



Amended
WEST BOUNTIFUL CITY COUNCIL MEETING
APRIL 6, 2021 AT 7:30 PM
via Zoom

Participants may access the meeting at <https://us02web.zoom.us/j/86878603495>
Or go to zoom.us > **select JOIN A MEETING** > **Meeting ID: 868 7860 3495**

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 – Rod Wood; Pledge of Allegiance – Mark Preece

1. Approve Agenda.
2. Public Hearing to Receive Input with Respect to the Issuance of Sales Tax Revenue Bonds to Finance All or a Portion of the Cost of Acquiring, Constructing and Improving a New Public Works Facility 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.
3. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
4. Presentation on Water Rate Analysis.
5. Award Public Defender Services Contract to Matthew Brass.
6. Award Financial Audit Services Contract to Ulrich and Associates.
7. Settlement Agreement and Release with Center Pointe Construction Company Regarding Structure at 1141 W 400 North.
8. Fiscal Year 2022 Draft Budget Development Discussion.
9. Staff Reports – Police, Public Works, Engineering, Community Development, Administration.
10. Mayor/Council Reports.
11. Minutes from March 16, 2021 Meeting and Site Visit.
12. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

This amended 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 April 5, 2021.



MEMORANDUM

TO: Mayor and City Council

DATE: April 2, 2021

FROM: Duane Huffman, City Administrator

RE: **Public Hearing - Sales Tax Revenue Bonds for New Public Works Facility**

This memo is intended to serve as an introduction for the public hearings scheduled for the April 6th city council meeting.

Background

For several years now West Bountiful City has pursued the construction of a larger public works facility to better meet the city's needs. Public Works includes the construction and maintenance of the culinary water system, roads system, storm water system, and parks system, while also providing services related to solid waste collection, general facilities maintenance, and other miscellaneous needs of the city. Along with the police department, the public works department provides most of the services residents think of when they think of the city.

In 2017 the city purchased 5.6 acres at approximately 1400 W 1200 N from the South Davis Sewer District. In 2019 the city commissioned architects to develop a master plan to determine sizing and cost estimates.

The 2019 cost estimate was \$7 million, and even though construction inflation has increased significantly, the city is currently in the process of re-evaluating building materials and options to significantly decrease the cost of the main structure. After paying off the city's current bond for the city hall, the capital project fund will have an estimated \$2.2 million available as of July 1, 2021. It is also possible the new Federal money associated with the America Recovery Act as well as CDBG funding may be available.

Bonds

At the March 2nd city council meeting, the council adopted a parameters resolution outlining the maximum amount, interest rate, and term of the bond. The public hearing is set to receive public input on these parameters.

- Maximum Principal Amount: \$7,000,000.00 (presently city staff expects the amount to be significantly less).
- Maximum Interest Rate: 5% (presently city staff and advisors expect the rate to be closer to 2%)
- Maximum Term: 21 years (depending on the final amount, this could also be closer to 10-15 years).

Next Steps

After the public hearing, staff and advisors will move forward quickly pursuing direct purchase bonding options (include those with early pay-off options) once the council settles on a final bonding amount.

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 7:30 p.m. on April 6, 2021. The public hearing will be held via Zoom. 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 March 21, 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 March 21, 2021, the City may proceed to issue the Bonds without an election.

DATED March 2, 2021.

WEST BOUNTIFUL CITY, UTAH

City Council Handout

Overview:

West Bountiful city manages the distribution of culinary water to its residents and the businesses that reside in the city. The current water structure for charging these residents and businesses needs to be updated in order to sufficiently cover the cost of the system, payback loans for culinary water, and cover costs for projected capital needs. The main goal of this project was to create a new water rate structure for West Bountiful City that can be used for at least the next five years. The main priorities that the new rate system focuses on are 1) having all costs covered by the revenues gained, 2) protecting residents with fixed incomes, 3) making the system equitable, and 4) promoting water conservation.

After forecasting future costs, forecasting future water consumption, and using the priorities listed above, we came up with a system we recommend that West Bountiful City implements. The recommendation focuses on having each classification as a whole (residential, commercial $\frac{3}{4}$ ", commercial 2", etc.) cover the costs of its respective group, and it also increases the prices of the tiers that use more water.

The recommended system takes into account all four of the priorities outlined before the project began and successfully addresses each one of them. After the end of the five years, the revenue generated will slightly exceed the costs incurred. This makes it so the rate system is sustainable and also keeps the prices as low as possible for the culinary water users. The residential base rate users (most fixed income users would fit in this group) will have their monthly costs go up approximately \$2.75, from \$50 to \$52.75. This increase is minimal compared to the increases needed from other users. The recommended system is also more equitable than the current one. The current rate structure has residential users paying more than their fair share, and the new system addresses this issue by having commercial users pay higher prices than they previously were. Lastly, the system promotes water conservation by raising prices for additional water usage at an increasing rate. Due to this, the users consuming less water pay significantly less than the users that are using lots of water. Due to all of these reasons, we encourage West Bountiful City to implement our system.

During our analysis, we came up with five other potential rate structures that can be reviewed by the city or modified however it would like. We also have multiple spreadsheets available for use so that assumptions can be changed and other prices can be tested out. These spreadsheets and all other models and data will be given to Mr. Huffman, City Manager. The city can use all of the resources we give them in order to better understand our methods and also evaluate other possible alternatives.

Projected Revenue Needs					
	(Year ending June 30)				
Expense Category	2022	2023	2024	2025	2026
Operating Expenses	\$ 724,703	\$ 748,022	\$ 777,837	\$ 808,911	\$ 841,298
Debt Service	\$ 339,764	\$ 335,806	\$ 334,774	\$ 333,592	\$ 332,534
Capital Needs	\$ 793,668	\$ 811,447	\$ 829,623	\$ 848,206	\$ 867,206
Cash to Offset Capital Improvements	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)
TOTAL NEEDS	\$ 1,683,136	\$ 1,720,274	\$ 1,767,234	\$ 1,815,710	\$ 1,866,039
Monthly Need	\$ 140,261	\$ 143,356	\$ 147,270	\$ 151,309	\$ 155,503

Main Recommendation:

Perfect Equity 2.0			
Water Service Rate Schedule			
		CURRENT	NEW
Residential Rates (Monthly)			
	Base Rate		
	8,000 Gallons	\$50.00	\$52.72
Residential Overage Charges - Per 1,000 Gallons			
Tier 1	8,001 - 12,000 Gallons	\$0.69	\$2.46
Tier 2	12,001 - 30,000 Gallons	\$0.80	\$2.85
Tier 3	30,001 + Gallons	\$1.27	\$4.53
Commerical Rates (Monthly)			
3/4" Meter			
	Base Rate		
	11,999 Gallons	\$63.00	\$86.90
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31
1" Meter			
	Base Rate		
	11,999 Gallons	\$88.20	\$133.68
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31
1 1/2" Meter			
	Base Rate		
	11,999 Gallons	\$113.40	\$258.66
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31
2" Meter			
	Base Rate		
	11,999 Gallons	\$182.70	\$582.94
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31
3" Meter			
	Base Rate		
	11,999 Gallons	\$693.00	\$699.69
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31
6" Meter			
	Base Rate		
	11,999 Gallons	\$1,132.00	\$1,756.43
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$1.79
Tier 2	48,000 + Gallons	\$1.68	\$3.31

Base Rate Breakdown					
	Operating	Debt	Capital	Total	
Residential	\$ 23.20	\$ 9.99	\$ 19.53	\$ 52.72	
3/4"	\$ 38.25	\$ 38.25	\$ 32.19	\$ 86.90	
1"	\$ 58.84	\$ 58.84	\$ 49.52	\$ 133.68	
1.5"	\$ 113.85	\$ 113.85	\$ 95.81	\$ 258.66	
2"	\$ 256.58	\$ 256.58	\$ 215.94	\$ 582.94	
3"	\$ 307.96	\$ 307.96	\$ 259.18	\$ 699.69	
6"	\$ 773.08	\$ 773.08	\$ 650.62	\$ 1,756.43	

Options 1-5 In-Depth

Base Rate Covers All Costs				
Water Service Rate Schedule				
		CURRENT	NEW	
Residential Rates (Monthly)				
	Base Rate			
	8,000 Gallons	\$50.00	\$62.30	
Residential Overage Charges - Per 1,000 Gallons				
Tier 1	8,001 - 12,000 Gallons	\$0.69	-	
Tier 2	12,001 - 30,000 Gallons	\$0.80	-	
Tier 3	30,001 + Gallons	\$1.27	-	
Commerical Rates (Monthly)				
3/4" Meter				
	Base Rate			
	11,999 Gallons	\$63.00	\$102.50	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
1" Meter				
	Base Rate			
	11,999 Gallons	\$88.20	\$166.00	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
1 1/2" Meter				
	Base Rate			
	11,999 Gallons	\$113.40	\$345.50	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
2" Meter				
	Base Rate			
	11,999 Gallons	\$182.70	\$908.00	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
3" Meter				
	Base Rate			
	11,999 Gallons	\$693.00	\$1,075.50	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
6" Meter				
	Base Rate			
	11,999 Gallons	\$1,132.00	\$2,892.50	
Tier 1	12,000 - 48,000 Gallons	\$0.91	-	
Tier 2	48,000 + Gallons	\$1.68	-	
Base Rate Breakdown				
	Operating	Debt	Capital	Total
Residential	\$ 27.42	\$ 11.80	\$ 23.08	\$ 62.30
3/4"	\$ 45.11	\$ 45.11	\$ 37.97	\$ 102.50
1"	\$ 73.06	\$ 73.06	\$ 61.49	\$ 166.00
1.5"	\$ 152.07	\$ 152.07	\$ 127.98	\$ 345.50
2"	\$ 399.65	\$ 399.65	\$ 336.34	\$ 908.00
3"	\$ 473.37	\$ 473.37	\$ 398.39	\$1,075.50
6"	\$1,273.12	\$1,273.12	\$1,071.45	\$2,892.50

Don't Touch Residential Rates				
Water Service Rate Schedule				
		CURRENT	NEW	
Residential Rates (Monthly)				
	Base Rate			
	8,000 Gallons	\$50.00	\$50.00	
Residential Overage Charges - Per 1,000 Gallons				
Tier 1	8,001 - 12,000 Gallons	\$0.69	\$0.60	
Tier 2	12,001 - 30,000 Gallons	\$0.80	\$0.80	
Tier 3	30,001 + Gallons	\$1.27	\$1.27	
Commerical Rates (Monthly)				
3/4" Meter				
	Base Rate			
	11,999 Gallons	\$63.00	\$73.39	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
1" Meter				
	Base Rate			
	11,999 Gallons	\$88.20	\$88.83	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
1 1/2" Meter				
	Base Rate			
	11,999 Gallons	\$113.40	\$119.85	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
2" Meter				
	Base Rate			
	11,999 Gallons	\$182.70	\$123.76	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
3" Meter				
	Base Rate			
	11,999 Gallons	\$693.00	\$128.97	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
6" Meter				
	Base Rate			
	11,999 Gallons	\$1,132.00	\$135.98	
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$11.33	
Tier 2	48,000 + Gallons	\$1.68	\$11.33	
Base Rate Breakdown				
	Operating	Debt	Capital	Total
Residential	\$ 22.01	\$ 9.47	\$ 18.52	\$ 50.00
3/4"	\$ 32.30	\$ 32.30	\$ 27.19	\$ 73.39
1"	\$ 39.10	\$ 39.10	\$ 32.90	\$ 88.83
1.5"	\$ 52.75	\$ 52.75	\$ 44.39	\$ 119.85
2"	\$ 54.47	\$ 54.47	\$ 45.84	\$ 123.76
3"	\$ 56.76	\$ 56.76	\$ 47.77	\$ 128.97
6"	\$ 59.85	\$ 59.85	\$ 50.37	\$ 135.98

Don't Touch Residential Base Rate

Water Service Rate Schedule

	CURRENT	NEW
--	---------	-----

Residential Rates (Monthly)

	Base Rate		
	8,000 Gallons	\$50.00	\$50.00
	Residential Overage Charges - Per 1,000 Gallons		
Tier 1	8,001 - 12,000 Gallons	\$0.69	\$5.99
Tier 2	12,001 - 30,000 Gallons	\$0.80	\$5.99
Tier 3	30,001 + Gallons	\$1.27	\$5.99

Commerical Rates (Monthly)

3/4" Meter			
	Base Rate		
	11,999 Gallons	\$63.00	\$38.77
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99
1" Meter			
	Base Rate		
	11,999 Gallons	\$88.20	\$46.92
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99
1 1/2" Meter			
	Base Rate		
	11,999 Gallons	\$113.40	\$63.30
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99
2" Meter			
	Base Rate		
	11,999 Gallons	\$182.70	\$65.37
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99
3" Meter			
	Base Rate		
	11,999 Gallons	\$693.00	\$68.12
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99
6" Meter			
	Base Rate		
	11,999 Gallons	\$1,132.00	\$71.82
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.99
Tier 2	48,000 + Gallons	\$1.68	\$5.99

Base Rate Breakdown				
	Operating	Debt	Capital	Total
Residential	\$ 22.01	\$ 9.47	\$ 18.52	\$ 50.00
3/4"	\$ 17.06	\$ 17.06	\$ 14.36	\$ 38.77
1"	\$ 20.65	\$ 20.65	\$ 17.38	\$ 46.92
1.5"	\$ 27.86	\$ 27.86	\$ 23.45	\$ 63.30
2"	\$ 28.77	\$ 28.77	\$ 24.21	\$ 65.37
3"	\$ 29.98	\$ 29.98	\$ 25.23	\$ 68.12
6"	\$ 31.61	\$ 31.61	\$ 26.61	\$ 71.82

Perfect Equity

Water Service Rate Schedule

	CURRENT	NEW
--	---------	-----

Residential Rates (Monthly)

	Base Rate		
	8,000 Gallons	\$50.00	\$40.11
	Residential Overage Charges - Per 1,000 Gallons		
Tier 1	8,001 - 12,000 Gallons	\$0.69	\$7.76
Tier 2	12,001 - 30,000 Gallons	\$0.80	\$7.76
Tier 3	30,001 + Gallons	\$1.27	\$7.76

Commerical Rates (Monthly)

3/4" Meter			
	Base Rate		
	11,999 Gallons	\$63.00	\$50.25
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76
1" Meter			
	Base Rate		
	11,999 Gallons	\$88.20	\$60.81
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76
1 1/2" Meter			
	Base Rate		
	11,999 Gallons	\$113.40	\$82.05
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76
2" Meter			
	Base Rate		
	11,999 Gallons	\$182.70	\$84.74
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76
3" Meter			
	Base Rate		
	11,999 Gallons	\$693.00	\$88.30
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76
6" Meter			
	Base Rate		
	11,999 Gallons	\$1,132.00	\$93.10
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$7.76
Tier 2	48,000 + Gallons	\$1.68	\$7.76

Base Rate Breakdown				
	Operating	Debt	Capital	Total
Residential	\$ 17.65	\$ 7.60	\$ 14.86	\$ 40.11
3/4"	\$ 22.12	\$ 22.12	\$ 18.61	\$ 50.25
1"	\$ 26.77	\$ 26.77	\$ 22.53	\$ 60.81
1.5"	\$ 36.12	\$ 36.12	\$ 30.39	\$ 82.05
2"	\$ 37.30	\$ 37.30	\$ 31.39	\$ 84.74
3"	\$ 38.86	\$ 38.86	\$ 32.71	\$ 88.30
6"	\$ 40.98	\$ 40.98	\$ 34.49	\$ 93.10

Focus On Higher Tiers			
Water Service Rate Schedule			
		CURRENT	NEW
Residential Rates (Monthly)			
	Base Rate		
	8,000 Gallons	\$50.00	\$50.00
Residential Overage Charges - Per 1,000 Gallons			
Tier 1	8,001 - 12,000 Gallons	\$0.69	\$2.00
Tier 2	12,001 - 30,000 Gallons	\$0.80	\$3.00
Tier 3	30,001 + Gallons	\$1.27	\$4.00
Commerical Rates (Monthly)			
3/4" Meter			
	Base Rate		
	11,999 Gallons	\$63.00	\$63.00
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$3.50
Tier 2	48,000 + Gallons	\$1.68	\$5.00
1" Meter			
	Base Rate		
	11,999 Gallons	\$88.20	\$88.30
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$3.50
Tier 2	48,000 + Gallons	\$1.68	\$5.00
1 1/2" Meter			
	Base Rate		
	11,999 Gallons	\$113.40	\$113.40
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$3.50
Tier 2	48,000 + Gallons	\$1.68	\$5.00
2" Meter			
	Base Rate		
	11,999 Gallons	\$182.70	\$182.70
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$5.00
Tier 2	48,000 + Gallons	\$1.68	\$10.00
3" Meter			
	Base Rate		
	11,999 Gallons	\$693.00	\$693.00
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$3.50
Tier 2	48,000 + Gallons	\$1.68	\$5.00
6" Meter			
	Base Rate		
	11,999 Gallons	\$1,323.00	\$1,323.00
Tier 1	12,000 - 48,000 Gallons	\$0.91	\$3.50
Tier 2	48,000 + Gallons	\$1.68	\$5.00

Base Rate Breakdown				
	Operating	Debt	Capital	Total
Residential	\$ 22.01	\$ 9.47	\$ 18.52	\$ 50.00
3/4"	\$ 27.73	\$ 27.73	\$ 23.34	\$ 63.00
1"	\$ 38.82	\$ 38.82	\$ 32.67	\$ 88.20
1.5"	\$ 49.91	\$ 49.91	\$ 42.01	\$ 113.40
2"	\$ 80.41	\$ 80.41	\$ 67.68	\$ 182.70
3"	\$ 305.02	\$ 305.02	\$ 256.70	\$ 693.00
6"	\$ 582.31	\$ 582.31	\$ 490.07	\$1,323.00

MEMORANDUM



TO: Mayor and City Council

DATE: April 2, 2021

FROM: Duane Huffman, City Administrator

RE: **Award – Public Defender Services**

This memo recommends that the council award the attached contract to Matthew Brass for public defender services.

Background

In 2016 the city was required to quickly arrange for public defense services for justice court cases within the city's jurisdiction. After a brief search, the city contracted with Matthew Nebeker to provide these services for a flat monthly rate of \$650/month.

Mr. Nebeker recently informed the city that he will no longer be able to perform as he is planning to relocate.

The city issued a Request for Proposals in February 2021 for a new contractor.

Recommendation

Based on his attached proposal and very positive references, staff recommends award the attached contract to Matthew Brass for 3 years public defender services. The new monthly rate will be \$700.

Matt Brass Law, LLC
Matthew A. Brass
467 Island View Cir.
Farmington, UT 84025
mabrass9@gmail.com
(801)916-5227

RFP For Public Defender Services For West Bountiful City

Please see enclosed letter and resume. I would be happy to provide any additional information.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Matt A. Brass", written over a horizontal line.

Matthew A. Brass

Matt Brass Law, LLC
Matthew A. Brass
467 Island View Cir.
Farmington, UT 84025
mabrass9@gmail.com
(801)916-5227

Mr. Duane Huffman
West Bountiful City Administrator
dhuffman@wbcity.org

RFP for West Bountiful Public Defender Services

Objective: Provide diligent representation for indigent individuals, on appointed cases, being prosecuted by West Bountiful City.

Experience: I have practiced criminal law as a prosecutor and as a defense attorney for approximately 10 years. I am currently a public defender in the Davis County Justice Court and the Second District Juvenile Court in Farmington, in addition to operating my private law practice. I've prosecuted or defended individuals at dozens of jury trials, hundreds of bench trials, and countless other hearings over the past decade. Please see attached resume for additional information.

Bar admissions: Utah (2011), Bar #13501, active and in good standing. U.S. District Court For District of Utah (2011), #13501.

Liability Insurance: I carry a professional liability insurance policy through Mercer with limits of \$1,000,000/\$1,000,000. I would be happy to provide the policy if needed.

Fee Proposal: I would bill a flat fee of \$700/month for all appointed cases. I would bill \$100/hour for in-court time spent in jury trials (not bench trials). I would not bill for time spent during jury trial preparation. I would only bill additional for the time spent in court for the jury trial, as a jury trial can often take me away from other work for a full day. In an effort to recoup the City some cost, in most circumstances, I would ask that the judge assess a public defender fee in any case that resolves with a plea or conviction. The recoupment would be based partially on time spent on the case and partially on ability to pay. I will usually ask the judge to impose a fee of \$50-75 on lower level offenses (most traffic cases) and \$125+ on higher level offenses or cases where considerable time is

spent in motion hearings or trials. I do not request the recoupment fee in cases where the client is homeless or otherwise destitute.

I am confident I can provide a high level of legal representation to defendants being prosecuted by West Bountiful City. I would be happy to provide any additional information the City requires or answer any questions the City may have. Please see the below resume for more information about work experience and qualifications.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Matt A. Brass", written in a cursive style.

Matthew A. Brass

Matthew A. Brass
mabrass9@gmail.com
(801)916-5227

Qualifications:

Davis County Government, 2018-Present

Contract Public Defender- Davis County Justice Court (appointed to unincorporated County cases, West Point cases, and Fruit Heights Cases) and Second District Juvenile Court delinquency matters

- Represent indigent clients accused of offenses in the Davis County Justice Court and Juvenile Court at all manner of court proceedings (initial appearances, pretrial conferences, motion hearings, trials, etc.)
- Draft and argue motions to suppress, motions to dismiss, etc.
- Review police reports/evidence for any constitutional violations
- When applicable, negotiate favorable resolutions of cases for clients

Matt Brass Law, 2016-Present

Criminal Defense Attorney

- Represent clients accused of crimes ranging from infractions to first degree felonies, in all courts in Utah , at all manner of court proceedings (initial appearances, pretrial conferences, motion hearings, trials, etc.)
- Draft and argue motions to suppress, motions to dismiss, etc.
- Review police reports/evidence for any constitutional violations
- When applicable, negotiate favorable resolutions of cases for clients

Edward K. Brass, Attorney-at-law, 2016-Present

Of Counsel Criminal Defense Attorney

- Represent clients accused of wide variety of criminal offenses in all courts within Utah
- Regularly appear in court for all manner of criminal law proceedings

Salt Lake County District Attorney, 2016

Assistant District Attorney

- Prosecuted a wide variety of criminal offenses
- Screened cases for appropriate charges

Eagle Gate College, 2015

Adjunct Professor, Criminal Justice Department

- Taught several bachelor-level criminal law classes to criminal justice majors
- Developed lesson plans
- Created and graded assignments, quizzes, and exams

Davis County Attorney's Office, 2013-2015

Deputy County Attorney II

- Prosecuted a variety of felony, misdemeanor, and infraction cases
- Screened and filed appropriate charges
- Researched case law
- Handled all aspects of criminal prosecution from initiating a case to conclusion of probation
- Represented the County at jury trials, preliminary hearings, evidentiary hearings, etc.
- Assisted law enforcement officers with criminal investigations

Salt Lake City Prosecutor's Office, 2011-2014

Assistant City Prosecutor

- Prosecuted a variety of misdemeanor offenses
- Represented the City at all hearings related to criminal prosecution
- Tried dozens of jury trials, hundreds of bench trials, and appeared for hundreds of motion hearings.
- Screened thousands of cases for appropriate charges

Salt Lake City Prosecutor's Office, 2010

Intern

- Researched and briefed legal issues in preparation for motion hearings
- Participated in jury trials, bench trials, motion hearings, pretrials, and arraignments
- Drafted summaries of Supreme and Appellate Court decisions

Education:**Gonzaga University School of Law**

- Graduated *cum laude*, December 2010
- CALI Excellence For The Future award- Legal Research and Writing IV

University of Utah

- Major in History with a Minor in Economics
- Academic Dean's list

Bar Admissions:

Utah, May 2011 (Bar #13501)

U.S. District Court For The District of Utah (May 2011)

**AGREEMENT FOR LEGAL SERVICES FOR INDIGENT PERSONS
APPEARING IN WEST BOUNTIFUL CRIMINAL CASES**

THIS AGREEMENT made and entered into this ____ day of _____, 2021 by and between West Bountiful City, a body politic of the State of Utah, hereinafter referred to as "West Bountiful," and Matthew Brass, hereinafter referred to as "Attorney";

WITNESSETH

WHEREAS West Bountiful has the responsibility to provide legal representation to each person who is entitled to legal representation in matters prosecuted by West Bountiful City and who has been determined by the appropriate court to be indigent; and

WHEREAS, Attorney is a member in good standing of the Utah State Bar and admitted to practice law before the courts of the State of Utah; and

WHEREAS, Attorney is willing to represent indigent clients entitled to representation provided by West Bountiful.

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

1. The terms of this Agreement shall be from _____ through _____.
2. West Bountiful City agrees to pay Attorney the sum of \$700/month. Payment shall be made to the Attorney in full on or before the last day of each month that this Agreement is in effect. Additionally, Attorney will bill West Bountiful \$100/hour for in-court time spent in Jury Trials. West Bountiful agrees to pay the additional jury trial bill within thirty (30) days after the invoice is received.
3. Attorney agrees to maintain professional malpractice insurance with limits of \$500,000 per person and an aggregate of \$1,000,000.00 and, upon request, provide to West Bountiful evidence of the insurance. Attorney also agrees to notify West Bountiful in writing within ten days of any claim or legal action filed against Attorney related to services provided by Attorney under this Agreement.

4. Attorney agrees to abide by the Utah Rules of Professional Conduct, and the laws of the State of Utah, including but not limited to the provisions of Chapter 32 of Title 77, *Utah Code Ann.* (2012) as amended.

5. Attorney agrees to use Attorney's best efforts to avoid any conflicts of interest which would divide loyalty of defense counsel to the client. The parties, however, recognize that certain cases may arise where conflicts are of sufficient magnitude that Attorney cannot represent a particular indigent. In such instances, the case shall be reassigned to another legal defender in Davis County who is not conflicted. In the unlikely event that all such legal defenders have a conflict of interest, the City shall make arrangements for representation by other counsel to be paid for by West Bountiful.

6. Attorney agrees to assist West Bountiful in the continued implementation of a fee recovery program whereby indigent clients represented by a legal defender or otherwise benefitting from legal resources paid for by West Bountiful shall repay to West Bountiful a portion of the expenses incurred by West Bountiful. Attorney will use reasonable discretion in determining whether or not to request a recoupment fee and what amount to request. Parties understand that this is a request made to the Judge who has ultimate discretion on whether or not to order the fee.

7. The parties agree that should Attorney need to be absent from court, it is Attorney's responsibility to provide and pay for substitute coverage or move cases to a date that Attorney can appear.

8. Attorney shall perform this Agreement as an independent contractor. Attorney shall not be deemed to be an employee, agent, or representative of the City. Attorney acknowledges and agrees that Attorney is not in any manner or degree an employee of City and shall have no right to and shall not be provided with any City benefits.

9. In the event of default of any of the provisions of this Agreement and the failure of Attorney to cure the default within fifteen (15) days after written notice of the same has been given by West Bountiful, the parties hereto agree that West Bountiful may, at its option, terminate this Agreement or retain other legal counsel to represent indigent defendants within West Bountiful and to deduct the costs (up to \$700 per month) from the compensation identified in Paragraph 2 of this Agreement. Upon a material breach of this Agreement by either party, the non-breaching party may pursue any remedy under this Agreement, at law, or in equity against the breaching party arising from, in connection with, or relating to this Agreement.

10. Notwithstanding the above, either party may terminate this Agreement without cause by giving the other party a 30-day written notice of termination

11. Attorney agrees that Attorney will at all times faithfully, industrially, and to the best of Attorney's ability, experience, and talents, perform all of the duties that may be required of and from Attorney pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of City.

12. In the event of any conflict between the terms of this Agreement and any documents incorporated into this Agreement by reference including, but not limited to, exhibits or attachments to this Agreement, this Agreement shall control.

13. No waiver or modification of any of the provisions of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

14. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other party, or to bind the other party in any manner.

15. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, officers, employees, agents, representatives, subrogees and all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any

provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, except as such laws may be preempted or superseded by the laws of the United States. The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, its formation or validity. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorney fees and costs, and the party prevailing in any such dispute shall be awarded its attorney fees and costs.

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

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

19. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

[Signatures on following page.]

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

ATTORNEY

MATTHEW BRASS

MEMORANDUM



TO: Mayor and City Council

DATE: April 2, 2021

FROM: Duane Huffman, City Administrator

RE: **Financial Audit Services**

This memo recommends that the council select Ulrich & Associates as the firm to conduct the financial audit services for the Fiscal Year ending June 30, 2021.

Background

As required by state law, bonding arrangements, and general best practices, West Bountiful City commissions an annual independent audit of its financial statements by a Certified Public Accountant. The audit and associated services are vital to ensuring that funds are properly accounted and that the residents, city council and administration have an accurate picture of the city's financial health.

Since 2017, the city has contracted with Keddington & Christensen for audit services at the rate of \$9,400. The city was due to issue a new RFP in 2020 but extended the process one year due to the pandemic.

RFP Results

On March 5, 2021, the city issued a "Request for Proposals to Provide Audit Services." The following table summarizes the proposals received:

Firm	Location	FY 21
Litz & Company	Roy	\$12,250
Keddington & Christensen	Salt Lake	\$13,400
Ulrich & Associates	Ogden	\$14,825
B2a CPA	Bountiful	\$20,000

Staff's evaluation of the proposals consisted of the following criteria:

A. Technical Factors

1. Responsiveness of the proposal in clearly stating an understanding of the audit services to be performed.

- a. Appropriateness and adequacy of proposed procedures.
 - b. Reasonableness of time estimates and total audit hours.
 - c. Appropriateness of assigned staff levels.
 2. Technical experience of the firm.
 3. Qualifications of staff.
 4. Size and structure of firm, considering the scope of the audit.
 5. Geographic location of key personnel and responsible office.
 6. Municipal client references.
- B. Cost of the Audit

Recommendation

Based on these criteria, staff recommends the proposal from Ulrich & Associates as representing the best service for the City's current needs. This proposal is from a firm with a high level of experience and expertise and would provide a "fresh set of eyes" on the city's financials.

Follow-up

Staff believes that cost increases with this RFP are related in part to accounting issues requiring auditors to recommend significant end-of-year adjustments. As previously mentioned, staff is exploring outside accounting services to correct these issues. Another RFP for audit services in 2022 may be more successful in obtaining lower costs.

Ulrich & Associates, PC

Certified Public Accountants

*4991 South Harrison
Ogden, Utah 84403*

(801) 627-2100

ulrichcpa.com

West Bountiful City

Proposal to Perform Audit Services

For the Fiscal Year Ending
June 30, 2021



Table of Contents

Proposal Letter	1
Firm Profile	2
Audit Team – Professional Education	3
Audit Team – Profiles	4
Scope of Services.....	6
Engagement Approach, Proposed Timing & Fees.....	7
Non-Discrimination Clause	8
Governmental Client List.....	9
Attachment A – Peer Review Report	10

Ulrich & Associates, PC

Certified Public Accountants

March 23, 2021

West Bountiful City
550 North 800 West
West Bountiful, UT 84087

As a firm, we appreciate the opportunity to submit for your consideration our proposal to perform audit and other services for West Bountiful City (the "City") as described in your request for proposal for the fiscal year ending June 30, 2021. Ulrich & Associates is a distinguished audit firm with the technical resources, relevant experience, and personal interactions to add value to the audit process and the wellbeing of your organization. We have specialized in performing audit services for government and non-profit entities for more than 30 years.

We are confident that our firm will be the right fit for you and you will realize the additional benefits of our high-value services, including:

- (1) A thorough and complete audit plan that will involve a risk-based approach covering relevant aspects of your organization's financial reporting and internal control systems;
- (2) Execution of the audit plan by experienced and well-trained government financial auditors who know governmental fund accounting and are familiar with and know how to solve technical problems and issues;
- (3) Expert training for your accounting staff as the audit progresses, which means your personnel will learn best practice approaches and procedures for handling the financial transactions they face. Your staff will be more effective, more efficient, and more confident in their jobs;
- (4) Ongoing access to a team of experts to answer questions and provide support as the need arises; and
- (5) Detailed recommendations to improve procedures and internal control systems that will reduce the risk of loss and the potential for public embarrassment.

The services of Ulrich & Associates will help preserve the financial health and credibility of your organization. Our government auditing experience allows us to deliver services and guidance beyond what you would expect from an auditor. We want to work with you and develop a trusting relationship with your team. Please contact me personally at heather@ulrichcpa.com or (801) 627-2100 if you would like to discuss any aspect of this proposal.

Sincerely,



Heather Christopherson, CPA
Officer & Shareholder

Members of Utah Association of CPAs | American Institute of CPAs

Michael E. Ulrich, CPA
Heather Christopherson, CPA
Kaela Cornwell, CPA | Ryan C. Ulrich, JD

4991 South Harrison | Ogden, Utah 84403
Tel] 801.627.2100 | Fax] 801.475.6548
website] www.ulrichcpa.com

Firm Profile

Ulrich & Associates, PC is a local CPA firm with its office at 4991 South Harrison in Ogden, Utah. The firm emerged from an original sole-proprietorship which was started by Charles E. Ulrich, CPA (retired), who, in 1986, branched out after having worked some 8 years with national and local CPA firms. As a result of opportunities to combine efforts with other CPAs, the firm grew into various entities, becoming Ulrich & Associates, PC, Certified Public Accountants in 1994. In 1999, Michael Ulrich, CPA, became an Owner & Shareholder in the firm. Heather Christopherson, CPA, became the third Owner & Shareholder in 2013. Today, the firm has three CPAs, three accountants, three para-professionals, and two administrative assistants.

As evidenced by the client list attached, our firm specializes in government and non-profit accounting and auditing. We have enjoyed long and healthy relationships with many of these clients which we believe evidences our commitment to quality and professional service. As a firm, we have chosen to be selective in terms of the audit proposals we respond to. West Bountiful City represents a near ideal fit in terms of the types of audit clients we seek to obtain. The City's size, proximity, and level of sophistication match our firm's ability to provide the necessary expertise in a timely and professional manner. We are anxious to have the opportunity to work with West Bountiful City.

Our audit procedures are designed to consider the processing aspects of computerized accounting systems as well as the control environment used by respective clients to make changes, modify programs, or correct data. Many of our clients utilize Caselle accounting systems and, as such, we feel we are specially qualified to audit Caselle systems as well as all other computerized accounting systems.

We affirm that we are licensed for practice as Certified Public Accountants in the State of Utah.

We affirm that we are independent with respect to West Bountiful City based on the requirements of the AICPA and the GAO's Government Auditing Standards, published by the U.S. General Accounting Office.

We affirm that we meet the continuing education requirements and external quality control review requirements contained in the GAO's *Government Auditing Standards* and Uniform Guidance.

Audit Team

Professional Education

Our audit team training focuses entirely on government and nonprofit subjects. As such, each year we attend training on a variety of topics relevant to developments in the governmental sector. We also subscribe to various publications to keep us apprised of new pronouncements and standards that may be applicable to our clients. These items are reviewed on a regular basis as part of our ongoing effort to aid our existing and future clients. Staff training includes (but are not limited to) the following:

- Annual Utah State Auditor's Office Conference
- Annual UACPA State & Local Government Conference
- General Auditing Procedures – Level I – AICPA
- Single Audits in Governments & Nonprofits – AICPA
- Perfecting Analytical Procedures – PPC
- Frauds in Governments & Nonprofits – PPC
- Government & Nonprofit Update – PPC
- Auditing Standards Annual Update – PPC

As a firm we understand the importance of providing one-on-one service. A close working relationship with each client has enabled us to meet more directly those needs unique to each situation. It is our commitment to personalized attention that has been the key to our success both individually and collectively. As you will note in this proposal, West Bountiful City would receive the benefit of this personalized attention and would have an owner directly involved in all phases of the audit.

The following individuals may be assigned to the audit:

Michael Ulrich, CPA	Audit Partner
Heather Christopherson, CPA	Audit Partner
Kaela Cornwell, CPA	Audit Manager
Rebecca Bishop, MAcc	Staff Auditor
Dallen Brooks, MTAX	Staff Auditor

Audit Team Profiles

The following is a brief summary of the experience for each of the audit team members that may be assigned to the West Bountiful City audit. These auditors have had various levels of responsibility with each of the audits performed by Ulrich & Associates, PC as listed on Page 9 of this proposal. Each member of the audit staff has completed specific training courses that meet or exceed continuing education requirements under Yellow Book standards.

Michael E. Ulrich, CPA **Partner**

Michael ("Mike") graduated with a Bachelor's and Master's of Accountancy Degree from Weber State University in 1991. He began his career with Tanner & Company, in Salt Lake City. His experience included numerous audits of public companies and government entities. He also worked a year for a private company as an assistant controller. In 1994 he joined Ulrich & Associates where he focused more specifically on the needs of governmental and non-profit audits. He has since been heavily involved in the conduct of hundreds of government audits including cities, counties, special service districts and school districts. He is attentive to detail and provides effective analysis of critical audit issues.



Heather A. Christopherson, CPA **Partner**

Heather graduated with a Master's of Accountancy Degree from Weber State University in 2002 after having completed an undergraduate degree at the University of Montana in 2000. Heather began her accounting career with Galusha, Higgins, & Galusha in Montana and later moved to Utah to practice with Haynie & Company in Salt Lake City before she became a member of Ulrich & Associates in 2003. Heather has been performing government audits and a broad range of other assurance services for over 20 years. Heather's specialized auditing expertise includes a detailed knowledge of state legal compliance requirements, Single Audits, risk assessment, engagement management abilities, and fund accounting.



**Kaela C. Cornwell, CPA
Manager**

Kaela graduated with a Master's Degree in Taxation in 2012 and a Bachelor's degree in accounting in 2011, both from Weber State University. She began her accounting career with HJ & Associates in Salt Lake City working with taxes and accounting for small businesses. She joined Ulrich & Associates in 2013. She has a strong technical and working knowledge of governmental accounting principles and audit standards and is effective in implementing the changes involved. She strives to enhance the benefits clients receive during the audit process and is effective in working with client staff at all levels of competency.

**Rebecca C. Bishop, MAcc
Staff Auditor**

Rebecca joined the Ulrich & Associates team in 2017 as a staff accountant and auditor. Rebecca has a breadth of experience in the accounting profession including tax preparation and auditing, reviews, and compilations. She graduated from Brigham Young University-Idaho in 2015 with a Bachelor's Degree in Accounting and obtained a Master's of Accountancy Degree from Southern Utah University in 2016. Rebecca practiced with a firm in Boise, Idaho for two years prior to moving to Utah and joining Ulrich & Associates. Rebecca has audit experience with both governmental and non-profit entities including, counties, cities, special service districts, and public charities.

**Dallen G. Brooks, MTax
Staff Auditor**

Dallen Brooks came to Ulrich & Associates in 2019 with substantial experience in the field of taxation for individuals and businesses. Dallen earned his Bachelor's Degree with honors in Accounting at Weber State University in 2017 and he went on to complete a Masters of Taxation Degree there in 2019. During his undergraduate work, he was an Associate Tax Preparer for five years at Nielsen Brooks & Associates, PC and also worked as an Assistant Controller for an international security company. Dallen is fluent in Spanish, making him a valuable resource in translating the "language of accounting" for English-speakers and Spanish-speakers alike.



Based on the qualifications of our staff, we believe we have the experience and expertise necessary to complete the audit and other services without the need for outside auditors or specialists.

Scope of Services

We will audit the financial statements of West Bountiful City for the fiscal year ended June 30, 2021, and will issue all associated audit reports. The audit will be performed in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA); the AICPA Audits of State and Local Governmental Units Audit and Accounting Guide; and the Government Auditing Standards, published by the U.S. General Accounting Office.

As the auditor, we will assist in drafting, typing, and printing the financial statements, however; West Bountiful City Management will be responsible for the basic financial statements. Management will also be responsible for all accompanying schedules and producing detail information supporting the financial statements and disclosures.

We will examine the financial statements and records of West Bountiful City and will issue an auditors' opinion on the City's financial statements with an in-relation-to opinion on combining and supplementary information.

We will prepare and include a statement expressing positive assurance of compliance with State fiscal laws identified by the state auditor and other financial issues related to the expenditure of funds received from Federal, State, or local governments.

We will prepare a comprehensive management letter including our findings and recommendations relative to the internal accounting and administrative controls, compliance with laws and regulations as applicable and adherence to generally accepted accounting principles. This letter, in draft form, will be provided to management prior to the exit conference and presentation of the financial statements. In addition, as issues or concerns arise, we will discuss these issues with the responsible party and management. This discussion and subsequent corrective action plan will be acknowledged by all parties and documented as such.

We will require that management sign a management representation letter prior to the release of the audit report. This letter will detail the representations made by management. We will provide management with a draft of this letter at least one week prior to the release of the report. Any items that are unclear to management will be discussed and written more clearly prior to the signing of the document.

Engagement Approach, Proposed Timing & Fees

	Description	Hourly Rates		Estimated Hours	Estimated Cost
By Appointment through September 15	Engagement planning, review of prior auditors' work papers, preliminary work paper set up, identification of confirmations to be sent, discussions with management regarding schedules to be prepared by City Staff, review & testing of internal controls, and fraud interviews.	Partner	\$225	2	\$450
		Manager	\$175	5	\$875
		Staff	\$100	10	\$1000
				17	\$2,325
When Available (Preferably by September 15)	Receipt of Trial Balance from City Staff and preliminary analytical review.	Manager	\$175	1	\$175
		Staff	\$100	5	\$500
				6	\$675
September 15 – October 15	Field Work, including test of accounts and balances, and compliance testing. Draft financial statements.	Partner	\$225	2	\$450
		Manager	\$175	22	\$3,850
		Staff	\$100	35	\$3,500
				59	\$7,800
October 15 – October 31	Finalize draft of financial statements, review journal entries, discuss management letter comments.	Partner	\$225	3	\$675
		Manager	\$175	15	\$2,625
				18	\$3,300
Prior to November 1	Issue audit reports & financial statements and present to council.	Partner	\$225	2	\$450
		Manager	\$175	1	\$175
				3	\$625
Out-of-Pocket (travel, postage, printing, etc.)					\$100
TOTALS				103	\$14,825

Engagement Approach, Proposed Timing & Fees (Continued)

It is anticipated that fees for subsequent years would increase by approximately 3% as follows:

2022	\$15,270
2023	\$15,725

Our fee covers auditing the financial statements, including supplemental information and all footnote disclosures required by *Government Auditing Standards*.

The above fees and expenses are based on the assumption that City Personnel will be available to assist us in preparing confirmations and trial balances, pulling invoices and other supporting documents, and preparing supporting schedules for each fund. Other circumstances encountered during the audit (such as significant breakdown in internal controls or loss of key financial personnel) would be subject to fee adjustments made as a result of discussions with the City's management regarding the effect of such circumstances on the audit.

Additional Work

Additional work may be required to provide the assurances contemplated in performing an audit. Additional work will be discussed with management as the audit progresses, but will be billed at an agreed upon rate or amount prior to incurring the additional costs. Our fees do not include a single audit. If a single audit is required, it will be billed at an agreed upon rate or amount prior to preparing the single audit.

Non-Discrimination Clause

We specifically affirm that the firm does not discriminate against any individual because of race, religion, sex, color, age, handicap, or national origin, and that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

Governmental Client List

Attest Type	Entity Type	Entity	Financial Software	Since Year Ending	Contact	Other
Audit	Municipality	Clearfield City	Tyler	1993	Rich Knapp, Finance Director 801-525-2720	GFOA Certificate
Audit	Municipality	Farmington City	Caselle	1987	Greg Davis, Finance Director 801-939-9204	GFOA Certificate
Audit	Municipality	Huntsville Town	QuickBooks	1989		
Audit	Municipality	West Haven City	QuickBooks	2019		
Audit	Municipality	West Haven SSD	QuickBooks	2019		
Audit	Municipality	Oakley City	Pelorus	1994		
AUP	Municipality	Town of Stockton	Pelorus	1999		
Audit	Municipality	West Point City	Caselle	2011		
Audit	Municipality	North Davis FD	QuickBooks	2018		
AUP	Municipality	Town of Woodruff	QuickBooks	1993		
AUP	Municipality	Randolph Town	QuickBooks	2003		
AUP	Municipality	Rush Valley Town	QuickBooks	2004		
Accounting	County	Rich County	Caselle	1988	Bill Cox, Commissioner 435-757-8248	
Accounting	County	Summit County	Caselle	2005	Matt Leavitt, Finance Officer 435-336-3017	
Accounting	County	Tooele County	Caselle	2013		
Audit	District	North Davis Fire District	QuickBooks	2018		
Accounting	District	South Summit Fire District	QuickBooks	1989		
AUP	District	Upper Colorado River	QuickBooks	1995		
AUP	District	Mountain Green Fire District	QuickBooks	2007		

All reports are available through the Office of the Utah State Auditor Website (<http://www.auditor.utah.gov>).

AUP Agreed Upon Procedures or Self-Evaluation with Compilation

Attachment A – Peer Review Report

Poulsen VanLeuven & Catmull PA **Certified Public Accountants**

Members of the American Institute of CPA's
and the Idaho Society of CPA's
Jeffrey D. Poulsen, CPA
Darren B. VanLeuven, CPA
Jacob H. Catmull, CPA

Report on the Firm's System of Quality Control

August 22, 2019

To the Owners of Ulrich & Associates, PC
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC (the firm) in effect for the year ended December 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, which included a compliance audit under the Single Audit Act.

As a part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Ulrich & Associates, PC in effect for the year ended December 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ulrich & Associates, PC has received a peer review rating of *pass*.

Poulsen VanLeuven & Catmull

Poulsen VanLeuven & Catmull PA

1360 Albion Avenue • Burley, Idaho 83318 • (208) 678-1300 • Fax (208) 678-1301 • www.pvccpas.com

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“**Agreement**”) is entered into as of April 6, 2021 (the “**Effective Date**”), by and between CENTER POINT CONSTRUCTION COMPANY, a Utah corporation (“**Contractor**”); and WEST BOUNTIFUL CITY, a Utah municipal corporation (the “**City**”).

Recitals

A. Desert Harbor, LLC (“**Owner**”) owns certain real property located at 1141 West 400 North, West Bountiful, Utah 84087, and more particularly described as Lot 201, JP Estates Subdivision—Amended (the “**Property**”).

B. Contractor is building a non-commercial structure (the “**Structure**”) on the Property for Owner pursuant to a building permit issued by the City.

C. As construction progressed, the City recognized the height of the Structure was greater than the West Bountiful Municipal Code (the “**Municipal Code**”) allows. After notification from the City, Contractor removed the original roof trusses and replaced them with trusses of a lower height. Owner also adjusted its boundary lines by filing a plat amendment providing larger setbacks from the Structure to the boundary lines in order to comply with the height regulations in the Municipal Code. The City has approved the plat amendment.

D. A dispute has arisen among the parties regarding their respective responsibility for the expense involved in removing and replacing the original roof trusses and adjusting the boundary line through the plat amendment (the “**Dispute**”). The parties desire to resolve the Dispute according to the terms of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SETTLEMENT AND PAYMENT. The parties hereby resolve and settle the Dispute. Within ten (10) business days after the Effective Date, the City will pay Contractor THIRTY THOUSAND AND NO/100 DOLLARS (**\$30,000.00**) in full satisfaction of all claims related to the Dispute. Each party will bear its own costs and attorney fees incurred in connection with the Dispute and its resolution. This Agreement represents a compromise of disputed claims and is not an admission of liability by either party.

2. RELEASE. Contractor and its principals and agents hereby release, acquit, and forever discharge the City and its elected and appointed officials, employees, agents, insurers, and attorneys of and from all claims, damages, costs, expenses, attorney fees, or compensation whatsoever, whether past or present, at law or in equity, known or unknown, arising on or before the Effective Date originating from or connected with the subject matter of the Dispute. Except

as provided in Section 4, the City releases, acquits, and forever discharges Contractor and its employees, agents, insurers, and attorneys of and from all claims, damages, costs, expenses, attorney fees, or compensation whatsoever, whether past or present, at law or in equity, known or unknown, arising on or before the Effective Date and originating from or connected with the subject matter of the Dispute. Each party represents and warrants that it has not previously assigned or transferred any claim released under this Agreement. Except as provided in Section 4, each party covenants that it will not make any claim or demand or commence any proceeding regarding the height or location of the Structure or any other matter related to the Dispute.

3. INDEMNITY. Contractor will indemnify, hold harmless, and defend the City against any demand, claim, or proceeding arising out of the subject matter of the Dispute and brought by a principal, agent, successor, or assign of Contractor; or by Owner or any of its principals, agents, successors, or assigns. The City will indemnify, hold harmless, and defend Contractor against any demand, claim, or proceeding arising out of the subject matter of the Dispute and brought by a principal, agent, successor, or assign of the City.

4. RESERVATION OF RIGHTS. Notwithstanding any provision of this Agreement to the contrary, (a) the parties expressly reserve all claims arising out of their respective obligations under this Agreement; and (b) the City expressly reserves its right to enforce the provisions of the Municipal Code, including with respect to the construction and location of the Structure and the use of the Property.

5. MISCELLANEOUS.

a. Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement will be valid or binding unless made in writing and signed by all parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

b. Assignment. No party may assign this Agreement without the prior written consent of the other parties. Subject to this limitation on assignment, this Agreement will be binding upon and will inure to the benefit of the parties' respective heirs, successors, agents and assigns.

c. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN SALT LAKE OR DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

d. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement will not affect the validity or the enforceability of the remaining provisions.

e. Professional Advisers. The parties represent that they have had an opportunity to review this Agreement with legal counsel and other professional advisers, and sign this Agreement knowingly and willingly, with full knowledge of its content and import and with the intent to be bound thereby.

f. No Third-party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including Owner, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Contractor under this Agreement or otherwise.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

h. Warranty of Authority. The persons signing below on behalf of an entity represent and warrant that they have been duly authorized to do so, and that the entity will be bound by this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

CONTRACTOR:

CENTER POINT CONSTRUCTION
COMPANY

Ronald G. Hales, *President*

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, *Mayor*

ATTEST:

Cathy Brightwell, *City Recorder*

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On April ____, 2021, **Ronald G. Hales** appeared before me and, being duly sworn, did acknowledge that he is the president of Contractor, as referred to in the foregoing instrument, and that he executed the foregoing instrument as the duly authorized agent of Contractor.

Notary Public

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council site visit held on March 16, 2021 at 155 S 750 West, North Salt Lake, Utah.

Those in attendance:

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

STAFF: Duane Huffman (City Administrator), Steve Maughan, (Public Works), Kris Nilsen (City Engineer).

PUBLIC: Mark Green

The above members of the West Bountiful City Council and city staff met at 10:10 am for a site visit to the MC Green building located next to 155 S 750 West. The purpose of the tour was to get ideas for a new public works facility in West Bountiful.

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, April 6, 2021.

Cathy Brightwell, City Recorder

PENDING – NOT YET APPROVED

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

All participants were on Zoom. Those in attendance:

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

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Steve Maughan, (Public Works), Chief Brandon Erikson, Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer), Patrice Twitchell (HR and Finance), Dallas Green (Golf Superintendent) and Terri Hensley (Secretary).

PUBLIC: Gary Jacketta, Alan Malan, Dennis Vest, Julie Thompson (Davis Journal), Bob Stevenson (County Commissioner), Jason Meservy

Mayor Ken Romney called the meeting to order at 7:34 pm. He read the following: ***I, Mayor Romney, has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org.***

Kelly Enquist gave an Invocation and the Pledge of Allegiance was led by Rod Wood.

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.

Mayor Romney introduced County Commissioner Stevenson and asked him to provide some updates on activities in the County.

Commissioner Stevenson shared details on the following topics:

- Covid-19 and vaccines – Even though the Governor has set April 10th as the date to reduce safeguards including masks, the county may still have some authority to extend the mandate. He said there has been great effort in ensuring transparency and it is clear that masks, social distancing, and vaccines are making a difference. The county and the health department are concerned this date may be too early. By June 1st, it is hoped most residents will be vaccinated

and herd immunity could begin. He also acknowledged the good work the county has done at the Legacy Events Center with the set up and efficiency for distribution of vaccines.

- Paramedics - the current model for the county is that sheriff's deputies are also trained as paramedics. But as we grow, that is no longer feasible; it is difficult to find people who want to do both jobs. There was discussion about how funding will be handled during the transition. South Davis Metro Fire has provided paramedics for the south end of the county for many years but has not received its fair share of the paramedic property tax, and the county's transition away from this service should rectify this.
- Animal control – Rollin Cook was recently hired as the new director and is doing a great job. He was previously an administrator from the prison system.
- Revenues – working with Prop 1 dollars to get some projects done. Sales tax revenues were up 11% in 2020. Davis Co. will receive about \$69M stimulus funding from the America Rescue Plan but no decisions have been made regarding how to spend it; the deadline is 2024. West Bountiful is expected to receive about \$650K.
- Libraries – in response to questions, Commissioner Stevenson reported that no decisions have been made about new library branch locations in South Davis County. The existing Bountiful library is located on land not owned by the County so it is questionable if major renovations will be approved. It may be more likely to focus on other locations.

3. Resolution 494-21 Appointing Alan Malan as Planning Commission Chairman and Dennis Vest as non-alternate Commissioner.

Mayor Romney explained that Denis Hopkinson has served approximately 15 years on the Planning Commission, with 9 years as chairman, and has recently resigned. He has done a great job and will be formally recognized for his contributions when in-person meetings begin again. The Mayor is recommending Alan Malan be appointed as the new chairman and Dennis Vest be moved to a non-alternate position.

Council member Ahlstrom asked if we would be replacing Dennis as an alternate and if so, he suggested Elvin Farrell, a new resident on 800 West. As a member of the Governor's Office of Economic Development, his background would be beneficial in this role. Mayor Romney also asked Mr. Malan to provide suggestions.

MOTION: *James Ahlstrom made a Motion to Appoint Alan Malan as Planning Commission Chairman and Dennis Vest as a non-alternate Commissioner. 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. Resolution 495-21 Supporting Davis County's Multi-Jurisdictional Hazard Mitigation Plan.

The city intends to support the Multi-Jurisdictional Hazard Mitigation initiative by participating with the committee intended to develop revisions and updates to the Davis County Pre-Disaster Mitigation Plan.

Jason Meservy, who works with CERT and emergency preparedness within West Bountiful, said this plan is required for federal assistance money as the needs arise. Mayor Romney thanked Jason for all he has done to help the city with emergency management.

MOTION: *Rod Wood made a Motion to Adopt Resolution 495-21 Supporting Davis County's Multi-Jurisdictional Hazard Mitigation Plan. 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. Purchase of Replacement Generator for City Hall.

At the March 2nd council meeting, staff recommended, and the council approved the purchase of a new generator for the city hall complex for \$46,550 from Taylor Electric. Upon additional communication with Taylor Electric, it was discovered that the actual quote was for \$59,299.

Despite the change in cost, staff continues to recommend the Cummins 175 kW Diesel Powered Generator/ for \$59,299 from Taylor Electric based on the quality of the equipment and reputation of the vendor.

Steve Maughan added that he has been in contact with a company offering \$9K for the used generator which will offset a portion of the cost.

MOTION: *Rod Wood made a Motion to Purchase a Replacement Generator for City Hall from Taylor Electric for \$59,299. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

6. First Look at Fiscal Year 2022 Budget.

Duane provided a big picture, high level summary of the developing FY 2022 budget.

There was discussion on the following items:

- America Rescue Plan is federal money coming straight to the city. The first half should be received within 90 days and the rest by end of year. This differs slightly from the CARES money in what the city is allowed to spend it on. The city expects approximately 650K and it must be spent by December 31, 2024.

- FY 21 Amendments – city hall bond payoff; 1100 West street/sidewalk improvements; generator replacement; settlement agreement; and Porter Lane project. Road striping and new golf equipment may be better to do now rather than next year. These changes will be reflected in the next budget amendments.
- General Fund - New legislation increased the fund balance cap to 35%; sales taxes continue to grow; property taxes are flat/falling; revenues over expenditures of the base budget are expected to be \$400 - \$500K.
- Public Works facility – we will continue to look at options to drop the cost of the original building proposal.
- Police - Chief Erikson has submitted a proposal for one new officer and one new detective. The department is currently stretched very thin on staffing and is unable to keep up with service levels that meet our community's needs and expectations. Response time to calls have increased, high caseloads result in a significant backlog. The police department will also convert to a new records management system requiring new software, and will continue rotation of new vehicles.
- Fire district will submit an aggressive proposal with an increase between 5-20%.
- Golf course – this is the best year on record. They are looking at several projects including improving cart paths and hole 16.

Mr. Huffman asked for input on additional issues the council would like addressed. There was discussion about adding more trail access. There is a need for east-west connections from the Prospector Rail trail at the south end of the golf course and on the north end around the new Atwater Subdivision. Duane said he has concerns about the future of the Prospector Rail trail due to UTA's undefined plans to build dual tracks for FrontRunner.

Mayor Romney said the city is in the best financial position it has ever been in, but we need to remain conservative; things can change very quickly. He asked council members to provide any additional suggestions to Duane as he puts together the draft budget proposal.

7. Minutes from March 2, 2021.

MOTION: *James Bruhn made a Motion to Approve the Minutes from March 2, 2021. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

8. Staff Reports

Police – Brandon Erikson

- Several serious incidents this week. Thankfully, they ended peacefully.
- Officer Thompson has completed his field training and is on his own now.
- Detective Scheese will begin intensive training over the next three weeks with some excellent schools for homicide, interview skills, interrogation, and child abuse training. Sgt Jacobson is picking up the extra slack and working through additional cases.

Public Works – Steve Maughan

- Thanked those who took the time to look at the new building today in North Salt Lake as we finalize the decisions around the new city Public Works Building.

Engineering – Kris Nilsen

- Pre-construction meeting for pickleball courts is scheduled for this Thursday, March 18th.
- Signed contracts for the well house are expected shortly. There was some discussion at planning commission about adding a public water spigot for residents similar to the Church Well in Centerville. However, Mayor Romney and Steve Maughan met with Centerville Public Works who described many problems they have had and strongly advised against it. In addition, Alan Malan suggested the council consider adding a sidewalk around the well.
- We have been preparing the contract for Porter Lane road project and expect to move forward shortly.

Community Development – Cathy Brightwell

- No report

Administrative Report – Duane Huffman

- Patrice Twitchell and Duane are deep in the process of working with FEMA on the last windstorm.
- The school district has been a good partner in this project, but we are having difficulty getting them to respond regarding remaining items like moving dirt, getting concrete installed, etc.

9. Mayor / Council Reports

Mayor Romney – No report.

James Ahlstrom – Youth City Council will meet this week to continue plans for the Easter Egg Event on April 10.

James Bruhn – No report.

Kelly Enquist – No report.

Mark Preece – Sewer board will meet this week.

Rod Wood – No report

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

MOTION: *James Ahlstrom made a Motion to move into closed session at 9:20 pm via Zoom pursuant to UCA § 52-4-205 for the purpose of discussing pending or reasonably imminent litigation. The regular meeting will adjourn simultaneously upon adjournment of the closed session. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

The Motion PASSED with a vote as follows:

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

MOTION: *James Bruhn made a Motion to Adjourn the Closed Meeting. Mark Preece 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, April 6, 2021.

Cathy Brightwell, City Recorder