

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

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

City Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, MARCH 21, 2023, AT THE CITY OFFICES

Invocation/Thought – By Mark Preece; Pledge of Allegiance – By James Ahlstrom

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. West Bountiful Police Department Culture and Staffing Survey.
4. Property Disposal for Public Use.
5. 2023 Municipal Election Services Interlocal Agreement – Davis County.
6. Meeting Minutes from March 7, 2023.
7. Staff Reports—Police, Public Works, Engineering, Community Development, Administration.
8. Mayor/Council Reports.
9. Closed Session, if necessary, 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 March 16, 2023, by Cathy Brightwell, City Recorder.

MEMORANDUM



TO: Mayor and City Council

DATE: March 15, 2023

FROM: Brandon Erikson, Chief of Police

RE: **Department Culture and Staffing Survey of the Police Department**

This memo provides the council with an introduction to a recently conducted evaluation of the police department's cultural health, officer wellness, leadership analysis, and staffing needs. The results of this evaluation will be presented to the council at the March 21st meeting.

Background

In November 2022, Chief Erikson commissioned a Climate Survey on the police department. The survey covered topics such as job satisfaction, culture and diversity within the department, community engagement, officer wellness, and a staffing analysis.

The survey was conducted by Dr. David Rozek from the University of Central Florida. Dr. Rozek is a clinical psychologist, and the Director of the National Center of Excellence for First Responder Behavioral Health at UCF RESTORES. His expertise is in first responder organizational health, organizational change, implementation science, and behavioral health interventions.

The summary results of the survey are attached, and highlights include:

- Strengths in the areas of culture, leadership, and an openness to the ideas of department members.
- Room for improvement in the areas of mental health, recognition, and community engagement.
- The need for additional staffing and for department leadership to seek more frequent feedback from officers.

Because staffing was outlined as a critical need, the study also reviewed the "out of service" time of officers. This is the time when officers are on a call or completing necessary reports, and are thus not available for proactive policing activities (patrols, community engagement, etc.) Studies have found a correlation between high out of service time with burnout and poor mental health among officers. Additionally, out of service time is used as a measure to assess additional staffing needs. Also included with this memo is a chart showing the department's out of service time based on day of the week and shift.

At the March 21st council meeting, Dr. Rozek will participate via the internet to review the methodology and results of the study and answer questions from the council.

Assessment Summary Sheet

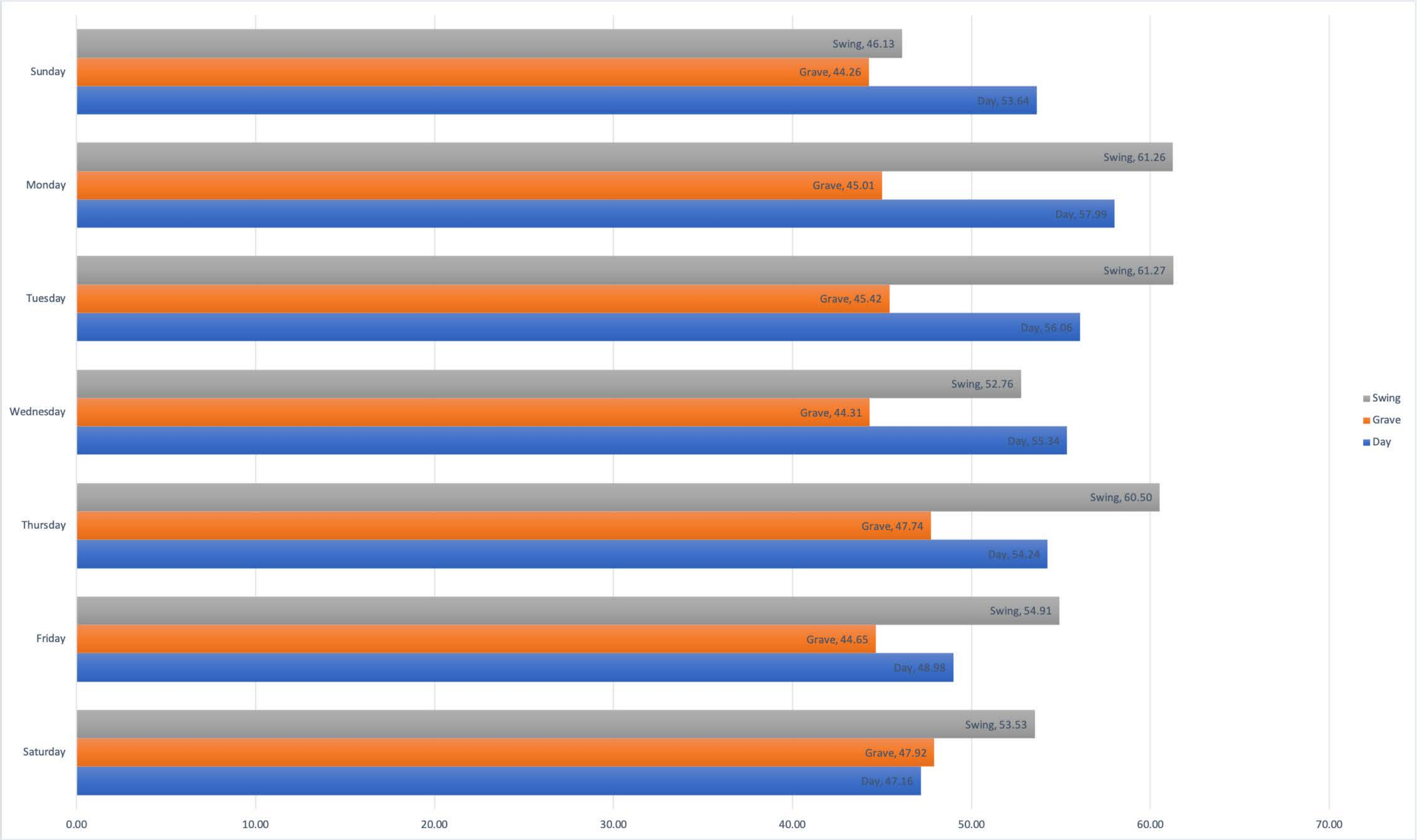
Department Name	West Bountiful Police Department (WBPD)	Assessment Scope	Aimed at understanding culture and morale of department. Identifying areas for future growth.
Assessment	Initial; 12/2022		
Prepared By:	David Rozek, PhD, ABPP		
Summary	Overall WBPD is healthy and is functioning particularly well even with being understaffed for the workload. Both leadership and frontline workers have positive views of the department, community, and each other. The leadership team supports and cultivates a positive culture and team who enjoys the job and supports the overall mission of the department.	Data Collected	Data was collected using an online anonymous survey with nearly 2,000 datapoints. In-person interviews were conducted with each employee for a total of ~18 hours of content. Additionally, Dr. Rozek met with Chief Erikson throughout the process to ensure context was provided to the data within this report.

CORE COMPONENTS

COMPONENT	STATUS	DETAILS
Culture	STRENGTH	Overwhelmingly positive view of the culture. Majority feel there are high levels of trust, sense of belonging, and appreciation of the individuals who work in the department. There is a strong sense of respect among the group, which is mutual among all levels of leaderships and officers. Many attribute this to the leadership team.
Leadership & Department Cohesion	STRENGTH	The leadership team is appreciated as they have developed a positive atmosphere and have created a department that works well together and appreciates each other. There is a strong sense of cohesion and ability to rely on each other both in and out of work, which is critical in law enforcement agencies.
Openness to Ideas	STRENGTH	Well-established reputation of openness to ideas. The majority of individuals feel comfortable expressing their opinions and that their views are valued. Leadership is open to ideas with supporting rationale.
Burnout/Mental Health	AREA FOR IMPROVEMENT	Both burnout and mental health areas were elevated at a warning level. Although many within the department are not currently burned out, several are worried about burnout. Similarly, some initial indicators suggest proactive mental health approaches could improve the overall department health.
Opportunities for Recognition and Growth	AREA FOR IMPROVEMENT	In both the online survey and in-person interviews, employees noted that a more formal and public way to be recognized would be appreciated. Employees would appreciate more opportunities for growth including advanced training, specialty assignments, and mentoring, which are all highly valued.
Community Engagement	AREA FOR IMPROVEMENT	While there is a strong connection with the department to the community and similarly positive perceived connection with the community to the department, responses suggested that other outreach events and experiences could improve these relationships.
Feedback & Flexibility	GROWTH OPPORTUNITY	Leadership within the department is widely respected and trusted. However, those outside of leadership positions highlighted areas where a more consistent approach to leadership would be appreciated (e.g., messaging, directions). More frequent feedback and formal debriefs especially following critical incidents are appreciated and support officer development. At times, this is difficult due to staffing constraints.
Staffing	CRITICAL	Staffing was identified as a major concern. Given the call volume and time spent out of service, the department appears understaffed. Rearranging schedules is unlikely the best solution even if mathematically there is a solution within current staffing levels. Consistent feedback identified the current staffing leaves officers feeling taxed without more consistent shift overlap. This could lead to retention and burnout issues in the future.

Additional Areas for Consideration

Area	STATUS	DETAILS
Work Environment	STRENGTH	Strong agreement regarding satisfaction with work environment.
Equipment and Supplies	STRENGTH	Equipment is newer and often better than most surrounding departments.
Additional Training	AREA FOR IMPROVEMENT	Specialty training and additional technical training to promote growth.
Diversity	AREA FOR IMPROVEMENT	Strong diversity of ideas & opportunity to grow within other areas.
Scheduling	GROWTH OPPORTUNITY	More advanced notice of schedule changes and use of comp time.
Compensation	GROWTH OPPORTUNITY	Recent raise given & appreciated. Some concern keeping up with costs.



MEMORANDUM



TO: Mayor Romney and West Bountiful City Council

DATE: March 7, 2023

FROM: Brandon Erekson, Chief of Police

RE: Property Disposal

With our evidence room storage being limited, we have started the process of disposing of property from evidence in accordance with UCA 24-3-103. Under Utah code, found property for which we are unable to locate an owner and after posting notice of disposal; may be applied to public interest use. The code also requires permission to be given by the legislative body of the agency's jurisdiction before the items may be applied to public interest use.

We have identified several items where no owner could be found, and no one has come to claim the property after notice. A list of the items has been attached to this memo. The items listed will be applied to the West Bountiful Public Works Department, West Bountiful City Engineering, and the West Bountiful Police Department.

Found Property for Public Interest Use Conversion	
Property Item	Intended Use
1 LG Drill Bit set (Phillips, Flat head, socket)	PD-Property and Equipment Maintenance
1 XS Drill Bit set (Phillips, Flat head)	PD-Property and Equipment Maintenance
1 MD Drill bit set (For Drilling holes)	PD-Property and Equipment Maintenance
1 DeWalt Drill	PD-Property and Equipment Maintenance
1 small toolbox with smaller tools	PD-Property and Equipment Maintenance
1 Batteries (AA, D, C, AAA)	PD-Power Equipment Items
2 Cannon Cool Pics Camera	PD- Investigation Use
1 Small self	PD- Property Maintenance and Storage
2 Sets of bolt cutters	Public Works-Property Maintenance
2 Sets of metal stamps	Public Works-Property Maintenance
1 trailer hitch and ball	Public Works-Property Maintenance
1 220 plug extension cord with adapter	Public Works-Property Maintenance
1 Stihl MS 390 Chainsaw	Public Works-Property Maintenance
1 Stihl edger	Public Works-Property Maintenance
1 GPS/level	City engineering
7 boxes of .223 rounds	PD training
1 box of 9mm	PD firearms
2 SD Cards	PD Cameras

MEMORANDUM



TO: Mayor and City Council

DATE: March 16, 2023

FROM: Duane Huffman & Cathy Brightwell

RE: **2023 Municipal Elections**

This memo outlines staff's recommendation to continue to contract with Davis County for election services in 2023. The proposed agreement for these services is on the agenda for consideration at the March 21st council meeting.

Background

West Bountiful City will have three city council seats up for election this year (seats currently held by James Ahlstrom, James Bruhn, and Rod Wood). The candidate filing period is June 1st through June 7th. If more than six candidates file, the city will hold a primary election on August 15th. The general election will be held on November 7th.

Davis County Elections Office

Davis County has the expertise, experience, equipment, and resources needed to carry out an election, and is prepared to offer the following services for a general election and primary election (if needed).

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

- Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - If required, in cooperation with the city, conduct an election audit;
 - Store all election returns for the required twenty-two (22) months; and
 - Provide and support one physical early voting location in Farmington.
- The city will handle candidate filing; ballot information and approval; election plan approval including accuracy of polling location, paper ballot quantities, voting machine quantities and poll worker assignments; review accuracy of printed and audio ballot formats; conduct canvass; and prepare candidate certificates.

For West Bountiful, the estimate for the cost for these services is \$7,771 for each election (e.g., \$7k for the primary and \$7K for the general). This estimate is based on sharing expenses with all cities/districts having an election within the county. For reference, in 2021, the estimate was originally \$7,400 and the city paid \$6,934 for the general election services (no primary was necessary). The main reason for the rise in costs is increases in poll worker pay, training and mileage reimbursement; covering new notice requirements (split among all cities/districts); and an increase for supplies, primarily printing costs for ballots and envelopes.

Staff feels strongly that the expertise offered by Davis County is well worth the cost. This is especially the case with the ever-increasing emphasis on election security and the growing laws and requirements regarding election administration.

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as “County,” and _____ City, a municipal corporation of the state of Utah, hereinafter referred to as “City.” County and City may be referred to collectively as the “Parties” herein or individually as a “Party” herein.

WITNESSETH:

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

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2023 upon the following terms and conditions; and

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

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County’s Obligations. County agrees to provide to City, if needed for the primary election in August 2023, and if needed for the general election in November 2023, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City's Obligations. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities outlined by applicable law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Review and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by applicable law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Utah Law. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State of Utah.
4. Compensation. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A." The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. Effective Date. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. This Agreement shall continue in effect until 30 days after the 2023 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. Termination. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party upon written notice after any material breach of this Agreement;
 - 7.3. By either Party, without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Indemnification. Each Party agrees to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of the indemnifying Party and/or the Party's representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Party (collectively, the "Party Representatives") are known. No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.
9. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.
10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Attorney Review. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Independent Parties. Each Party acknowledges, understands, and agrees that its Party Representatives are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is writing and signed by the Party granting the waiver.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
16. Assignment Restricted. This Agreement may not be assigned without prior written consent of both of the Parties.
17. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.
18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
19. Rights and Remedies Cumulative. 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.
20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or third party shall have any rights under this Agreement.
21. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
22. Time of Essence. Time is of the essence of all provisions of this Agreement.

23. Conflict of Terms. In the event of any conflict between the terms of this Agreement and any documents referenced in this Agreement or incorporated into this Agreement by reference, including exhibits or attachments to this Agreement, this Agreement shall control.
24. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement. Digital signatures shall have the same force and effect as original signatures.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Lorene Miner Kamalu, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Neal Geddes
Davis County Deputy Attorney

CITY of _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

Print Name: _____

Title: _____

The undersigned and authorized attorney of _____ City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: _____

Title: _____

EXHIBIT A

(Election Costs Schedule)

Exhibit A - Election Cost Schedule 2023

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$180.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$180.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$155.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$155.00	
Training Course(s)	\$35.00	
Host	\$145.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$335.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$10.00	
Training Creation and Preparation (Includes equipment and preparation)	\$1,000.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$0.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$80.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$40.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Election Notices (optional - at actual cost)	\$0.00	Shared equally by all cities/districts
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$2,000.00	Shared equally by all cities/districts
Election Night Security	\$200.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation Per City/District	\$75.00	
Equipment Delivery (per location)	\$75.00	
Equipment Pickup (per location)	\$75.00	
Web Support	\$200.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.11	
By-Mail Inner Return Envelopes	\$0.11	
By-Mail Ballots	\$0.32	
Test Deck Paper Ballots (actual cost may vary)	\$1,000.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$16.53	Shared equally by all cities/districts

Services

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

Postage

Postage Outbound	\$0.12	Actual Postage
In-Bound - includes postage and drop box pickup	\$0.68	
Returned Undeliverable - includes postage and processing	\$0.75	

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, March 7, 2023, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom (on the phone), James Bruhn, Kelly Enquist, Mark Preece, and Rod Wood.

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Chief Brandon Erekson, Kris Nilsen (City Engineer), Steve Maughan (Public Works Director), and Cathy Brightwell (City Recorder).

PUBLIC: Alan Malan, Deby Marshall, Diana Dransfield, Richmond Thornley, Brian Rogers, Richard & Terry Johnson, Whitney Brady, Wes & Melissa Morely, Mark DePriest, Jenn Nielsen

Mayor Romney called the regular meeting to order at 7:30 pm. Rod Wood provided a thought, and Mark Preece led the Pledge of Allegiance.

1. Approve the Agenda.

MOTION: *Rod Wood made a Motion to approve the agenda as posted. James Bruhn seconded the Motion which PASSED unanimously.*

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

Brian Rogers, resident, commented that he is interested in the idea of rank choice voting (RCV) and encouraged the council to look into this new method of voting. Duane Huffman responded that we would first need to look into what state law currently allows and how it would work with Davis County. He said the state has been running a RCV trial with several cities and noted that we contract with Davis County to manage our elections and at this time they do not support rank choice voting. If the city decided to change to this new way of handling elections, we would likely need to manage the election on our own and incur all the expenses that go with running an election.

3. Public Hearing – Plat Amendment and Changes to Public Utility and Drainage Easement for Birnam Woods 2A Subdivision.

Kris Nilsen summarized the request for a plat amendment and changes to public utility and drainage easements for Birnam Woods 2A subdivision. The easement running along the old rear property line for the three properties is being vacated for lot 206 and for lots 207 and 208 we are recommending reducing the easement from 10 ft to 7 ft. as there is a piped storm drain through those two lots. Kris also noted that no new lots are being formed as a result of the plat amendment and all three lots meet zoning requirements for the R-1-10 zone.

In response to a question from Council member Ahlstrom, Kris said the land being added to each of the lots was previously owned by the Johnson's, who also own lot 207.

MOTION: *Kelly Enquist Made a Motion to Open the Public Hearing. James Bruhn Seconded the Motion which PASSED Unanimously.*

No public comments were offered.

MOTION: *Mark Preece Made a Motion to Close the Public Hearing. Rod Wood Seconded the Motion which PASSED Unanimously.*

4. Ordinance 468-23 Authorizing a Plat Amendment and Changes to Public Utility and Drainage Easements for Birnam Woods 2A Subdivision.

Kris Nilsen recommended approval of the plat amendment for Birnam Woods 2A subdivision with the notation that the applicants need to provide the remaining information requested by the city engineer, review by city attorney, and proper recording of the subdivision plat with the county recorder.

MOTION: *James Ahlstrom Made a Motion to Approve Ordinance 468-23 contingent on applicants providing outstanding information requested by city engineer, review by city attorney, and successful recording of plat for Birnam Woods 2A Subdivision. James Bruhn Seconded the Motion which PASSED as Reflected Below.*

James Ahlstrom – aye

James Bruhn – aye

Kelly Enquist – aye

Mark Preece – aye

Rod Wood – aye

5. Expenditure Approval for Public Works Service Truck.

Duane Huffman summarized the expenditure request for a new public works service truck. The FY 22 and FY 23 budgets both included funding for the purchase of two public works service trucks; however, due to lack of availability, no trucks were purchased in FY 22. After last month's city council approval of two trucks in the FY 23 budget, we found out there was another truck available. Adding this new truck, which will be used by Steve Maughan, puts us back on track with truck rotations. He noted that it will require a budget amendment because the expense was not included in the current year budget.

MOTION: *James Bruhn Made a Motion to Approve the Expenditure of \$51,164 for a 2023 GMC Sierra 2500 Public Works Service Truck. Kelly Enquist Seconded the Motion which PASSED Unanimously.*

6. Budget Discussion – FY 2023 - 2024.

Duane Huffman presented a first look of the FY 2023-2024 Budget.

FY 23 – Update

- Miscellaneous amendments, including public works trucks, will be coming but nothing that will change the outlook of next year's budget.
- Sales tax growth is slowing; currently 1.4% below budget.

Budgeted Items Complete or In-progress:

- 600 W and trail connection; public works facility; water line project; golf maintenance position (recently hired someone and he will start soon); carpet for city hall and club house; golf mowers; public works vehicles; and impact fee/water rates study that will be complete before July 1.

Budget Items Still Pending:

- New community development position expected this year.
- Parks – Charnell, lighting, playground, surfacing, parking lot; sidewalks/trees.
- Police – vehicle, dispatch/records system.
- Golf – cart paths, parking lot but will probably need to be spread out over multiple years. Revenues are down due to weather so not sure what to expect.

FY 2024 Budget-

General Fund

- Projected - \$1.8M beginning balance; Unassigned - \$1.6M
- Revenues - \$5.5 M with sales tax growth of 3% (conservative estimate)
- Expenses – Baseline \$5.5M, stripping out one-time expenses, etc. This category could easily swing \$100k.
- Biggest Questions: sales tax growth, personnel, equipment?

Available Capital Project Funds:

- Roads (combined) \$1-1.3M.
- Water \$3M.
- Parks \$1.1M available for Capital, includes RAP.
- Capital Projects \$1.6M – can hold in reserve, use for road funds, or pay down facilities bond.

Coming Attractions:

- General Fund
 - Personnel – inflationary pressures, new police patrol position.
 - Equipment – stay current on vehicles, especially police.
 - Street Maintenance – slurry seals versus road rebuilds, etc.
- Capital
 - Road/water line projects – 660 West, 700 North, East Porter Ln, 1100 W grants match.
- Golf
 - Continued cart path and tee work.
 - Club house-outdoor seating improvements and associated inside costs.
- Other Items to Review
 - Trail connection at 975 West and golf course.
 - New trailhead at 900 West and 600 North.
 - 1100 West canal pedestrian crossing.
 - Holiday light at city park.
- Anything else Councilmembers want?
 - Porter Lane west of 800 West. (Mark Preece)
 - New city park on the west side. (Rod Wood) Duane commented that we will likely get serious about it when west side development gets moving.

- Additional electronic speed signs. (James Ahlstrom) Could add one on 400 N between 800 W and 1100 W. Discussion about the need to set a policy on how they will be located – should focus on main thoroughfares first.
- Any new/additional public works equipment needed for the new facility? (Mark Preece)
- July 4th budget as proposed by parade committee. (Rod Wood)

Duane thanked council for their comments and will begin working on a budget proposal for a future meeting.

7. Meeting Minutes from February 21, 2023.

MOTION: James Bruhn Made a Motion to Adopt the Meeting Minutes from February 21, 2023, as corrected. Mark Preece Seconded the Motion which PASSED Unanimously.

8. Staff Reports

Police – Chief Erikson

- The roll-out of the new Spillman system is starting on north end of Davis County and will move south so we expect to have it in mid-summer.
- Davis Behavioral Health is running a pilot program with 4 police agencies, including West Bountiful, that provides a mental health therapist on-site weekly. They are looking at some grant money to expand the program.

Public Works – Steve Maughan

- There is a new requirement of the EPA for a lead and copper service line inventory of all water meters (including from the meter to the house) to be completed by October 2024. This is a big project, and we will talk with some companies to determine what kind of help may be needed to comply, including GIS work.
- We are paying close attention to potential snow run-off in storm drains that may cause flooding. The county believes their channels are built for 100-year storms and should be able to handle the run-off. They have dredged Mill Creek west of 1100 West so it should be able to handle anything coming down the hill. One of the concerns is debris coming down the channel blocking the flow. The state meteorologist is meeting with Davis County to look at long range forecasts to determine if or when sandbag stations are needed.
- Google fiber is still working and may bring back another crew. Road cuts should be done the end of this month, then we expect two months of restoration – hoping to be completed by the end of May.
- PW facility update – interior finishes are going in; exterior work has been delayed due to weather.
- At last week's state water conference, West Bountiful was awarded 2nd place in the Best Tasting Water contest out of forty-five entries. The city previously won first place in 2015 and 2022.

Engineering – Kris Nilsen

- Working to get bidding documents out for the miscellaneous concrete and tree removal projects.
- The contractor for the water project awarded last month has contacted us to say they want to start as soon as paperwork is finalized.

- The WFRG grant for the 1100 West project has been approved but will be formally voted on at their March 29 meeting.
- Last year's water conservation efforts resulted in 62 acre feet (about 21 million gallons) less than 2021, even with the flushing needed for the new well.

Community Development – Cathy Brightwell, Duane Huffman

- There have been rumors that a west side developer has announced to local realtors they will have half-acre lots for sale in their future subdivision. To be clear, the city has not received proposals for future phases of the Belmont Farms development.

Administration – Duane Huffman

- No legislation concerning zoning was passed this session. A subdivision bill was adopted that limits the administrative review process. The city will work to update the subdivision requirements and approval process.
- ULCT's mid-year conference will be held in St. George on April 20 and 21st. An email will be sent asking council members to respond to Cathy about attendance. Council member Bruhn asked to be registered.
- For the April 4th city council meeting, a work session will be scheduled to tour the new public works facility.
- South Davis Recreation center will be using our baseball fields this year, but they have no plans to use the concession stand. Are there any community organizations that would want to use the facility to raise money?
- An RFP for a new prosecutor is being circulated.

9. Mayor / Council Reports

Rod Wood – UDOT is coming to meet with us on March 27th regarding the comments we submitted on the I-15 Reconstruction project. He added that he reviewed the Prosecutor RFP, and it looks good.

James Ahlstrom – He announced that he was the first council member to register for the parade (after taking grief at the last meeting about never having registered himself in the past). He thanked Steve Maughan for the great job his crew has done with keeping our roads plowed – it is greatly appreciated. He inquired about who to go to with a complaint about a minor alone in a home. Chief Erikson said it is best to report to the police department and they will investigate. He asked for a volunteer to attend the next Youth Council meeting in his place as he will be unavailable. James Bruhn volunteered to help out.

Mark Preece – no report.

James Bruhn – Arts Council Spring concert is this Friday with Tiff Miller & Mary Jefferson performing.

Kelly Enquist – Will be attending a Mosquito Abatement meeting this Thursday. He announced that the annual St. Olaf Spaghetti dinner Boy Scout fundraiser will be held on Saturday.

Mayor Romney – Snow removal has been awesome. He said there have been news reports about many cities having used up their snow removal budget given the heavy snow this year and asked Steve how we are doing. Steve said we will be over budget, but not by a huge amount.

10. Closed Session, if needed

No closed session needed.

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212 **11. Adjourn.**

213 **MOTION: Mark Preece made a Motion to Adjourn the Meeting. Rod Wood Seconded the**
214 **Motion which PASSED Unanimously.**

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218 The foregoing was approved by the West Bountiful City Council by unanimous vote of all members
219 present on Tuesday, March 21, 2023.

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Cathy Brightwell, City Recorder



West Bountiful Police Department February 2023 Statistics

Total Calls for Service: 518

- Incidents 301**
- Traffic Stops 217**
- Citations 52**
- Warnings 165**

Drug Offenses – 4

Theft – 6

Evading – 1

Sex Offense - 3