

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council

James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

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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, MAY 2, 2023, AT THE CITY OFFICES**

AGENDA

Invocation/Thought –James Bruhn; Pledge of Allegiance – Kelly Enquist

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Award of Solid Waste & Recycling Collection Services to Ace Recycling & Disposal.
4. South Davis Recreation Center – Discussion of Pickleball Courts.
5. Fiscal Year 2023-2024 Tentative Budget
6. Resolution 535-23, A Resolution Adopting an Interlocal Cooperation Agreement Relating to the Conduct of the CDBG Program for Federal Fiscal Years 2024, 2025, and 2026.
7. Expenditure Approvals: Tank Maintenance (\$28,404); Water Service Line Software (\$10,850); Police Vehicle (\$59,040).
8. Meeting Minutes from April 18, 2023.
9. Staff Reports–Police, Public Works, Engineering, Community Development, Administration.
10. Mayor/Council Reports.
11. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
12. Adjourn.

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 April 28, 2023, by Cathy Brightwell, City Recorder.



MEMORANDUM

TO: Mayor & Council

DATE: April 28, 2023

FROM: Duane Huffman

RE: **Award of Solid Waste & Recycling Collection Services**

This memo recommends that the council select ACE Recycling & Disposal to continue to provide collection services for the city, pending a final city attorney review of a contract.

Background

The city provides solid waste/recycling collection and disposal to approximately 1,800 households. Since 2015, the city has contracted for these services with ACE Recycling & Disposal, with the current contract set to expire June 30, 2023. City staff have been pleased with both the level of service and value provided by ACE. There have been no increases in the rates paid by the city since the 2020 extension.

2023 Request for Proposals

Earlier this year, the city issued a request for proposals for these services, and it received proposals from three qualified companies: ACE, Waste Management, and Republic Services. The city does not award these services based solely on costs, but also on the quality and dependability of services. With each of these firms appearing to be highly qualified, costs become a significant factor. The table below summarizes the proposed costs:

	Current	ACE	Waste Mang.	Rep. Services
1 st Can	\$4.57	\$5.30	\$7.22	\$6.75
2 nd Can	\$2.72	\$3.16	\$3.61	\$4.75
Recycling	\$3.65	\$4.23	\$4.44	\$5.25
Projected Annual Cost	\$194,932	\$226,062	\$275,875	\$291,987

All three proposals include future annual increases based on inflation indexes. Republic's also includes potential fuel surcharges.

Recommendation

Staff recommends the following award to ACE Recycling & Disposal:

- 8-year Term
- The new rate will be held for year 2 (July 1, 2024 – June 30, 2025), with annual increases based on Western Urban Index (US Bureau of Labor Statistics) thereafter.
- All terms and conditions as set forth in 2023 RFP and current contract.



MEMORANDUM

TO: Mayor & Council

DATE: April 28, 2023

FROM: Duane Huffman

RE: **Pickleball Court Use by South Davis Recreation District**

This memo introduces the question of whether the city should make the pickleball courts adjacent to city hall available to the South Davis Recreation District for their summer pickleball programs for youth and adults.

Background

The city completed the construction of 4 pickleball courts in July of 2021. The courts are currently available on a first-come-first-served basis, and signs explain that players are to share the courts with others waiting.

The district serves the recreation needs of south Davis County through the operation of the South Davis Recreation Center and affiliated recreation programs. It hosts 2-week pickleball camps for youth and adults in June and July, and in the past these have been held at Cheese Park in Bountiful, but due to re-construction the normal courts will not be available this year.

The district is currently seeking alternative locations for the summer pickleball camps. These camps have been held M-Th, normally from 7am-11am. This year they plan to begin June 5th and run through August 10 in two-week blocks.

Options

Balancing the limited availability of the courts and the community-wide benefit of a recreation district, the council may want to consider the following options or variations thereof:

- A. Allow the use of the courts as requested by the district.
- B. Allow the use of the courts, but require that the programs start later in the morning.
- C. Allow half of the courts to be used as requested or at a later morning hour.
- D. Explore the option of temporarily allowing indoor courts within the public works shop beginning in July.
- E. Decline the request.

WEST BOUNTIFUL CITY

RESOLUTION #535-23

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WEST BOUNTIFUL CITY AND DAVIS COUNTY RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

WHEREAS, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, in accordance with the terms and conditions of the Act, Davis County and West Bountiful City desire to cooperate with regards to the Community Development Block Grant (CDBG) as more particularly described in the Interlocal Cooperation Agreement between West Bountiful City and Davis County (the “Interlocal Cooperation Agreement”), which is attached hereto as Exhibit A; and

WHEREAS, West Bountiful and Davis County have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

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

1. The Interlocal Cooperation Agreement is approved.
2. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the City Council of West Bountiful City, Utah this 2nd day of May 2023.

Kenneth Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of West Bountiful, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

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

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.
 - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium

- with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2024, 2025, and 2026 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2023 and will remain in effect through the later of September 30, 2027, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
5. The Parties agree to:
- A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
- B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.
- C. Comply by signing the assurances and certifications in the HUD 424-B.
- D. Comply with all other applicable laws; and
- E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local

government, including the City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> West Bountiful City Administrator: Duane Huffman 550 N 800 W West Bountiful, Utah 84087	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. 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.
17. 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.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL
COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS
2024, 2025, AND 2026

DAVIS COUNTY, UTAH

Lorene M. Kamalu, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Robert Tripp
Davis County Deputy Civil Attorney
Dated: _____

SIGNATURE PAGE FOR THE CITY OF WEST BOUNTIFUL, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

CITY OF WEST BOUNTIFUL, UTAH

Kenneth Romney, Mayor
Dated: May 2, 2023

ATTEST:

Cathy Brightwell, City Recorder
Dated: May 2, 2023

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Stephen B. Doxey
Attorney for the City of WEST BOUNTIFUL

Dated: _____

MEMORANDUM



TO: Mayor and City Council

DATE: July 11, 2019

FROM: Duane Huffman

RE: **Expenditure Approval**

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. 300 East Vault Maintenance - \$28,404

This vault contains a CLA valve that regulates water flowing to the water tanks. The vault has flooded several times due to failures of the sump pump, and is in danger of serious rust damage. After seeking out several quotes, staff is recommending the sandblasting, epoxy painting, and floor re-sloping described in the attached quote.

2. Water Service Line Inventory Software - \$10,850

New regulations require that water providers create an inventory and sampling program for water service lines (the lines that run from the water meter to the home/building). Water department staff has reviewed many options on how to best accomplish this, and recommend the services of 120Water as described in the attached documents.

3. Police Vehicle - \$59,040

The FY 23 budget included funding to replace one vehicle this year. The original plan was to purchase an F-150, but it proved very difficult to get this vehicle. After our order was cancelled without notice, staff were able to find a Chevrolet Silverado from Ken Garff for the price listed above. It should be noted that for both police and public works, government incentive pricing is quickly becoming unavailable.



PO Box 25294
SLC, UT 84125-0294
801-908-5620 FAX 801-908-5622

Estimate

Date	Estimate #
2/28/2023	3268

Name / Address
West Bountiful City Public Works

Description	Qty	Cost	Total
Water Vault Off 500 south in bountiful Sandblast complete inside to a near white SP-10 Primer all area with Tnemec 90-97 Zinc Repair Floor to slope to sump pump with Tnemec 237 Surfacer filler where rust pits are with Tnemec 215 Second Primer Coat with Tnemec N 69 Final Coat Green match or color WB Wants with Tnemec N 69			
Daily rate for crew of 3 , working 10 hrs, All Trucks equipment and tenting	6	3,322.00	19,932.00
Paint Material	1	3,840.00	3,840.00
Subcontracted labor vac truck	4	720.00	2,880.00
Slope floor	1	1,320.00	1,320.00
40X100 Reinforced Plastic P# HAR 40100	1	432.00	432.00
No Traffic control is in bid or permits. If Welding is needed additional charge will be added			
Thank you for your business!		Subtotal	\$28,404.00
Collection fees of up to 50% and attorney fees will be charged if collection procedures are required.		Sales Tax (7.75%)	\$0.00
		Total	\$28,404.00



120Water™

West Bountiful, UT

Proposal: Service Line Inventory

Submission To:

Steve Maughan
Public Works Director
West Bountiful, UT

Response Submitted By:

120Water
250 S Elm Street
Zionsville, IN 46077
120Water.com

Primary Contact:

Eric Mischnick
Inside Sales Representative
eric.mischnick@120water.com
(402) 429-8554

Service Line Inventory

Introduction:

Service line inventories are the foundation from which water systems take action to address a significant source of lead in drinking water - lead service lines (LSLs). Establishing an inventory of service line materials and identifying the location of LSLs is a key step in getting them replaced and protecting public health. Service line inventories are also the first step to ultimately certify that you have a lead free system.

A comprehensive and accurate inventory has many additional benefits beyond regulatory compliance. Inventorying service line material permits notification to consumers about potential lead risks affecting them, which can facilitate customer actions to reduce lead in drinking water, including flushing, use of filters certified to reduce lead, and customer-initiated LSLR. Inventories allow water systems to publicly track their progress on LSL identification and replacement, engaging the community and enhancing transparency. Inventories can also help water systems and consumers determine the source of high lead levels in drinking water at a home or building and the possible solutions for reducing exposure. Inventories can also make LSLR programs more efficient. Even incomplete inventories may create cost-saving opportunities for water systems by better targeting locations served by LSLs, stretching the value of internal or external funding that water systems receive, such as from the BIL. In addition, service line inventories can help inform decisions for other drinking water rules and could inform future needs surveys and potential future costs.

Objectives:

The LCRR requires CWSs and NTNCWSs to develop a publicly available service line inventory that includes material classifications (Lead, Galvanized Requiring Replacement (GRR), Non-Lead, or Lead status unknown) of all service lines connected to a public water distribution system (40 CFR §141.84(a)(2)). This inventory must define service line ownership, and where dual ownership applies, materials must be defined on both the PWS and customer portion of the line to accurately provide a single classification per service line.

West Bountiful and 120Water are entering into an agreement to collaborate and develop a Preliminary Service Line Inventory. A Preliminary Service Line Inventory or *Records Based Inventory*, is an initial evaluation of all records that are publically available and widely available within the Utility. Establishing a Preliminary Service Line Inventory is the first step in achieving compliance with Revised Lead and Copper Rule. The objective of this scope of work is to establish a Preliminary Service Line Inventory within the defined term duration.

Scope of Work:

Developing a preliminary inventory is Phase I of the LSLI process. The goal is to identify, gather, organize, clean and categorize the data appropriately for Implementation into the 120Water Platform. Here is the process describing the various sections for Phase I of the LSLI process:

- The *Implementation* section outlines the steps that begin once the 120Water Platform has been provision and distributed to the PWS
- The *Consider* section outlines the steps that follow once we work with the client to identify data sources and receive the data from the client
- The *Clean* section details steps for bringing the data into a coding environment and preparing the data so that it can be combined
- The *Combine* section details steps for merging data from different sources into a centralized LSLI data source. It is likely that the clean and combine processes will overlap when interacting with the data
- The *Verify* section outlines the steps for organizing the data so that Verify can be budgeted and prioritized
- The *Report* section outlines the steps for reporting the inputs that are auto populated and efficiently reported to the State.

Implementation

120Water will implement a proprietary software built specifically for water systems to manage compliance with the revised Lead and Copper Rule to serve as the foundation to digitize, track, report, and manage all aspects of the development of the Lead Service Line Inventories, and any subsequent compliance requirements.

Consider

The first step is to determine the best way to pull together the data set by leveraging some unique combination of the data sources that were previously identified. The goal is to consider “combine potential” by taking a closer look at the data. When developing a records-based LSLI, the current LCRR language permits the following as records:

- (i) All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system.
- (ii) All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- (iii) All inspections and records of the distribution system that indicate the material composition

of the service connections that connect a structure to the distribution system.

(iv) Any resource, information, or identification method provided or required by the State to assess service line materials.

It should be noted that the State may approve other sources of information not listed below for a system to use in their preliminary inventory. As states come up with their own policies, more information around these additional, acceptable sources will come to light. EPA is in the process of drafting and releasing Lead Service Line Inventory Improvements, as those are released, the Preliminary Inventory may be adjusted.

Data Variable / Dataset	What to Look For
<i>GIS Shapefiles</i>	
Customer Locations	Includes street addresses or latitude/longitude data
Service Lines	Where the service lines are located, material type, pipe size
Meter Locations	Where the water meters are located
Meter Type	The type of water meter installed, type of customer served detected through meter size (residential versus commercial)
Tax Parcels	Building age and building assessed value
Water Mains	Where water mains are located, material type, pipe size
Zones/Neighborhoods/Wards	Map of how the city/community is organized, helps with LSLI prioritization
<i>Work Order System</i>	
Service Line Repairs	Looking for material installed, date installed to cross-reference with Ban Dates (1988-1990), pipe size
Service Line Replacements	Looking for material installed, date installed to cross-reference with Ban Dates (1988-1990), pipe size
Meter Repairs	Pipe materials on either side of meter

	location, date installed, pipe size
Meter Replacements	Pipe materials on either side of meter location, date installed, pipe size
Customer Billing System	
Unique Customer ID	Such as a unique account number or other code used to identify that specific customer
Unique Location ID	Location code, street address, or latitude/longitude
Customer Type	Residential, Commercial, Industrial Customer Types All customer type SLs have to be inventoried but PWS might want to narrow in on residential first Commercial and industrial user SLs are typically larger and pump a lot of water through. Lead is not ideal for larger pipes, lead is better for smaller pipes because of malleability. Can help prioritize. If the pipe is > 2 inches, then they <i>likely</i> do not have lead
Meter ID	
Tax Parcel Data / Records	
Tax Parcel Identification Number (PIN)	Provides a unique identifier to support data merge
Home Year Built	Right now we cannot use home built date as a justification for classifying materials type. As-built year can be used as a cross comparison point. You can cross check as-built with home built date from the tax parcel data BUT it does not count/ is not accepted as proof from the EPA (unknown really if they will accept it/not clear right now) that an LSL doesn't exist. One example for where As Builts will be helpful is for <i>neighborhoods</i> <i>established/constructed dates</i> . With West Bountiful, if we can prove if a neighborhood was built after the state's lead ban date, then EPA is fine with that as proof.

Lot Size	Smaller lot is more likely to be associated with higher levels of lead, correlation with assessed value
Property Type	Fallback if we do not get this data on Residential, Commercial, and Industrial from the client
Latitude/longitude	Location identifier (If client cannot provide this data)
Street Address	Location identifier (If client cannot provide this data)
Home Assessed Value	Correlation between home value and probability of lead in SL and internal plumbing (the lower the home value, the higher the SL probability) Useful for environmental justice considerations
Tier Sites Data	
Street addresses	Can use street addresses to connect tier site sample results to specific addresses in our baseline file
Subdivisions or neighborhoods	Can use this as supplemental information to help us understand whether or specific subdivision or neighborhood has a lot of lead exceedances
Lead concentrations from sample results (ppb or ug/L)	Use this information to help us understand the probability of a lead service line
LCR event months and year	Use this longitudinal data to understand how lead concentrations have evolved over time and helps us understand the probability of a lead service line

***** IMPORTANT - As-Built and Tap Card Records *****

As-Built and TAP Card records can be a very important and viable source of data when developing a service line inventory. 120Water Program Consultants will work with you to identify the existence, completeness and impact of these records, however there will be an additional cost for the **digitization** (collection and scanning) and **transcription** (data processing and interpretation) of these data sources to be applied to your inventory.

120Water will present the fee for the implementation of these services and the process of transporting hard copy records to our possession.

Clean & Combine

Cleaning and combining the data means to modify, reorganize, and adjust the data in a way that prepares it for more in-depth analysis. Cleaning and combining data happen simultaneously and the process used is contingent on the type of data sources provided and how the data is organized.

120Water Program Consultants will review and analyze all records to determine which locations in West Bountiful's service area are known to be Lead, Non-Lead, GRR or Unknown which permits identifying areas where LSL's are most likely to exist.

Verify

At this point in the process, a compliant Service Line Inventory has been reached. The goal of this stage is to understand the inventory findings and evaluate what the future holds. Through the Verification Workshop, 120Water will provide a detailed summary with the recommendations of how to verify lead status unknown given the various methods approved by the EPA but also the State Agency. Within this report, 120Water will provide a cost analysis for the verification efforts.

Report

At this point in the process, the initial data has been collected, assimilated, and placed in a state compliant inventory format. This initial inventory will merely be the starting point for each utility in their quest to identify all of their system service line material compositions.

Deliverables:

- 120Water Platform
 - Preliminary Service Line Inventory
 - Locations Based
 - Inventory Classification Report
 - Public Transparency Dashboard
- Verification of Lead Status Unknown Report
 - Draft Budget for Verification
 - Recommendation of Verification Methods

Project Milestones/Schedule:

Milestone 1 - Client Kick-off Meeting and Platform Delivery

Host: 120Water Client Success Team

Description: The Client and 120Water have hosted and completed the Project Kick-off meeting. In this meeting, the 120Water Platform is shown to the Client with invitations being received by the Client from Client Success. The goal of this meeting is to begin the Client Onboarding Process and establish the External Knowledge Transfer from the Client to 120Water's Client Success and Program Consulting Teams.

Result: Project Kick-off Meeting Complete - Timelines and Expectations Established - Platform Invitation and Delivery

Deliverable: 120Water Platform

Milestone 2 - Data Investigation Call Complete

Host: 120Water Program Consultant

Description: The most important component of 120Water developing a Preliminary Inventory begins with the external knowledge transfer with an investigation of all of the various data sources that exist within the utility. It is critically important that the 120Water Program Consultant identify and familiarize themselves with these data sources so we can begin developing the Methodology Document as well as internalize the application of organizing, cleaning and merging these various data sources.

Result: Data Investigation Call is complete and a path forward for transferring identified data sources to the 120Water Program Consultant.

Milestone 3 - Inventory Evolution through Tax Parcel Data

Host: 120Water Program Consultant

Description: Tax Parcel Data plays a pivotal role in creating a Lead Service Line. Within this data set includes Home Age, which is an initial source for identifying lead status unknown per various state regulations.

Result: First evolution of Inventory Status from unknowns to classified know or likely known materials

Milestone 4 - Platform Training - Verification Workshop + Workflow

Host: 120Water Client Success

Description: Now that locations and services are loaded into the 120Water Platform, the client needs to be trained on how to access the platform and how to document any verification efforts that take place during the preliminary inventory development phase. This is critical for ensuring all information and data are most up to date.

Result: Client is enabled on how to track information through the platform and directly through the logbook (offline).

Deliverable: Excel Logbook for Field Services if Platform Access is unavailable

Milestone 5 - Incorporation of Batch 1 of Client Data

Host: 120Water Program Consultant

Description: Applying Batch 1 of Client Data to the Preliminary Inventory inclusive of Tax Parcel Data. Customer Billing is mandatory to be included in Batch 1 of Client Data.

Result: Tax Parcels overlaid with Customer Billing Locations equate to a robust starting point for establishing a Lead Service Line Inventory.

Milestone 6 - Baseline Compliant Inventory

Host: 120Water Program Consultant + Client

Description: All Customer Billing Locations have been identified and service lines tied to each location. Service Line materials may be documented as non-lead or likely non-lead (based on home age) and unknown. Unknown service line materials are allowed for the initial preliminary inventory submission.

Result: A preliminary inventory has been established and a plan for further verifying various records continues.

Milestone 7 - Incorporation of Batch 2 of Client Data

Host: 120Water Program Consultant

Description: All remaining data sources have been identified and evaluated for the effectiveness of signifying service line material. All records have been cleaned, joined and imported into the 120Water Platform.

Result: Preliminary Inventory has been completed with the evaluation of all service line records.

Milestone 8 - Preliminary Inventory Delivery & Verification Recommendation

Host: 120Water Program Consultant

Description: The Preliminary Inventory has been finalized with all data imported into the 120Water Platform. Initial findings with a recommended verification plan have been documented and are ready to be presented to the client.

Result: Client has received the Preliminary Inventory and Verification plan for mitigating lead status unknown. The template released in the EPA's August 2022 LSLI guidance will be the default format for delivery of your Preliminary Inventory. If and or when a state specific template is released your Preliminary Inventory will be formatted to meet that state specific template requirement.

Deliverable: Completed Preliminary Service Line Inventory & Verification of Lead Status Unknown Report

Milestone 9 - Public Transparency Dashboard Created

Host: 120Water Program Consultant

Description: The Public Transparency Dashboard functionality has been turned on in Backoffice and is ready to be presented to the client.

Result: Given the clients plans for the sharing the service line inventory, location, timing, etc - this functionality is ready for the client to implement.

Milestone 10 - Verification Go-Live

Host: 120Water Program Consultant + Client

Description: Verification Recommendation has been presented and the client has agreed to implement a method of verifying lead status unknown.

Result: A method of verification is being implemented by the client for verification.

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on Tuesday, April 18, 2023, at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah.

MEMBERS: Mayor Ken Romney, Council members James Ahlstrom, James Bruhn, Mark Preece, Rod Wood.

STAFF: Chief Brandon Erikson, Kris Nilsen (City Engineer), Steve Maughan (Public Works Director), and Cathy Brightwell (City Recorder).

EXCUSED: Kelly Enquist, Duane Huffman

PUBLIC: Alan Malan, Richmond Thornley, Jen Nielsen, Jeff Thomson, Josh Wayment

Mayor Romney called the regular meeting to order at 7:30 pm. James Ahlstrom provided an invocation, and James Bruhn led the Pledge of Allegiance.

1. Approve the Agenda. The tour of the new public works facility was canceled.

MOTION: *James Bruhn made a Motion to approve the agenda with the changes as discussed. Mark Preece seconded the Motion which PASSED unanimously.*

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

No comments.

3. Prosecution Services – Approval of Letter of Engagement.

Mayor Romney explained that the city's long-time prosecutor was recently appointed as a District Judge so a Request for Proposal was posted to replace him. Four submissions were received. A review group comprised of Steve Doxey, James Ahlstrom, Chief Erikson, and Duane Huffman reviewed the proposals and Chief Erikson conducted interviews with a selection of the applicants.

Based on their combined experience, broad range of prosecutorial knowledge, and availability to meet the needs of the city, the review group recommended the appointment of Jeff G. Thomson and Josh B. Wayment. The proposed combined monthly flat fee is \$2,250, which is a \$250 increase over the previous arrangement.

James Ahlstrom commented that all the candidates were great, which put us in a really good position. We are very excited to have them take over as prosecutors.

Steve Doxey noted that Duane Huffman negotiated a good contract for the city.

Mayor Romney asked them to introduce themselves. Jeff Thomson lives in Syracuse, went to law school in the Washington DC area and knew from early in his career that he wanted to be involved in government law. He worked in the Weber County justice court before moving to Davis County courts in 2016.

Josh Wayment went to law school at Gonzaga University in Spokane, Washington and has been a prosecutor for 7 ½ years. He also began his career in Weber County before working in Layton and Davis

County courts. He and Jeff have frequently worked together. Jason Nelson, the city's previous prosecutor, spoke very highly of West Bountiful and Josh is excited to be here.

MOTION: *Rod Wood made a Motion to appoint Jeff G. Thomson and Josh B. Wayment as the city's prosecutors. James Bruhn seconded the Motion which PASSED unanimously.*

4. Award Miscellaneous Concrete Project to JMR Construction, Inc.

Kris Nilsen and Steve Maughan evaluated the two bids received for the city's miscellaneous concrete project. The bids included 19 line items and based on what we expect to do, JMR was the lowest. A tree project was also included as part of the bid package, but we did not receive any bids for that portion of the project.

MOTION: *James Ahlstrom Made a Motion to award the city's miscellaneous concrete project to JMR as presented. Mark Preece seconded the Motion which PASSED unanimously.*

5. Resolution 534-23, A Resolution Adopting Updates to the Consolidated Fee Schedule for Certain Building Permit Fees.

Cathy Brightwell explained that the city has not updated its building permit fees in many years. The planning commission and staff have been reviewing these fees for the past couple of months recognizing the need to cover activity-specific costs that are calculated in a consistent manner. This review made it clear that a more in-depth study is required to evaluate all the permit fees. In the meantime, the planning commission has proposed changes to several fees to put us in a better position to cover our costs until a comprehensive study can be completed. The proposal also includes establishing fees for new services.

The proposal includes 1) language to clarify certain fees and make housekeeping corrections; 2) add new fees not previously included (fencing plan reviews, landscape plan reviews, and identical plan reviews); and 3) adjust electrical/mechanical/plumbing flat fees to better cover costs. A public hearing was held on April 11, 2023, where no public comments were offered.

Mayor Romney commented that there is a lot of work required to process building permits and sometimes we tend to short-change ourselves; it's important to charge appropriately.

MOTION: *Rod Wood Made a Motion to Approve Resolution 534-23 Adopting Updates to the Consolidated Fee Schedule for Certain Building Permit Fees. Mark Preece seconded the Motion which PASSED unanimously.*

<i>James Ahlstrom – aye</i>	<i>James Bruhn – aye</i>
<i>Kelly Enquist – excused</i>	<i>Mark Preece – aye</i>
<i>Rod Wood – aye</i>	

6. Meeting Minutes from April 4, 2023.

MOTION: *Mark Preece Made a Motion to Adopt the Meeting Minutes from April 4, 2023, as presented. James Bruhn Seconded the Motion which PASSED Unanimously.*

7. Staff Reports

Police – Chief Erikson

- March Stats – total calls = 681; incidents = 313; traffic stops = 368 (93 citations, 275 warnings); DUIs = 7 (3 drug and 4 alcohol); theft = 8; and vehicle burglaries = 3. He noted that there has been a slight uptick which is common as the weather improves.
- Flex poll gave us an award for policy training which has been completed 100 % by our department.
- We will be competing in a “best-looking dog” contest sponsored by Aftermath Canine group. The winners will receive grants up to \$2500. A photo shoot for Goose is being scheduled.

Public Works – Steve Maughan

- Twin D is in town jet washing drop boxes.
- We are watching potential flooding very closely. The county delivered sandbags and jersey barriers to have around the canals. With the amount of snow still in the mountains, we expect snowmelt for another couple months. Mayor Romney noted that of the 30 inches SWE (snow water equivalent), only 3 inches have melted so far. James Ahlstrom mentioned there are groups interested in service projects to fill bags and we may want to include EmPAC if problems arise. Dell Butterfield is also coordinating sandbag projects with Stone Creek Stake.

Engineering – Kris Nilsen

- Working on budgeting and scheduling future projects.
- Submitted paperwork for the remaining WFRM grant money for the 1100 West project and it was awarded.
- Talked with contractors on the upcoming water project. They plan to begin work in the middle of May.

Community Development – Cathy Brightwell

- No report

8. Mayor / Council Reports

Mayor – Ivory is scheduled to come back next week to begin talks about future phases. They have indicated they will not be asking for more density but will propose varying lot sizes.

Mark Preece – no report.

James Bruhn – Asked staff to look at clear view issues at the corner of 900 West and Pages Lane. The homeowner has planted some large evergreen trees on the corner.

James Ahlstrom – Easter Egg hunt went well. We had a lot more eggs this year, but the older age group was smaller than in the past. Applications for next year’s Youth Council are due in May. We are still without advisors. Mayor Romney indicated he has several names of potential advisors and will work with James and Cathy to contact them.

Rod Wood – Looking forward to seeing a regional park proposal from Ivory as part of their future development plans. We need to review our park impact fees to make sure they are at the correct level.

9. Closed Session, if needed

No closed session needed.

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123 **10. Adjourn.**

124 **MOTION: James Ahlstrom made a Motion to Adjourn the Meeting at 8:22 pm. James**
125 **Bruhn Seconded the Motion which PASSED Unanimously.**

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129 The foregoing was approved by the West Bountiful City Council by unanimous vote of all members
130 present on Tuesday, May 2, 2023.

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Cathy Brightwell, City Recorder