

**Mayor**  
Kenneth Romney

# **WEST BOUNTIFUL CITY**

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
James Bruhn  
Kelly Enquist  
Mark Preece  
Rodney Wood

550 North 800 West  
West Bountiful, Utah 84087

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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Kris Nilsen

**Public Works Director**  
Steve Maughan

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR  
MEETING AT 7:30 PM ON TUESDAY, FEBRUARY 15, 2022  
AT THE CITY OFFICES, 550 N 800 WEST**

**Online Participation Available:** <https://us02web.zoom.us/j/84408263937>

**AGENDA:**

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

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if speaking on behalf of a group.
3. Wildlife Control – Davis County Animal Care, Director Ashleigh Young.
4. Resolution 512-22, Baseball Facilities Use Agreement.
5. Purchase Approvals:
  - a. Accounting Services: \$12,000.
  - b. Updates to Transportation Capital Facilities Plan and Impact Fee Facilities Plan: \$19,500.
6. Meeting Minutes from February 1, 2022.
7. Staff Reports – Police, Public Works, Engineering, Community Development, Administration.
8. Mayor/Council Reports.
9. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
10. Adjourn.

*This agenda was posted on the State Public Notice website, the city website, emailed to the Mayor and City Council, and provided to the Davis Journal on February 11, 2022, by Cathy Brightwell, City Recorder.*

# Animal Care

## Mission Statement



Animal Care of Davis County is committed to providing great service to residents and compassionate care to animals, working tirelessly to support public safety, find homes for homeless animals, and educate the community about responsible pet ownership.

## Core Functions & Services

- **Public Safety:** Our Field Team of Animal Care Officers (ACOs) are tasked with keeping our community safe and enforcing animal related laws and ordinances. These experienced officers do much more than catch loose dogs. They are our front-line team who understand animal behavior and how to work with all varieties of animals found in our county.
- **Stray Animals:** Stray animals are those brought in by Animal Control Officers or by good samaritans. In 2020, loose animals running on the streets of Davis County made up approximately 74% of the animal arrivals. Animals who arrive as strays at Animal Care of Davis County are made available for adoption five business days after their arrival.
- **Adoptions:** Animal Care of Davis County is dedicated to finding forever homes for the hundreds of animals we care for each day. All adopted dogs and cats leave the shelter spayed/neutered, vaccinated, microchipped, and dewormed.



# Animal Care

| ACDC Wildlife Pick-ups by Year |                |              |
|--------------------------------|----------------|--------------|
|                                | <u>Raccoon</u> | <u>Skunk</u> |
| 2013                           | 979            | 220          |
| 2014                           | 1135           | 328          |
| 2015                           | 1234           | 275          |
| 2016                           | 854            | 282          |
| 2017                           | 1276           | 288          |
| 2018                           | 1406           | 357          |
| 2019                           | 1636           | 295          |
| 2020                           | 552            | 66           |
| 2021                           | 64             | 7            |

| ACDC Pick-ups by Jurisdiction |             |             |             |             |
|-------------------------------|-------------|-------------|-------------|-------------|
|                               | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> |
| Bountiful                     | 239         | 244         | 233         | 61          |
| Centerville                   | 135         | 147         | 114         | 32          |
| Clearfield                    | 60          | 70          | 51          | 27          |
| Clinton                       | 17          | 44          | 14          | 11          |
| Farmington                    | 270         | 318         | 358         | 105         |
| Fruit Heights                 | 46          | 55          | 61          | 18          |
| Hooper                        | 3           | 2           | 5           | 0           |
| Kaysville                     | 264         | 274         | 366         | 106         |
| Layton                        | 333         | 326         | 399         | 163         |
| North Salt Lake               | 30          | 44          | 38          | 21          |
| South Weber                   | 47          | 49          | 30          | 7           |
| Sunset                        | 0           | 0           | 1           | 0           |
| Syracuse                      | 24          | 48          | 42          | 25          |
| West Bountiful                | 42          | 69          | 76          | 14          |
| West Point                    | 22          | 46          | 42          | 13          |
| Woods Cross                   | 22          | 21          | 94          | 12          |

# Animal Care

## Coexistence: Suggestions for Residents

As removal is a last resort (see below section State and Local Governing Law), prevention is a key strategy in driving coexistence between humans and raccoons. Individuals must keep in mind that there are a number of ways to reduce the likelihood of negative interactions between humans and wildlife in Davis County.

### Habitat modification

Raccoon problems may be alleviated by making the habitat, or the area around the site, less favorable to raccoons. Because raccoons have fairly large territories, a neighborhood or community-wide effort may be more successful than isolated control measures in urban areas. Removing potential sources of food, water, and shelter is the first step in eliminating the problem. This includes removing pet food and water during the night and keeping the yard cleaned up and woodpiles stacked neatly. Garbage cans should be tied down to a solid structure so they cannot be overturned, and lids should be tight fitting, tied or weighted down to deny access to garbage.

### Exclusion

Excluding raccoons may be the most successful strategy to prevent or eliminate damage to buildings, poultry yards, and gardens.

- Damage to shingles may be prevented by denying access to the roof. The removal of tree limbs overhanging the roof will deny access to roofs.
- Access to chimneys may be denied by covering the chimney opening with a heavy metal screen or with a sheet metal cap.
- Damage in poultry yards can usually be reduced by excluding the raccoons from poultry at night. This may be done by moving the poultry into buildings at night and tightly closing all doors and windows and sealing any openings larger than 3 inches in diameter.
- Woven wire fencing alone may not be sufficient to keep raccoons out of gardens or poultry pens. Raccoons will climb, tear a hole, or burrow under most fencing, particularly if ripe corn or melons are available in the garden. If a fence is already present, the addition of a single wire about 8 inches from the fence and 8 inches above the ground electrified with a charger will provide an effective deterrent.
- When no other fences are present, two electrified wires, one 6 inches and the other 12 inches above the ground, mounted on insulated stakes or poles will accomplish the same result. A single strand 6 to 8 inches above the ground may be sufficient, but two wires will provide added insurance. The fence needs to be activated only at night.

# Animal Care

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## Chemical repellents

There are no chemical repellents registered for controlling or repelling raccoons, although a variety of materials have been tested. Research suggests that mothballs (naphthalene) or PDB crystals (paradichlorobenzene) may be effective at repelling mammals from enclosed spaces, such as chimneys, attics, wall spaces, or crawl spaces. Use of these chemicals may encourage raccoons to leave the area so that other exclusion techniques can be implemented.

## Behavioral approaches

The use of scare tactics or devices, such as propane cannons that make loud booms, pyrotechnics (fireworks), scarecrows, lights, or dogs, are not effective or practical in controlling raccoons, particularly in urban areas. Raccoons usually figure out that scare tactics pose no physical threat, and usually ignore them.

## Population measures

If all other means of control methods have been tried and are not effective, the problem animals may need to be removed from the area. There are no poisons or fumigants currently registered for raccoon control.

Trapping can be effective at removing the problem animals. Raccoons are relatively easy to catch in traps, but it takes a sturdy trap to hold one. For urban areas and for homeowners with pets, a live or cage-type trap is usually the preferable alternative. Traps should be at least 12 inches wide by 12 inches high by 36 inches long and constructed with heavy materials. The trap may be baited with sardines, fish, meat, or fruit. Baiting with peanut butter on bread or fruit, vanilla extract on bread, or just fruit in an urban area should decrease the likelihood of catching a cat. The trap should be placed on a sheet of plywood or other hard surface, because raccoons will dig up all the grass or anything in reach after being trapped. Place the trap so that the back is against a tree, wall or other solid object. Lastly, the trap may have to be covered with burlap or a tight wire mesh to prevent animals from reaching through and stealing the bait.

Many homeowners prefer to release raccoons unharmed in a distant location, "where the animal can find a good home." However, this is against the law (see State and local governing laws section below), and studies have shown that relocated raccoons tend to create problems in a new area. There is growing opposition to relocating raccoons and other wildlife because of the possibility of disease spreading from one population (urban) to another (rural). In addition, research indicates that a relocated raccoon may be forced out of the new area by the other raccoons already present. Because raccoons that are trapped and relocated may not have a good chance of survival, it is better to dispatch them. Local pest control companies should be called to aid in the dispatch and disposal of raccoons.

# Animal Care

## ACDC's Assessment and Management Methods

ACDC recommends that individual residents implement the above suggestions to prevent wildlife related issues. However, in communities experiencing more severe raccoon related problems, collective efforts may be necessary. ACDC can only provide services when raccoons have come in contact with a domestic animal. For raccoons in attics and garages, residents will need to contact outside pest control agencies (see a list of wildlife rehabilitators and nuisance control in the resources section).

### Maintaining Public Parks and Recreation Spaces

Parks and recreational spaces may serve as denning sites and sources of refuge for local wildlife. Maintaining these areas is, thus, beneficial as it means there are existing wildlife habitats outside the private property of individuals. Animals, however, must be encouraged to situate in the parts of greenspace and public areas not utilized as much by people. In the spaces where the presence of wildlife is undesirable, it is necessary to ensure that woodpiles and potential den sites are cleared and that spaces alongside trails are regularly mowed.

### Public Outreach

A key element of successful wildlife management is a focus on education and public awareness. Residents must become aware of their role in shaping the behavior of urban wildlife. In areas experiencing high rates of raccoon complaints, the cities are encouraged to implement public outreach initiatives. This may take the form of providing local community centers with tip-sheets and handouts as well as holding community educational programs open to all members of the public. Seeing as though access to food drives the majority of raccoon related problems, posting signage in public parks dissuading people from intentional or unintentional feeding will help residents understand their role in preventing wildlife issues and encourage individuals to properly dispose of food and trash. In the resources section below, there is an example of a tip-sheet with information about raccoon behavior that may be used as educational material for public outreach. In extreme cases, the city may consider implementing a ban on the feeding of wildlife.

# Animal Care

## State and Local Governing Law Pertaining to Raccoons

### Season Dates and Bag Limits

*Utah Admin. Rule R657-11-25*

The Department of Agriculture regulates raccoons, and you do not need a furbearer license to harvest them.

### Trap Registration License

*Utah Admin. Rule R657-11-8*

You must possess a valid trap registration license when trapping furbearers, coyotes or Raccoons. The only exception is for those who are trapping coyotes or raccoons within 600 feet of a building or structure occupied or used by humans or livestock. You can obtain a trap registration license by calling or visiting a Division of Wildlife office. There is a one-time \$10 license fee for a new trap registration license.

### Trapping devices

*Utah Code § 23-13-4 & Utah Admin. Rule R657-11-9*

Any foothold trap used to take a furbearer, coyote or raccoon must have spacers on the jaws that leave an opening of at least 3/16 of an inch when the jaws are closed. The only exceptions to this requirement are the following types of traps:

- Rubber-padded jaw traps
- Traps with jaw spreads less than 4.25 inches
- Traps that are completely submerged under water when set

Any cable device (i.e., snare) used to take a furbearer, coyote or raccoon—except those set in water or with a loop size less than 3 inches in diameter—must be equipped with a breakaway lock mechanism that will release when any force greater than 300 pounds is applied to the loop. Breakaway cable devices must be fastened to an immovable object solidly secured to the ground. The use of drags is prohibited.

### **Checking traps**

Any live animal found in a trapping device must be euthanized and removed from the device by the trapper within the 48-hour trapcheck period or released immediately by the trapper unharmed.

### Holding a raccoon or coyote in captivity prohibited--Penalty

*Utah Code §4-23-111 & Utah Admin. Rule 58-14-3*

No individual may hold in captivity a raccoon or import, distribute, relocate raccoons. Nuisance raccoons may not be relocated following capture, but may be captured and euthanized or otherwise destroyed on location where capture is unfeasible.

### Areas where you cannot discharge a firearm

# Animal Care

## *Utah Code § 76-10-508*

You may not discharge a dangerous weapon or firearm under any of the following circumstances:

- From a vehicle
- From, upon or across any highway
- At power lines or signs
- At railroad equipment or facilities, including any sign or signal
- Within Utah state park camp or picnic sites, overlooks, golf courses, boat ramps or developed beaches
- Without written permission from the owner or property manager, within 600 feet of: A house, dwelling or any other building
- Any structure in which a domestic animal is kept or fed, including a barn, poultry yard, corral, feeding pen or stockyard

## Resources

- Utah State University “Wildlife Damage Management Series - Raccoons”  
[https://www.wildawareutah.org/wp-content/uploads/2014/05/NR\\_WD\\_002raccoons.pdf](https://www.wildawareutah.org/wp-content/uploads/2014/05/NR_WD_002raccoons.pdf)
- Wild Aware Utah  
<https://www.wildawareutah.org/wildlife/raccoons/>
- Wildlife Rehabilitators and Nuisance Control  
<https://wildlife.utah.gov/discover/utah-wildlife/107-discover/610-wildlife-rehabilitators-and-nuisance-control.html>
- Raccoon prevention informational handout  
<https://www.wildawareutah.org/wp-content/uploads/2015/12/raccoon2015.pdf>
- Utah Division of Wildlife “Furbearer Guidebook”  
[https://wildlife.utah.gov/guidebooks/2021-22\\_furbearer.pdf](https://wildlife.utah.gov/guidebooks/2021-22_furbearer.pdf)

# WEST BOUNTIFUL CITY

## RESOLUTION #512-22

### A RESOLUTION AUTHORIZING THE EXECUTION OF BASEBALL FACILITIES USE AGREEMENT

**WHEREAS**, annually, outside organizations desire to utilize the playing fields and related facilities at the West Bountiful City Park (the “Park”) for the purpose of operating a youth baseball league during the summer baseball season; and

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

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful City that the Mayor is authorized to execute the agreement included as Attachment A each year as necessary.

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

Passed and approved by the City Council of West Bountiful City this 15<sup>th</sup> day of February 2022.

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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:

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Cathy Brightwell, Recorder

## FACILITIES USE AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 2022, by and between West Bountiful City, a municipal corporation (the "**City**"), and \_\_\_\_\_, (the "**League**").

### WITNESSETH:

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

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

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

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

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

1. Term. The term of this Agreement shall run from the date of execution until July 1, 202\_, unless sooner terminated as provided herein.
2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit the League a non-exclusive use of the following facilities (collectively, the "**Facilities**") on the dates and at times described below, as modified from time to time by written consent of the parties:
  - a. Facilities:
    - i. 3 Ball Diamonds on the north side of the Park;
    - ii. The concessions "Snack Shack";
    - iii. The concessions restrooms; and
    - iv. Storage containers as described in Section 6.
  - b. Dates: March 1, 202\_ to July 1, 202\_
  - c. Weekday Times: 2:00 pm to 9:30 pm
  - d. Saturday and Tourney Times: 8:00 am to 9:30 pm

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

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

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

10. Health and Safety Measures. The League will abide by and enforce all health or safety measures required by the City or applicable health departments with respect to participation in practices, scrimmages or games, as players, coaches, or observers; and the use and sanitation of Facilities (including any pandemic-related restrictions). The League acknowledges the City's right to cancel, reschedule, or modify any event based on health or safety regulations.
11. Clean-Up. The League and the League's supervisors shall assure that the playing fields and related Facilities are used in a safe, prudent, and responsible manner and only for their usual and intended purposes.
  - a. The League's supervisors shall be responsible for cleanup after each use and shall leave the Facilities and Park property in a clean and orderly condition after each use.
12. Damage. The League shall be liable for any damage other than ordinary wear and tear resulting to the City's property, including the Facilities, caused either by the League or the persons the League is responsible for supervising, which include players, coaches, and others participating in or watching practices or games.
  - a. The City shall, at its sole discretion, repair or cause to repair such damage and invoice the League for the costs of repairs. This includes graffiti removal on the League's storage containers in the event that the Leagues does not remove the graffiti within 48 hours of it being reported. Such costs shall include parts and materials, standard labor rates, and equipment rentals as needed, and may be paid from the deposit left with the City.
13. Sponsorship. The League shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and other Facilities are to be used by the League.

14. Improvements and Signage. No improvements or signage shall be constructed or installed by the League on the City's property without the prior consent of the City. No changes in any existing improvements or new improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations.
15. Insurance and Indemnification.
- a. Insurance. The League shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the League's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City, its officials, officers, employees, and representatives as additional insureds. The League shall obtain and maintain any casualty or other insurance deemed desirable by the League to protect the League's equipment and property. The League will provide the City a certificate evidencing the insurance coverage required under this Agreement.
  - b. Indemnification. To the fullest extent permitted by law, the League expressly agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of the League's use of the Facilities; any cancellation, rescheduling or modification of an event based on health regulations (including pandemic-related restrictions); and any negligence or other fault of the League and its officers, supervisors, agents, and representatives in the performance of any of the League's obligations under this Agreement. The City hereby agrees to indemnify, defend and hold harmless the League, its officers, supervisors and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney fees, arising out of any negligence or other fault of the City, its officers, employees, agents and representatives in performing any of the City's obligations under this Agreement. Notwithstanding the foregoing, the City's indemnity obligations under this Agreement will not apply to any action taken in good faith pursuant to health or safety regulations (including pandemic-related restrictions).

16. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing the use of the Park, the playing fields and other Facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the League as permitted herein. The League shall not unreasonably interfere with other uses that are authorized or scheduled by the City and, in particular, those outside of the season schedule the League provides to the City under this Agreement.
17. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the League's use of the Facilities for a violation of the terms of this Agreement by the League or its agents, supervisors or representatives.
18. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The League shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.
19. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

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

THE CITY:

THE LEAGUE:

By \_\_\_\_\_  
Kenneth Romney, Mayor

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

# MEMORANDUM



**TO:** Mayor and City Council

**DATE:** February 11, 2021

**FROM:** Duane Huffman

**RE:** **Expenditure Approvals**

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The city's procurement code requires that certain expenditures of \$10,000 or more first be approved by the city council. Approval is requested for the following:

1. Accounting Services – \$12,000

Previous reports from financial auditors have strongly recommended that the city add professional capacity for accounting purposes. Staff believes that the firm involved with the FY 22 audit is very qualified and now has a unique understanding of the city's finances that will assist greatly with these services. See the attached proposal. This will require that the city solicit for new auditors.

2. Transportation Capital Facilities Plan and Impact Fee Facilities Plan Updates – \$19,500

The last update to these plans was in 2008, and it is imperative that they be updated. The attached proposal is from a firm recommended for their expertise specifically with Transportation Impact Fee Facilities Plans, which if done correctly will make an Impact Fee Assessment (by a financial consultant) much better. Note that staff is currently working on similar proposals for water and stormwater plans.

# Ulrich & Associates, PC

Certified Public Accountants

January 10, 2022

To West Bountiful City's Council and Members of Management  
West Bountiful City  
550 North 800 West  
West Bountiful, UT 84087

Thank you for the opportunity to submit our proposal for consulting services for West Bountiful City for 2022. Based on the information provided during prior discussions, we propose the following for your consideration:

Annual consulting (audit assistance for June 30, 2022):

- Work with the independent auditor to provide summary schedules related to audit information such as: detailed accounts receivable, detailed accounts payable, depreciation schedules, and amortization schedules, etc.
- ~~Compile annual financial report including management discussion and analysis tables and graphs, basic financial statements, notes to the financial statements, required supplementary information, and supplementary information.~~
- Assist with questions during the audit as well as developing solutions to recommendations from the independent auditor.
- Assist management with the evaluation of proposed adjusting journal entries received from the independent auditor.

Using our experience with the 2021 audit as an indicator, our fee for the items listed above will be ~~\$18,000.~~ \$12,000.00

Special projects outside the scope of the year-end work would be billed at our standard rates between \$150 - \$250 per hour.

Below is a brief history and information about Ulrich & Associates, PC.

Ulrich & Associates, PC is a local firm started in 1994 and located in Ogden, Utah. The firm employs 3 CPA's, 4 staff accountants, 5 paraprofessionals and 3 professional support staff. The CPA's have accounting experience ranging from 3 yrs. to 25 yrs. We look forward as a firm to serving the needs of the city.

Ulrich & Associates, PC has specialized in performing attest and other services for government and non-profit organizations for more than 25 years. Our staff training and educational

requirements for each member of the firm focuses on governmental accounting, non-profit accounting, and auditing issues. Because of this specialization, we are better able to enhance the experience for your employees, providing training, education, and insights into accounting principles and improve the City's operations.

If you have further questions or I can help in any way, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Ca", with a long horizontal flourish extending to the right.

Heather Christopherson, CPA  
Owner/Shareholder

Acknowledge and agreed:

---

Printed Name

---

Signature

---

Title of signer

---

Date

**To:** Duane Huffman  
West Bountiful City Administrator

**From:** Kevin Croshaw, P.E.  
Horrocks Engineers

**Date:** January 20, 2022

**PN 22.16**

**Subject: West Bountiful CFP Update and IFFP**

Thank you for inviting Horrocks Engineers to submit a proposal to perform engineering services for the subject project. This scope includes updating the current CFP document and providing an IFFP to send to Zion's Public Finance to complete the Impact Fees. The following provides the scope of work and fee associated with this project:

#### **Scope of Work**

##### **Data Collection/Preparation - \$3,000**

The current CFP is dated in 2008 and to ensure proper traffic projections new data will be collected. The following will be completed as part of the project:

- Collect all existing data from UDOT/WFRC and other counts we have completed within the last three (3) years
- Collect daily count data where needed (up to six (6) locations)
- We will use the WFRC Travel Demand Model (TDM) that was used for the I-15 Davis Environmental Project where the City provided input on the socioeconomic data.

##### **Assumptions**

- No additional TAZ splits within the TDM beyond what was completed prior

##### **Existing Conditions – \$3,500**

Once the TDM is adjusted, we will establish an existing baseline. This baseline gives us an understanding of existing transportation needs compared to future needs. This will include the following:

- Existing Level of Service (LOS) will be estimated on a daily (24-hour) basis using the Highway Capacity Manual (HCM) methodology.
- Provide mapping including Count Location, Existing Functional Classification and Existing Level of Service (LOS).

##### **Future Conditions - \$2,500**

With the existing conditions completed, we will use the adjusted TDM to provide future traffic volumes. This includes the following:

- 10-year and 2050 traffic projections, including No-Build and Build scenarios
- Provide mapping including Functional Classification and LOS for each time horizon



**Capital Facilities Plan - \$5,000**

We will use the future traffic projects to determine required projects to meet the demands of future growth. This will include the following:

- Review existing projects on the current CFP to determine completed projects and project priorities
- Determine new projects in coordination with City staff and provide project priority
- Create project cost estimates based on current construction costs
- Provide mapping including project locations

**Impact Fee Facilities Plan – \$4,500**

We will use the projects required within the next 10-years to provide an Impact Fee Facilities Plan (IFFP) per the Utah State Code. This includes the following:

- Appropriate and defensible LOS criteria for roadway sections and intersections
- An existing and future LOS for all major roadways and critical intersections within the City
- Identify pass-through trips in the City to enable proper proportion of impact fees
- Additional funding opportunities in addition to impact Fees

**Project Meetings - \$1,000**

Horrocks will plan to attend three (3) project meetings (in-person or virtual):

- Project Kickoff
- Existing Conditions and No-Build Scenarios
- CFP Project Coordination

Any additional meetings, if needed, will be attended at the City's request per our current hourly rate schedule.

The time and materials cost to complete the work described is not to exceed **\$19,500.00** including all direct costs such as travel, phone, fax, computer, etc. Additional work due to site plan changes and/or additional project meetings will be performed/attended only at your request per our hourly rate schedule.

If you have any questions, please feel free to contact Horrocks.

Sincerely,

Kevin Croshaw, PE

**Authorization to Proceed**

Approved by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

Date: \_\_\_\_\_

**PENDING – NOT YET APPROVED**

Minutes of the West Bountiful City Council meeting held on Tuesday, February 1, 2022, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

**MEMBERS:** Mayor Pro Tem Mark Preece, Council members, James Ahlstrom, James Bruhn, Kelly Enquist, and Rod Wood

**EXCUSED:** Mayor Ken Romney

**STAFF:** Duane Huffman (City Administrator), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), Chief Erikson, Cathy Brightwell (City Recorder). Dallas Green (Golf Director) and Josh Virostko (Golf Superintendent) via zoom.

**PUBLIC:** Alan Malan, Richmond Thornley

Mark Preece called the regular meeting to order at 7:30 pm and offered a prayer and James Ahlstrom led the Pledge of Allegiance.

**1. Approve the Agenda.**

**MOTION:** *James Bruhn made a Motion to approve the agenda as posted. Kelly Enquist seconded the Motion which PASSED by unanimous vote of all members present.*

**2. Public Comment – Two Minutes Per Person, or Five Minutes if Speaking on Behalf of a Group.**

Richmond Thornley encouraged council members to carefully consider internet options at a future meeting. Competition will benefit the community. He noted that there is no perfect option but having fiber available would be good.

**3. Public Hearing on Proposed First Amendments to FY 2021-2022 Budget.**

Duane Huffman summarized the highlights of the proposed first amendments to the FY 2022 budget.

- Projected growth in sales/use tax and highway/transportation tax.
- ARPA - \$344,400 (federal stimulus bill). This is half the money we will receive and is listed only in revenues until we learn more about how it can be used. We will have a couple years to spend it and expect to be able to use it on the public works facility.
- Increase in park reservation fee revenues.
- Use of fund surplus increases from \$87,800 to \$90,200
- Conference and seminar expenses increase from expenses rolling over from FY 21 budget.
- Accounting service expense estimated at \$16,000.
- Miscellaneous inflationary costs for phone, computer services, fuel, youth council, insurance, etc.

- Police pay scale change estimated at \$90,000 through year-end.
- FY 21 transfer for police vehicles that rolled into the new year.
- Public works pay scale increases are spread across appropriate budgets.
- Electric speed signs.
- Porter Lane expenses transferred from FY 21 budget.
- Projected \$53,000 increase in RAP tax revenue.
- Includes new debt service for public works facility, replacing previously budgeted transfer to capital projects fund.
- Reflects \$6M revenue bond in Capital Project Fund for new public works facility.
- Close out 800 West road project expenses.
- Golf Fund – added new full time position (expected for one-third of this year). Projected growth in revenues \$985,600 to \$1,222,900, with revenues over expenditures changing from (\$74,300) to \$139,400.

**MOTION:** *James Ahlstrom made a Motion to open the Public Hearing. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.*

Public Comment:

Alan Malan asked about ARPA funds and if they were factored into the budget. Duane Huffman responded that the money is showing as revenue and is expected to be allocated in a future budget amendment once we better understand how the money can be used.

**MOTION:** *James Ahlstrom made a motion to close the public hearing. Kelly Enquist seconded the motion which PASSED by unanimous vote of all members present.*

**4. Resolution 510-22, A Resolution Adopting Proposed Budget Amendments for FY 2021-2022.**

**MOTION:** *James Ahlstrom Made a Motion to Adopt the Proposed Amendments to the FY-22 Budget as Presented. Rod Wood Seconded the Motion which PASSED as reflected below.*

James Ahlstrom – aye  
Kelly Enquist – aye  
Rod Wood - aye

James Bruhn – aye  
Mark Preece – aye

**5. Resolution 511-22, A Resolution Granting a Right of Way Easement to Rocky Mountain Power at 1410 W 1200 North (Public Works Facility).**

To be able to provide the electrical power necessary, Rocky Mountain Power has requested a 172 foot right of way easement along the front west side of the property housing the public works facility.

**MOTION:** *James Bruhn Made a Motion to Grant the Right of Way Easement Requested by Rocky Mountain Power at 1410 W 1200 North and*

*Authorized Mayor Pro Tem to sign the Agreement. Kelly Enquist Seconded the Motion which PASSED as reflected below.*

James Ahlstrom – aye

James Bruhn – aye

Kelly Enquist – aye

Mark Preece – aye

Rod Wood - aye

**6. Meeting Minutes from January 4, 2022.**

**MOTION:** *James Bruhn made a Motion to Approve the Meeting Minutes from January 4, 2022, as Presented. Rod Wood Seconded the Motion which PASSED by Unanimous Vote of all Members Present.*

**7. Staff Reports**

**Police –**

- Parker Bjorndal has completed his first year as a full-time officer with West Bountiful after serving four years as a reserve officer.
- The vacant officer position is still open. Incoming applications have slowed down so will try to drum up more.
- Electronic speed limit signs have been installed by public works but need to be set up to capture data so we can generate reports.
- Officers were very appreciative of city council's support regarding their recent salary increase. It was a very big deal to them. Mark Preece mentioned that he has talked with numerous members of the public and they all strongly supported the increase.

**Public Works – Steve Maughan**

- Steve also thanked Council for their support for the recent pay increase for public works. He said his crew is very appreciative as well.
- Drew Howard was recently hired to fill the open position and is fitting in well. He works hard and is eager to learn.
- Buttoning up odds and ends as we get ready to turn on the 400 North well. Testing companies will be out on Thursday to make sure everything is working well. The long term plan is to pump about 5 hours each night taking advantage of off-peak hours. Water from the well will pump directly into our system.
- Working on 600 West planning with Kris. The project will go to bid on the 25<sup>th</sup>, hoping to award in early March.

**Engineering – Kris Nilsen**

- Big push right now is completing the plans for 600 West.
- Public works facility will need a conditional use permit from planning commission and deferral for public improvements from city council.
- Working with Rocky Mountain Power on moving the power poles on 1000 North.

**Community Development – Cathy Brightwell**

- No report.

**Administration – Duane Huffman**

- Bev Haslam has decided to retire again after 40+ years with the city. We will schedule a lunch to thank her for her service.
- Monitoring legislation on daily calls with ULCT.
  - There is discussion at the state level to create a requirement around transit station plans to deal with housing and other state priorities. Even though we do not have a FrontRunner transit station in our city, the plans may include land within a radius of a half mile from such stations that will require cities to implement the plans. They are also working on bus transit plans that would be tied to transit stations. It is not clear yet what will come out of these discussions, but we will continue to watch what develops.
  - SB-34 was a bill from several years ago dealing with moderate income housing. We expect a follow-up bill to apply more pressure on cities to implement the goals they provided in earlier reports.

**8. Mayor / Council Reports**

Kelly Enquist – reported that the receptacles attached to the dog waste-bag stations at the park are gone so people are leaving bags on the ground. There was also discussion about the lights being left on at the pickle ball courts. Steve Maughan said the lights work off a switch and automatically go off at 10 pm but if the switch is left on, the lights will come back on automatically in the morning, and we are looking into a timer similar to the one at the volleyball courts.

James Bruhn – Arts Council will hold its monthly concert on February 11 featuring the Leger family. Covid has been devastating at Wasatch Integrated with over 30 employees out forcing them to shut down for a time.

James Ahlstrom – Youth council will begin preparing for the Easter egg scramble in April. He also noted that UTA services are free in the month of February and encouraged everyone to participate as a way to help with air quality.

Mark Preece – Construction at the south plant continues for South Davis Sewer District. Once complete they will begin construction at the north plant. He asked Steve about streetlights that remain off in his neighborhood. Steve said he has reported them multiple times, but he continues to get reports that repairs are backed up due to supply chain issues.

Rod Wood – no report

**9. Closed Session Pursuant to UCA § 52-4-205.**

No Closed Session

**10. Adjourn.**

**MOTION:** *James Ahlstrom Moved to Adjourn the Meeting. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

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*The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, February 15, 2022.*

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Cathy Brightwell, City Recorder