

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Mark Preece

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCityut.gov

City Recorder
Remington Whiting

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, AUGUST 5TH, 2025, AT THE CITY OFFICES

Invocation/Thought – Mark Preece; Pledge of Allegiance – Jenn Nielsen

1. Approve Agenda.
2. Public Comment - Two minutes per person; five minutes if on behalf of a group.
3. Public Hearing – Proposal to Vacate Portion of Public Utility and Drainage Easement at 654 West 1300 North.
4. Ordinance 503-25 – An Ordinance Authorizing the City Mayor to Execute a Change in Easement Along the Southern Property Line at 654 West 1300 North.
5. Resolution 575-25 – A Resolution Authorizing the Execution of the Interlocal Cooperation Agreement Between Bountiful City and West Bountiful City for Dispatch Services.
6. Consider Award of Pavement Maintenance Services to Andersen Asphalt.
7. Meeting Minutes from June July 15th, 2025.
8. Staff Reports–Police, Public Works, Engineering, Admin & Community Development.
9. Mayor/Council Reports.
10. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
11. Adjourn.

The above agenda was posted on the State Public Notice website (Utah.gov/pmnn), the city website (WBCityut.gov), posted at city hall, and emailed to the Mayor and City Council on August 1st, 2025.

MEMORANDUM



TO: Mayor and City Council

DATE: August 1st, 2025

FROM: City Staff

RE: Request to Reduce a PUE and Drainage Easement at 654 West 1300 North – Kelly Enquist

Background

Kelly Enquist has submitted an application to reduce a portion of the public utility easement and drainage easement along the rear (northern) and side (western) property lines at 654 West 1300 North in order to build an accessory structure. The rear easement is proposed to be reduced from 7.5 feet to 3 feet, while the side easement be reduced from 7.5 feet to 3 feet, as shown in the attached diagram.

Process

State code requires the city council to hold a public hearing and adopt an ordinance when granting changes to public utility easements.

Analysis

- The applicant has obtained the necessary approvals and clearances from affected utilities.
- The required public notice has been completed.
- Staff have reviewed the request and do not foresee any negative impact on the city by reducing the requested easements.
- A public hearing is scheduled as part of tonight's meeting prior to adoption of the proposed Ordinance.

Recommendation

Staff recommends the Council approve Ordinance 503-25 for the requested changes to the above-described public utility easements and authorize the mayor to sign the Change of Easement documents.



APPLICATION TO VACATE/REDUCE EASEMENT

West Bountiful City
PLANNING AND ZONING

550 N 800 West
West Bountiful, UT 84087
(801) 292-4486
Fax: (801) 292-6355

PROPERTY ADDRESS: 654 WEST 1300 NORTH

PARCEL NUMBER: _____ DATE OF APPLICATION: 7/2/25

PROPERTY OWNER NAME(S): KELLY ENQUIST

Owner's Address (if different than above): _____

Cell phone: [REDACTED]

E-mail address: [REDACTED]

1. Describe in detail the request for which this application is being submitted.
2. Attach a site plan which clearly illustrates the proposal.
3. Attach a legal description of the easement(s) to be vacated.

CONSTRUCT DETACHED GARAGE IN
NORTH WEST CORNER OF REAR
PARCEL

Release Letters Received:

Comcast X Century Link X Rocky Mtn Power X Dominion X
So. Davis Sewer X Weber Basin X Other GOOGLE

I hereby apply to Vacate an Easement in West Bountiful City in accordance with the provisions of Utah State Code 10-9a-609.5. I certify that the above information is true and correct to the best of my knowledge.

Date: 7/2/25

Applicant Signature: [Signature]

FOR OFFICIAL USE ONLY

Application/\$150 (includes county recording fee) received date: 7/21/25

Letters to affected entities: X

Posted on websites: 7/23/25

City Council Approval: _____

Notice Posted on Property: 7/23/25

Public Hearing Date: 8/05/25

25

WEST BOUNTIFUL CITY

ORDINANCE #503-25

AN ORDINANCE AUTHORIZING THE CITY MAYOR TO EXECUTE A CHANGE IN EASEMENT ALONG THE SOUTHERN PROPERTY LINE AT 654 WEST 1300 NORTH

WHEREAS, West Bountiful City has been petitioned by the owners of the above-mentioned property to reduce from ten (10) feet to three (3) feet on the Northern (rear), and ten (10) feet to three (3) feet on the western (side) public utility and drainage easements so that an accessory structure can be built on the property; and

WHEREAS, releases have been received from all major public utility agencies; and

WHEREAS, on or before July 23rd, 2025, proper notice was provided to neighbors, posted on the property, and posted on state and city websites; and

WHEREAS, a public hearing was held by the city council on August 5th, 2025, to receive public comment concerning the requested release of easements.

NOW THEREFORE, BE IT ORDAINED by the City Council of West Bountiful that the City Mayor is authorized to execute the CHANGE OF EASEMENTS for the property located at 654 West 1300 North, West Bountiful, Utah.

This ordinance shall become effective upon signing and posting.

ADOPTED August 5th, 2025.

By:

Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Council member Ahlstrom	_____	_____
Council member Butterfield	_____	_____
Council member Enquist	_____	_____
Council member Nielsen	_____	_____
Council member Preece	_____	_____

ATTEST:

Remington Whiting, Recorder

MEMORANDUM



TO: Mayor and City Council

DATE: August 1, 2025

FROM: Staff

RE: Interlocal Agreement for Dispatch

This memo recommends authorization of the attached Interlocal Cooperation Agreement with Bountiful City for the provision of dispatch services.

Background

The proposed agreement formalizes a longstanding partnership between West Bountiful and Bountiful City for emergency dispatch services. The agreement is required by the Utah Communications Authority to ensure consistency, interoperability, and accountability among public safety answering points.

Agreement

The proposed agreement maintains 24/7 dispatch coverage through Bountiful's professional communications center, ensures interoperability with our systems, and establishes clear operational and financial terms. It complies with the Utah Interlocal Cooperation Act and fulfills current regulatory requirements, providing continuity and legal clarity for an essential public safety function. The agreement has been reviewed by the city's legal counsel.

Recommendation

Staff recommend the adoption of Resolution 575-25, authorizing the agreement.

WEST BOUNTIFUL CITY

RESOLUTION #575-25

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND WEST BOUNTIFUL CITY FOR DISPATCH SERVICES

WHEREAS, the Utah Interlocal Cooperation Act, codified at Utah Code Ann § 11-13-101, et seq., as amended, 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, Bountiful City, through its police department, operates a 911 Communications Dispatch Center that provides dispatch services within the limits of Davis County; and

WHEREAS, in accordance with the terms and conditions of the Act, Bountiful City and West Bountiful City Desire to cooperate regarding the provision of dispatch services, as more particularly described in the Interlocal Cooperation Agreement between Bountiful City and West Bountiful City, attached hereto as Exhibit A; and

WHEREAS, West Bountiful City and Bountiful City have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement as provided herein;

NOW THEREFORE, BE IT RESOLVED by the City Council of the West Bountiful City that the Interlocal Cooperation Agreement Between Bountiful City and West Bountiful for Dispatch Services attached as Exhibit A, be approved.

Passed and approved by the City Council of West Bountiful City this 5th day of August 2025.

Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council member Ahlstrom	_____	_____
Council member Butterfield	_____	_____
Council member Enquist	_____	_____
Council member Nielsen	_____	_____
Council member Preece	_____	_____

Attest:

Remington Whiting, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BOUNTIFUL CITY AND WEST BOUNTIFUL
FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation ("Bountiful"), and West Bountiful City, a Utah municipal corporation (“West Bountiful”).

RECITALS

WHEREAS, Bountiful and West Bountiful are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, *et seq.*, as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center (the “Center”) operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Bountiful and West Bountiful desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and West Bountiful have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and 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 mutually agree as follows:

1. Services. Bountiful, through its Police Department and Center, shall provide dispatch services and emergency dispatch services to West Bountiful for police, fire, and emergency medical services, twenty-four hours a day, seven days a week, three hundred sixty-five days per year (or three hundred sixty-six days during Leap Year). Dispatching services shall include receiving calls for service and dispatching response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing incident reports. These services shall include or be subject to the following provisions:

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving West Bountiful and record all call times and radio transmissions of the appropriate police, fire, and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, *et seq.*, as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with West Bountiful's records management system. West Bountiful will reimburse Bountiful for reasonable costs associated with changes to West Bountiful's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

2. Equipment. All equipment within the Center shall be provided by and is the sole property of Bountiful. As the owner of the equipment, Bountiful shall derive all profits and losses from the equipment. West Bountiful shall be responsible for providing the necessary equipment in West Bountiful vehicles to communicate with the Center. Such equipment in West Bountiful vehicles shall be the sole property of West Bountiful, and West Bountiful shall derive all profits and losses from such equipment. On or after the Effective Date of this Agreement, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

- a. Before any equipment is connected to Bountiful's dispatch system, the entity responsible for such equipment shall provide all requested records relating to the equipment and obtain written approval from the Bountiful Information Systems Director, Utah Communications Authority, and any applicable radio vendor.
- b. It shall be the sole obligation and responsibility of the entity responsible for the dispatching equipment to adequately and reasonably maintain any and all equipment necessary for the Center to carry out its duties as detailed in this Agreement effectively. This obligation includes but is not limited to entering into third-party maintenance agreements that cover any equipment owned or leased by the entity responsible for the equipment. Any and all financial or other obligations under such an agreement shall be the sole responsibility of the entity responsible for the equipment.
- c. Except in the case of an emergency, West Bountiful shall arrange access to the dispatching equipment with Bountiful through the Bountiful Police Department and the Center at least twenty-four (24) hours in advance. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to

Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), West Bountiful shall pay Bountiful for the services described in this Agreement as follows:
 - a. Twenty-Eight Thousand Two Hundred and Seventy Nine Dollars and Thirty Two Cents (\$28,279.32) per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a quarterly invoice from Bountiful.
 - b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of West Bountiful. West Bountiful agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as reasonably necessary in seeking, obtaining, and receiving said fees.
 - c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.
4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the “Effective Date”).
5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.
6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:
 - a. Mutual written Agreement of the Parties;
 - b. By either Party after any material breach of this Agreement; and
 - i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and

the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and

- ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party sends a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Notices. Any notices that may or must be sent under the terms and provisions of this Agreement should be delivered by hand delivery or by United States certified mail, postage prepaid, as follows, or as subsequently amended in writing:

Bountiful City
Attn: City Manager
790 South 100 East
Bountiful, UT 84010

West Bountiful City
Attn: City Manager
550 North 800 W,
West Bountiful, UT 84087

Notice will be deemed received upon delivery or, in the case of mailing, three days after deposit in the United States mail or upon receipt, whichever comes first.

8. Indemnification and Hold Harmless. The Parties agree to indemnify and hold harmless the other Party as follows:

- a. West Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "West Bountiful Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall

limit or waive any liability that West Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives.

- b. Bountiful, for itself, and on behalf of the Bountiful Representatives, agrees and promises to indemnify and hold harmless West Bountiful, as well as the West Bountiful Representatives, from and against the Claims that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code §§ 63G-7-101, et seq., as amended, and nothing herein is intended to waive or modify any rights, defenses, or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party. They shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and defend the action of its own employees, negligent or otherwise, pursuant to this Agreement's provisions.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and any person or persons under the supervision, direction, or control of a Party 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. While providing or performing services under this Agreement, Bountiful employees shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits. West Bountiful employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of West Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or modification of any of the provisions of this Agreement or any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar, and no such waiver or modification shall constitute a

continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and to all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes and 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 regarding such subject matter that are not 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 are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provision hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

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 or the State of Utah Government; fires; floods; strikes; lock-outs; inability to procure materials; failure of power; inclement weather; restrictive governmental laws, ordinances, rules, or regulations; 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 the 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 of the delayed Party.

16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation, or validity (including non-contractual matters, disputes, and claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

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 that are not invalid, prohibited, or unenforceable shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue all remedies provided herein or available at law or in equity, including specific performance. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and 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. The Parties enter into this Agreement for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third Party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by West Bountiful to continue or enter into similar agreements with any or all of the other cities or other governmental or quasi-governmental entities located within Davis County.

21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

22. 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.

23. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which Party drafted this Agreement or any part hereof. The headings and captions of the various paragraphs of this Agreement are for convenience of reference only. They shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

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

WHEREFORE, the Parties hereto have executed this Interlocal Cooperation Agreement on the dates indicated below to be effective as of the date first written above.

West Bountiful City

Ken Romney
West Bountiful City Mayor
Dated: _____

ATTEST:

Remington Whiting
West Bountiful City Recorder

Approved as to form and legality:

Stephen B. Doxey
West Bountiful City Attorney

Bountiful City

Kendalyn Harris
Bountiful City Mayor
Dated: _____

ATTEST:

Sophia Ward
Bountiful City Recorder

Approved as to form and legality:

Brad Jeppsen
Bountiful City Attorney

MEMORANDUM



TO: Mayor and City Council

DATE: August 1, 2025

FROM: Staff

RE: **Award of Pavement Maintenance Services to Andersen Asphalt**

This memo recommends awarding pavement maintenance service to Andersen Asphalt for \$149,480.90 as outlined in the attached proposal.

Background

The city puts an emphasis on asphalt maintenance as the most cost-effective way to preserve roads throughout the city. The recently adopted FY 26 budget includes \$225,000 for asphalt preservation work.

Anderson Asphalt Proposal

Public works staff worked with Anderson Asphalt to identify sections of roads and specific treatments that would best fit the needs of the city. The roads selected are:

- 1200 N – A seal coat to complete the recent repaving.
- 1100 W north of Pages Lane continuing on to the bottom of Porter Lane – crack seals and a modified slurry seal.
- Pages Lane west of 800 W to city limits – slurry seal.
- 675 W, 1300 N, portion of 640 W – crack seals, mastic seals, and modified slurry seal.

Staff believe that these treatments are by far the most cost-effective of preserving the identified asphalt.

Single Source Designation

Staff recommend that this procurement be conducted as a single source due to specific service capabilities, time-sensitive project needs, and demonstrated value. The following points serve as justification for this designation:

1. **Proprietary Products and Integrated Services.** Andersen Asphalt offers AP4 Surface Treatment - a proprietary, high-density emulsion with enhanced durability - and integrates this with Mastic One repairs, crack sealing, and Type II/III slurry seal services. This unique combination is not broadly available through other providers in the region and is well suited to West Bountiful's pavement preservation needs.

2. **Demonstrated Performance and Compatibility.** The City has previously worked with Andersen Asphalt and observed consistent, high-quality results. Utilizing a contractor already familiar with local conditions ensures compatibility with existing treatments and reduces risks associated with contractor onboarding or specification deviations.
3. **Specialized Equipment and Technical Expertise.** Andersen Asphalt possesses the necessary fleet and trained crews to handle all aspects of the project – including properly pre-cleaning asphalt surfaces, traffic control, and installation – in a turnkey manner. Their expertise in slurry applications and surface treatment positions them to execute this project efficiently and to a high standard.
4. **Project Timing and Seasonal Constraints.** Due to the time-sensitive nature of pavement preservation work, which is best performed in warm, dry conditions, delaying the project for a formal competitive bid process would likely result in missed seasonal windows. Andersen Asphalt has confirmed their availability to begin work immediately, which helps the City avoid costly deterioration or emergency repairs later in the year.
5. **Cost and Market Competitiveness.** The total proposal cost of \$149,480.90 is within a competitive range based on past bids for similar work in neighboring jurisdictions. Using a single, integrated provider also avoids potential mobilization redundancies and change-order risks that could arise with multiple vendors.

Recommendation

Based on available budget, staff research, and the single source nature of the proposed work, staff recommends awarding Anderson Asphalt the asphalt maintenance work as described in the attached proposal for \$149,480.90.



PROJECT PROPOSAL

PROPOSAL ID : 8519

PREPARED FOR:

West Bountiful City

Steve Maughan

550 N 800 W

West Bountiful City, UT 84087 US

PREPARED BY:

Derek Andersen

derek@andersenam.com

Andersen Asphalt

(801) 675-1555

COVER LETTER

Hi Steve,

Thank you for the opportunity to provide a proposal for your upcoming project. We look forward to working with you to achieve a solution that meets your specific needs and exceeds your expectations.

The proposal below includes a detailed breakdown of the scope of work, and cost estimates. We are confident that our proposal represents the best value for your investment. Our team is equipped with state of the art equipment, materials, and resources to deliver outstanding results that will impress.

We are happy to discuss the proposal in more detail with you, and answer any questions you may have. Please don't hesitate to reach out to us at your convenience.

Best Regards,

Derek Andersen
Andersen Asphalt

PROJECT SUMMARY

JOB SITE: 1200 N AP4

1410 West 1200 North, West Bountiful, Utah, 84087 US

AP4 Surface Treatment	\$20,939.30
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Job Total	\$20,939.30
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JOB SITE: 1100 W TYPE II SLURRY

1621 North 1100 West, West Bountiful, Utah, 84087 US

Crack Seal	\$6,442.44
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Type II Latex Modified Slurry Seal	\$38,678.32
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Job Total	\$45,120.76
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JOB SITE: 1600 N TYPE III SLURRY

795 West 1600 North, West Bountiful, Utah, 84087 US

Slurry Seal	\$43,600.02
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Job Total	\$43,600.02
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JOB SITE: 675 W TYPE II SLURRY

1589 North 675 West, West Bountiful, Utah, 84087 US

Mastic One	\$5,323.36
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Crack Seal	\$7,125.42
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Type II Latex Modified Slurry Seal	\$27,372.04
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Job Total

\$39,820.82

PROPOSAL TOTAL

\$149,480.90

SERVICES RENDERED

1200 N AP4

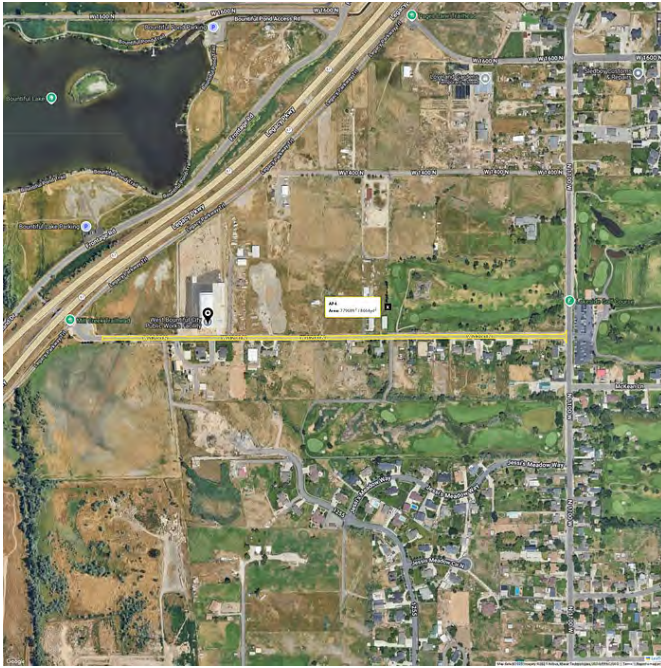
1410 West 1200 North, West Bountiful, Utah, 84087, US

AP4 SURFACE TREATMENT

Apply AP4 Surface Treatment to 77968 square feet of pavement at a rate of (80 mils). AP4 is a high performance, high density emulsion based surface treatment consisting of 6% cutting edge polymers for added durability and better resistance to ultraviolet rays, oxidation, water, and chemicals.

*Price includes cleaning, preparation, installation, traffic control and barricades.

AP4 Surface Treatment Total	\$20,939.30
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Job Total

\$20,939.30

1100 W TYPE II SLURRY

1621 North 1100 West, West Bountiful, Utah, 84087, US

CRACK SEAL

Crack seal 7000 linear feet of transverse and lateral pavement cracking greater than ¼" up to 1 ½". This process utilizes the highest quality crack sealant and established installation techniques to ensure durability and effectiveness.

Crack Seal Total

\$6,442.44



TYPE II LATEX MODIFIED SLURRY SEAL

Apply Type II Latex Modified Slurry Seal to 16660 square yards of pavement at a rate of 20 lbs/sy. This process will level and seal minor defects in the pavement, add a new wear course, and improve skid resistance.

Type II Latex Modified Slurry Seal Total	\$38,678.32
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Job Total

\$45,120.76

1600 N TYPE III SLURRY

795 West 1600 North, West Bountiful, Utah, 84087, US

SLURRY SEAL

Apply asphalt to 13316 square yards of pavement at a rate of 22 lbs/sy. This process will level and seal minor defects in the pavement, add a new wear course, and improve skid resistance.

Slurry Seal Total

\$43,600.02



Job Total

\$43,600.02

675 W TYPE II SLURRY

1589 North 675 West, West Bountiful, Utah, 84087, US

MASTIC ONE

Install 421 linear feet of Mastic One to cracks greater than 1 ½" wide. Install to any **pre-defined** potholes, depressed areas of the pavement, along curb and gutter, and waterways.

Mastic One Total

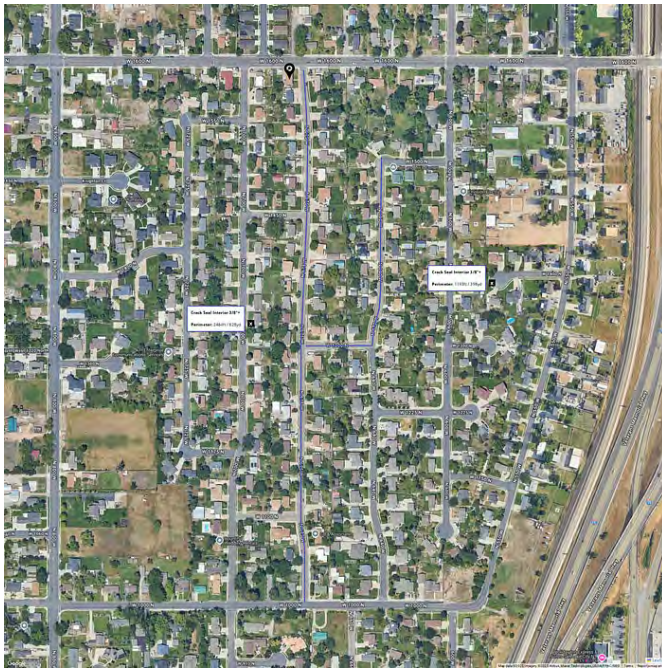
\$5,323.36



CRACK SEAL

Crack seal 6500 linear feet of transverse and lateral pavement cracking greater than $\frac{1}{4}$ " up to $1\frac{1}{2}$ ". This process utilizes the highest quality crack sealant and established installation techniques to ensure durability and effectiveness.

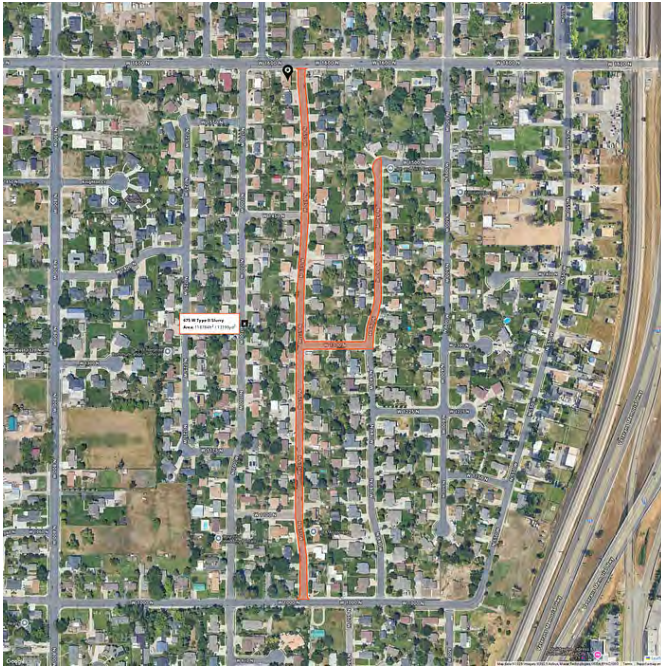
Crack Seal Total	\$7,125.42
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TYPE II LATEX MODIFIED SLURRY SEAL

Apply Type II Latex Modified Slurry Seal to 13199 square yards of pavement at a rate of 16 lbs/sy. This process will level and seal minor defects in the pavement, add a new wear course, and improve skid resistance.

Type II Latex Modified Slurry Seal Total	\$27,372.04
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Job Total

\$39,820.82

TERMS AND CONDITIONS

If contract is canceled by the purchaser prior to commencement of work, the Purchaser will pay the Contractor twenty percent (20%) of total contract price.

Unit prices; if specified, shall apply to all extra work performed beyond the original scope.

Remobilization fees will also be added to the final bill.

Drainage is not guaranteed on areas having less than 2% grade.

All proposals are based on the existence of a workable sub-base layer of at least three (3) inches.

Unless otherwise stated in writing, cracks less than ¼" may not be treated. In addition, "alligator" cracking may not receive 100% coverage.

In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.

Payment terms are NET (15) days from the date of each original invoice. If payment is not received within 30 days interest will be charged on the outstanding principal amount at the rate of 5% per month (50% annually) until paid in full. Where legal proceedings are instituted for recovery of all balance due, Andersen Asphalt LLC shall be entitled to recover additional costs accrued including reasonable attorney fees. Andersen Asphalt LLC is hereby authorized to file a preliminary notice describing the aforesaid Customer Address Pursuant to UTAH CODE ANN. 38-1a-501, 1953 (as amended)

REV. DATE: 03/03/23

PROPOSAL ACCEPTANCE

Any adjustments to the original scope of work shall be committed and paid by purchaser as though a written change order were approved and signed by both parties.

Andersen Asphalt proposes to furnish material and labor to perform the work outlined above. Payment is to be made (15) days after work is completed.

The proposal is valid for (30) days from the date written above.

TERMS OF SERVICES

Customer agrees to the Services to be provided and the Terms and Conditions as outlined in this proposal.




TERMS OF PAYMENT

Customer agrees to pay the amount indicated above for the Services to be provided upon completion of the Services, within the agreed time period, without any deduction or set-off for any reason.



TERMS OF CHANGES

Customer agrees that upon signing, any changes to the Services outlined in this Proposal may result in additional charges.



Click To Enter Signature

Full Name

Title

Email

Date

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, July 17th, 2025**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen and Mark Preece

STAFF: Duane Huffman (City Administrator), Brandon Erikson (Chief of Police), Steve Maughan (Public Works Director), Steve Doxey (City Attorney), and Remington Whiting (City Recorder)

PUBLIC: Tif Miller, Richmond Thornley, Simon Mortenson

EXCUSED: Kris Nielsen (City Engineer)

Mayor Romney called the meeting to order at 7:34 pm. Kelly Enquist gave an inspirational thought, and the Pledge of Allegiance was led by Mark Preece.

1. Approve Agenda

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

2. Public Comment

No Comment.

3. Presentation from South Davis Recreation Center – Tif Miller.

Mr. Miller thanked the council for the opportunity to speak and expressed appreciation for the city's support for the use of the baseball fields for spring and summer programs. He shared that 2024 has been the most successful year to date for the Recreation Center. He provided an overview of current programs and highlighted recent improvements, including the launch of a new website. Mr. Miller also discussed future projects and noted an increase in participant numbers. He reviewed membership data, specifically comparing West Bountiful residents to overall membership numbers. The council inquired about potential upgrades to pool equipment and the scheduling of fitness classes.

4. Consider Backup Public Defender Services Agreement with Murphy and Murphy LLC.

Duane explained that the city currently contracts with the City of North Salt Lake to for justice court services. West Bountiful provides its own prosecutors and a public defender, but

on rare occasions, a backup defender is needed. Duane presented the attached contract with Murphy and Murphy LLC and said that it had been reviewed by legal counsel.

MOTION: *Jenn Nielsen made a motion to authorize the mayor to execute the Backup Public Defender Services Agreement with Murphy and Murphy LLC. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members present.*

5. Consider Purchase Approval for Water Metering System for \$911,723.24 and Parks Mower for \$15,430.20.

Duane presented the two purchases that required approvals which included a new water metering system and a new parks mower. There was discussion on the installation timetable of the water metering system.

MOTION: *Dell Butterfield made a motion to authorize the city administrator to execute the Purchase for Water Metering System for \$911,723.24 and Parks Mower for \$15,430.20. Mark Preece seconded the motion.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye

Kelly Enquist – Aye

Jenn Nielsen – Aye

Mark Preece - Aye

6. Discuss Draft Administrative Code Enforcement Amendments.

Duane presented a Powerpoint that discussed code enforcement amendments that had been drafted by legal counsel and city staff. He reviewed the different levels of violations and fines. Staff would continue to work with the council on finalizing a draft.

7. Meeting Minutes from June 17th, 2025.

MOTION: *Kelly Enquist made a motion to approve the meeting minutes from June 17th, 2025. Dell Butterfield seconded the motion which PASSED by unanimous vote of all members presents.*

8. Staff Reports

Police – Brandon Erikson

- The department continues to work with Davis County Animal Care on a specific case within the city.
- Continues to work on organizing the West Bountiful EmPAC.

Public Works – Steve Maughan

- 660 W Project – Concrete, driveways and stormwater drain work has begun.
- 1100 W Project will likely be done in the next few weeks.

- Elora Waldrop's last day with the city will be Thursday.
- Six interviews have been conducted to fill the open position. Will send an offer out to an individual this week.

Administration/Community Development – Duane Huffman

- Received a new draft rendering of Childs Park – should have cost estimates soon.
- Sent out a financial report earlier today with more detail than previous copies.
- Met with UDOT and other cities to discuss the I-15 project. There is not currently any upgraded landscaping on interchanges located in West Bountiful. UDOT is willing to put \$135,000 toward upgraded landscaping at each interchange, but the cities would likely need to contribute additional funds and would be responsible for all future maintenance.
- Proposed to close the city office on July 25th for Pioneer Day weekend. The council was ok with the closure.
- Lifetime store will be moving to West Bountiful.
- A frontage road along I-15 is still being discussed.

9. Mayor/Council Reports

Ken Romney:

- Thanked staff for their work on 1100 W.
- 4th of July was a success.
- Will participate in the Handcart Parade along with other council members.
- Youth Council will attend as well to pass out candy. There is a discussion on how much candy to order.

James Ahlstrom:

- Shared his opinion that having the activities the night before the parade is preferable.

Dell Butterfield:

- Reported that South Davis Rec center revenue is up.
- Was not able to attend last week's planning commission meeting.

Kelly Enquist:

- Arts Council is coordinating a fun run for the founders day.
- There are 0 cases of West Nile Virus in Davis County.
- Asked staff to contact the Commons on 500 W regarding clearview violations.

Jenn Nielsen

- Reported that the 2 gas stations on 400 N had overgrown weeds.
- 4th of July went well. Will hold a debriefing meeting tomorrow.

Mark Preece:

- New management of the South Davis Sewer District gas program is going well.

10. Closed Session

MOTION: *Mark Preece made a motion to go into closed session to discuss the sale, exchange, or purchase of real property in the Police Training Room and to have the adjournment of that meeting be the adjournment of the regular meeting. Jenn Nielsen seconded the motion which PASSED.*

The vote was recorded as follows:

140	James Ahlstrom – Aye	Dell Butterfield – Aye
141	Kelly Enquist – Aye	Jenn Nielsen – Aye
142	Mark Preece - Aye	
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146	<i>The foregoing was approved by the West Bountiful City Council by unanimous vote of all members</i>	
147	<i>present on August 5th, 2025.</i>	
148		

149		
150		
151	<hr/> Remington Whiting, City Recorder	