the extra costs not included in bid. Duane shared he expected approximately \$5k in landscaping and some sewer costs to line the sewer pipes because it is in a protected zone. This is required to ensure there is no contamination. The sewer district already has a huge project going in South Davis County and we are saving money by piggy-backing on their project. He went on to say the money is available within the water fund to handle these additional costs.

There was discussion about the fixed costs of the well (maintenance, electricity, employees, etc.). Duane explained those costs are incorporated into future operating projections budget. He added that there is no set schedule, but the project must be completed by January 15, 2022.

The council members all agreed this was a sound and wise investment for the city.

MOTION: *James Ahlstrom made a Motion to Award 400 North Viaduct Wellhouse Project to VanCon Incorporated in the amount of \$1,316,870. Mark Preece 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

5. Ordinance 438-21 Amending West Bountiful Municipal Code to Address Regulations for Garbage Collection and Disposal.

Steve Doxey explained that Momentum Recycling has requested to provide glass recycling services to West Bountiful residents. The purpose of amending this ordinance is to provide necessary changes to allow for the proposed glass recycling program as well as general clarifications and updates.

Assuming Resolution 490-21 (item #6) is adopted, the city will have an agreement with Momentum that includes strict guidelines. However, individual residents will contract directly with Momentum. The city will not be involved with billing, collecting of funds, etc., for this service.

There was discussion about how this may impact multi-family and commercial users. Mr. Huffman explained they are excluded from the requirement to contract through the city and could arrange for recycling services by a company of their choosing, similar to the current arrangement for commercial customers.

There was also discussion about the possible impact of this ordinance in cases where a resident could have a temporary dumpster on their property. The city does not want to unwittingly prohibit someone from removing debris during a project due to unclear language. Mr. Huffman noted that this would be deemed something other than regular garbage so a resident could contract to have a dumpster for a temporary period of time.

MOTION: *James Ahlstrom made a Motion to Approve Ordinance 438-21 Amending West Bountiful Municipal Code to Address Regulations for Garbage Collection and Disposal including clarification of WBMC 8.08.020 regarding multi-family residential complexes. Rod Wood 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

6. Resolution 490-21 Glass Collection & Recycling Agreement with Momentum Recycling, LLC.

The city wishes to allow a residential curbside glass collection and recycling service to operate. Momentum Recycling, LLC is the sole local source for curbside glass collection with the expertise and specialized equipment required.

Duane Huffman explained this agreement is made possible by the provisions in ordinance adopted in item #5. He added that the city is not responsible for Momentum's actions and there are strict provisions, including strict timelines and penalties for glass clean up should that occur.

Momentum may begin marketing its services to city residents on March 1, 2021.

MOTION: *James Bruhn made a Motion to Approve Resolution 490-21 Glass Collection & Recycling Agreement with Momentum Recycling, LLC. Mark Preece 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. 2021 Facilities Use Agreement – Baseball League.

A Utah non-profit, private corporation, Legacy Baseball, desires to utilize the playing fields and related facilities at the West Bountiful City Park for the purpose of operating a youth baseball league during summer season.

Duane Huffman acknowledged the relationship with the league was so good that revisiting the agreement the past couple years was not a high priority and it fell by the wayside.

With Covid-19 impacting health protocols, etc., the need to update this agreement became apparent. The purpose was to clarify responsibilities including health and safety measures.

In future years, we plan to look at offering a discount for residents as teams consist of players from various cities and our fees are much lower than most cities.

MOTION: *Mark Preece made a Motion to Approve the 2021 Facilities Use Agreement for the Baseball League. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

8. 2021 Municipal Election Services Interlocal Agreement – Davis County.

West Bountiful City will have a mayoral and two city council seats up for election this year. 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.

Similar to past years, Davis County has equipment and resources needed to carry out an election and is prepared to offer their services. The estimate per election cost is \$7400 based on a single general election. This is slightly higher than 2019 mostly due to 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. They have done an excellent job in years past facilitating the election process.

MOTION: *Rod Wood made a Motion to Approve the 2021 Municipal Election Services Interlocal Agreement with Davis County. James Bruhn seconded the Motion by unanimous vote of all members present.*

9. Resolution 491-21 Reappoint Pat Soper to the West Bountiful Arts Council.

Mayor Romney recommended the Council re-appoint Pat Soper to the Arts Council. She has been a member of the Arts council since 2006.

MOTION: *James Bruhn made a Motion to Adopt Resolution 491-21 to Reappoint Pat Soper to the West Bountiful Arts Council. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

10. Financing Options Related to Construction of New Public Works Facility.

Duane Huffman has been working with Zion's Bank to provide options for financing a new public works facility. He reviewed the projected rates for 10 and 20 year terms. All options include paying off the city hall bond (approximately \$800 K) this year and rolling it into the new bond which will save interest expense.

There was discussion about the pros and cons of a 10 year versus 20 year term. Mr. Huffman noted that depreciation of personal property for HollyFrontier Refinery has caused a dip in property taxes, and could drop a little more, so he is not comfortable with a 10 year term.

Duane explained the differences between Market and Direct Purchase. Not a lot of difference except time is significant. Direct Payment is faster and less cumbersome with only one purchaser. Market requires a bond rating.

Mayor Romney asked council members if they had concerns with this type of financing. They agreed they should move forward exploring options based on the low rate. Council member Ahlstrom asked Duane to provide more options without a pre-payment penalty.

The Mayor suggested he go with Steve and Kris to look at a couple building options to nail down details and gain a better idea of how much money is needed. Duane Huffman will get a parameter resolution drafted so that the city can move forward when ready.

11. Minutes from February 2, 2021.

MOTION: *James Bruhn made a motion to Approve Minutes from February 2, 2021. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.*

231
232 **12. Staff Reports**
233

234 **Police – Brandon Erikson**

- 235 • Davis Behavioral Health is moving forward with Communities That Care Coalition. Their
236 focus is getting treatment options for youth before they are law enforcement issues. There is
237 a similar program for adults that this will be patterned after. Assist. Chief Wilkinson is
238 excited to be the city's point of contact for this initiative. The Mayor thanked Mark Preece
239 for attending a Zoom meeting on this topic in his place.
- 240 • Met this morning with the representative from Spillman. There will be a meeting March 3rd
241 for a needs assessment. This would go into next year's budget and possibly the following
242 year to fully roll out.

243
244 **Public Works – Steve Maughan**

- 245 • Preparing for possible snow storm given we are short staffed this week.
- 246 • We are upgrading circuit breaker panel at park and the meter base.
- 247 • The street lights have been an issue the past few months, partly because we have to
248 coordinate with Rocky Mountain Power who uses a contractor. We have a meeting scheduled
249 to see if we can come up with a better solution.
- 250 • City Hall generator needs to be replaced. We are in the process of getting quotes and looking
251 at options and will have more details at next meeting.

252
253 **Engineering / Kris Nilsen**

- 254 • Continuing work on Pickleball.
- 255 • We received an application for a concept review for a new subdivision - Highgate 2., which
256 consists of 6 lots. We hope to have it ready for next week's planning commission meeting.

257
258 **Community Development - Cathy Brightwell**

- 259 • Planning Commission is very busy working on items for historical district, ADU proposals,
260 code updates, and doing a great job.
- 261 • Planning commission has put ADU proposals on hold until legislative changes are decided
262 before setting a joint meeting with city council to look at policy issues.

263
264 **Administrative Report – Duane Huffman**

- 265 • Woods Cross has scheduled a public hearing on proposed changes to its northwest quadrant.
266 The un-annexed Smith property is not part of the current proposals, but the new zones could
267 eventually be applied to the area.
- 268 • ULCT continues to lobby the Utah legislature on many bills including billboards and ADUs.
269 He added that there is a bill that could allow builders to get their own building inspectors if
270 reasonable timeframes are not met. There are also a lot of police bills being considered.

271
272 **13. Mayor / Council Reports**
273

274 Mayor Romney – No additional report beyond what has already been covered. We are following the
275 almost \$2B dollar bonding statewide infrastructure projects in the legislature.
276

James Ahlstrom – spoke with Senator Weiler about the billboard bill. He explained that we want to protect residential areas and be able to regulate what is in our city. Sen. Weiler said he voted against the bill and had been told the 2nd amendment addressed most of the concerns. He will continue to watch the issue.

Council member Ahlstrom added that Cathy Brightwell does a great job with the Youth City Council. They are looking at an Easter egg drive-through type event this year instead of the annual Easter Egg Scramble.

James Bruhn – Arts Council has completed the YouTube Valentine's Concert and did a great job. He added that Wasatch Integrated has YouTube videos on recycling, etc. that might be a good addition to the city website.

Kelly Enquist – wants to commend the Planning Commission for always coming prepared and doing a great job.

Mosquito Abatement is working on tree holes. A lot of their work is done on bicycles and ATVs and they are having a tough time getting these and other supplies due to the ripple effect of Covid.

Mark Preece – No new report (sewer board coming up this week).

Rod Wood – No report but he complimented the staff for all their hard work.

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

No closed session.

15. Adjourn

MOTION: *Rod Wood made a motion to adjourn this meeting of the West Bountiful City Council at 9:13pm. James Bruhn 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, March 2, 2021.

Cathy Brightwell, City Recorder