

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Andrew Williams

550 North 800 West
West Bountiful, Utah 84087

City Recorder
Cathy Brightwell

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

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING
AT 7:30 PM ON TUESDAY, AUGUST 6, 2019 AT CITY HALL, 550 N 800 WEST**

Invocation/Thought – Mark Preece; Pledge of Allegiance – James Bruhn

1. Approve the Agenda.
2. Swear-In 2019-2020 Youth City Council.
3. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
4. Award of Well Drilling Contract for 400 North Well for \$798,110.
5. Consider Resolution 455-19, A Resolution Approving the Form of the Conditional Sale Agreements with Yamaha Motor Finance Corp. and Authorizing the Execution and Delivery Thereof.
6. Consider Award of Financial Advisor Services Contract.
7. Consider Re-Adopting Resolution 454-19, An Interlocal Cooperation Agreement with Davis County Relating to the CDBG Program for Federal Fiscal Years 2020, 2021, and 2022.
8. Consider Approval of Minutes from the July 16, 2019 City Council Meeting.
9. Public Works/Engineering Report.
10. Administrative Report.
11. Mayor/Council Reports.
12. Executive Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
13. Adjourn.

Those needing special accommodations can contact Cathy Brightwell at 801-292-4486 24-hrs prior to the meeting.
This amended agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on August 1, 2019.

MEMORANDUM



TO: Mayor & Council
DATE: July 26, 2019
FROM: Staff
RE: **Well Drilling Contractor Notice of Award**

This memo recommends the award of well drilling contract to Lang Drilling for \$798,110.00.

Background

For many years West Bountiful City has pursued an additional source of water to strengthen and protect the city's ability to provide culinary water to residents. Currently, the bulk of the city's water comes from purchases from Weber Basin Water Conservancy District, with supplemental amounts from the city's Stone Creek Well and purchases from Bountiful City's surplus water. An additional source controlled by West Bountiful City will protect from future cost increases and supply disruptions.

Location

After unsuccessfully drilling a well in 2012, the city commissioned a well siting study by hydrologists to find locations most likely to provide good sources of water. The current proposed location has an anticipated yield of between 600 to 1000 gallons per minute. The average peak summer demand is about 800 gallons per minute. Staff's goal is to develop a well that can meet the current summer peak demand of 800 gallons per minute. The land for the proposed well was obtained by way of lease from the Utah Department of Transportation at no cost to the city.

Staff is aware of concerns related to possible impacts from water wells on the region's water table. There are concerns that a drop in the water table contributed to or caused the settling issues in the Farm Meadows subdivision in Woods Cross City. While no one can guarantee that something like this will never happen in West Bountiful, staff recommends that the council consider the following points:

1. If West Bountiful does not pump at this proposed location, it is likely that the water will be pumped by others nearby or upstream.
2. Caution will be exercised during pumping to guard against impacts to the water table.
3. The problems in Woods Cross also appear to involve a pocket of abnormal soil conditions.

This location is not risk free, but available information leads staff to recommend proceeding.

Consultant

The City hired CRS Engineers in September 2018 to prepare bid documents for the new well. The consultant prepared the necessary documents to obtain approval from the State of Utah Divisions of Drinking Water and Water Rights to drill the well.

Bid Documents

The bid documents include costs for both a test well and a production well (contingent on the results of the test well). A smaller hole will be drilled first to determine the suitability (water quantity and quality) of proceeding with the production well. The contractor is also required to install a twenty-foot high sound wall 800 feet in length on the east and south side of the drilling operation to help mitigate light and noise impacts to neighboring properties.

Contractor Bidding

CRS solicited qualifications from well drillers who were interested in constructing the proposed well. Three companies submitted proposals and all three companies were "short listed". Of the three companies, only two submitted bids. Attached to this memo's is CRS's recommendation to award the project to Lang Drilling at a cost of \$798,110. CRS engineer's estimate was \$750,000.

If the test well proves unproductive. The cost for it is approximately half the overall contract cost.

Schedule

Once drilling begins, work will continue 24 hours per day until complete. Each drilling period (test well and production well) is expected to take a couple weeks. The start date for drilling is not known at this time. If a contract is awarded, staff will immediately begin working with nearby residents to inform them of the project and helping with any reasonable additional mitigation efforts.

Recommendation

Staff is recommending awarding the well drilling contract to Lang Drilling at a cost of \$798,110.



4246 S Riverboat Rd STE 200. Salt Lake City, UT 84123
o. 801.359.5565. f. 801.359.4272. crsengineers.com

July 19, 2019

Ben White
West Bountiful City, City Engineer
550 North 800 West
West Bountiful, UT 84087

Re: 400 North Well Drilling Recommendation of Award

Dear Ben,

Bids for the 400 North Well Drilling Project were received at City's offices at 2:00 PM today, July 18, 2019, and opened and read aloud. Two of the three pre-qualified bidders submitted bids as summarized below.

Contractor	Price
Lang Drilling	\$798,110.00
Hydro Resources	\$883,506.00

Based on these bid results, and the fact that each of these contractors was pre-qualified for this work, we recommend that the project be awarded to Lang Drilling for a contract value of \$798,110.00.

If you have any questions on the bids please call me at (801) 359-5565.

Sincerely,

CRS Engineers

Mark Chandler, PE, PG, CFM
Associate

Mark Chandler, PE, PG, CFM
Associate

c. 801.556.1765
mark.chandler@crsengineers.com



MEMORANDUM

TO: Mayor and City Council

DATE: August 1, 2019

FROM: Duane Huffman

RE: **Golf Cart Purchase – 10 Carts**

This memo summarizes a proposed purchase of 10 new golf carts to replace 10 carts that are scheduled to be sold-back in July of 2019. The following table summarizes the current and proposed golf cart fleet.

As with the purchases of previous carts, the financing arrangement with Yamaha and Highland Golf includes a guaranteed buy-back of the carts in 2024 for the remaining principal amount, so in essence the purchase acts more like a lease.

In 2018 staff researched other cart options, including other cart vendors and purchasing the carts outright. No other options provided better short-term or long-term value to the city.

Current (June 2019)

Golf Cart Year	Number of Carts	Payment/Year	Return
2008	10	\$0 (own)	-
2014	10	\$6,915.00	2019
2015	10	\$6,915.00	2020
2017	20	\$13,999.60	2022
2018	20	\$13,999.60	2023
Total	70	\$41,829.20	

Proposed (July 2019)

Golf Cart Year	Number of Carts	Payment/Year	Return
2008	10	\$0 (own)	-
2014	10	\$6,915.00	2019
2015	10	\$6,915.00	2020
2017	20	\$13,999.60	2022
2018	20	\$13,999.60	2023
2019	10	\$6,998.43	2024
Total	70	\$41,912.63	

WEST BOUNTIFUL CITY

RESOLUTION #455-19

A RESOLUTION APPROVING THE FORM OF THE CONDITIONAL SALE AGREEMENT WITH YAMAHA MOTOR FINANCE CORPORATION AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

Whereas, the City Council of West Bountiful has determined that the conditional purchase of twenty Yamaha golf cars described in the attached Conditional Sale is for a valid public purpose and is essential to the operations of the Lakeside Golf Course; and

Whereas, the City Council has reviewed the form of the Agreement and has found the terms and conditions acceptable; and

Be it resolved by the City Council of West Bountiful City as follows:

SECTION 1. The terms of said Agreement are in the best interests of the City.

SECTION 2. The appropriate officers and officials of the City are hereby authorized and directed to execute and deliver the Conditional Sale Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Conditional Sale Agreement for and on behalf of the City. The officers and officials of the City may make such changes to the Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the City Council and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Agreement.

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

Passed and approved by the City Council of West Bountiful City this 6th day of August, 2019.

Kenneth L Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder



CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of May 28, 2019 by and between Yamaha

Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and WEST BOUNTIFUL CITY, UTAH (hereinafter

call "Purchaser") having its principal office and place of business at 550 N. 800 WEST, WEST BOUNTIFUL, UT 84087.

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR

ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. TITLE AND ASSIGNMENT.

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 Assignment by Seller.

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. TAXES AND FEES.

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

- (a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.
- (b) The individual executing such was duly authorized to do so.
- (c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.
- (d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.
- (e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

- (a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or
- (b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or
- (c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes

shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary Transfer Constitutes Default. Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations. Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement. Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

*
WEST BOUNTIFUL CITY, UTAH

By: _____
Print Name: _____
Title: _____

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: _____
Print Name: Jeff Young
Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of WEST BOUNTIFUL CITY, UTAH (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of May 28, 2019, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Finance Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

SEAL

Secretary

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 200909

Dated May 28, 2019

1. This Schedule covers the following property ("Equipment"):

10 DR2A AFI GOLF CARS

2. Location of Equipment:

LAKESIDE GOLF COURSE

1201 N. 1100 WEST

WEST BOUNTIFUL, UT 84087

3. The Terms for the Equipment described herein shall commence on July 15, 2019 and shall consist of 61 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

5 ANNUAL PAYMENTS & 1 FINAL PAYMENT OF \$18,600.00 (APPLICABLE TAXES TO BE BILLED). STARTING JULY 2019 AND ENDING JULY 2024. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Jul-19 \$6,998.43 Jul-20 \$6,998.43 Jul-21 \$6,998.43 Jul-22 \$6,998.43 Jul-23 \$6,998.43 Jul-24 \$18,600.00

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$0.00

7. Other Terms:

Interest Factor: 4.88 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated May 28, 2019. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

WEST BOUNTIFUL CITY, UTAH

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By _____
Signature

Name: _____
Type or Print

Name: Jeff Young
Type or Print

Title: _____

Title: President

MEMORANDUM



TO: Mayor and City Council

DATE: August 1, 2019

FROM: Duane Huffman

RE: **Financial Advisor Services Award**

Staff issued the attached Request for Proposals – Financial Advisor Services. Two proposals were received prior to the August 1 deadline. Staff is currently evaluating both proposals with the intent of having a recommendation ready in advance of the August 6th meeting. Additional materials will be sent to the council as soon as they are available.

REQUEST FOR PROPOSALS
FINANCIAL ADVISOR SERVICES
West Bountiful City, Utah
July 19, 2019



I. INTRODUCTION

West Bountiful City plans to contract with a high-quality firm to provide full financial advisory services. These services would include financing and/or refinancing capital projects, analyzing current outstanding long-term debts, assisting with credit rating policies/strategies, assistance with assessment area financing, sale of securities including general obligation bonds or sales tax revenue bonds, and other financing activities as needed. Services may also be extended to the West Bountiful City Redevelopment Agency.

II. OBJECTIVE AND SCOPE

The City seeks to utilize the best combination of options available to adequately address the capital needs of the City, specifically a new public works' complex currently estimated to cost \$7 million. The selected Financial Advisor will be required to perform the following:

- A. Make studies and recommendations on methods and the structuring of financings including payment, security details, and bond specifications believed advantageous to the City.
- B. Provide the City with expert financial advice and assistance regarding financing techniques and options on matters pertaining to the issuance and sale of securities including general obligation bonds, sales tax revenue bonds, lease revenue bonds, tax increment bonds and other financing options for the city.
- C. Provide sophisticated cash flow, bond financing schedules, and sizing analyses for the City.
- D. Monitor the City's outstanding bonds and provide timely recommendations on refunding opportunities.
- E. To collaborate with recognized bond counsel, to be selected by the City, in connection with proceedings authorizing the issuance of bonds.
- F. To cooperate with an underwriter, to be selected by the City (if desired for any particular bond issuance), in connection with proceedings authorizing the issuance of bonds.
- G. Participate in the preparation of official statements setting forth financial and other information about the City and the bond issue.

- H. Participate in the drafting of documents utilized by the City in their financing.
- I. Have representatives present at meetings, when requested or notified, on matters concerning financial techniques and bond issues.
- J. Assist, as directed by the City, with presentations to rating agencies and bond insurance companies concerning the issuance.
- K. Assist the City with the selection of underwriters of a bond issue through a competitive selection process.
- L. Perform other functions normally associated with the scope of duties of a fully qualified financial advisor including advising the City on the public sale and/or private placement of bonds.
- M. Prepare and deliver presentations designed to facilitate an understanding of public sector financing and its implications to the West Bountiful City Council, other governing boards and the public as may be necessary.
- N. Provide the City with information and schedules needed for the production of necessary financial statements.

III. CONTENT OF PROPOSAL

Proposals will be evaluated on the criteria listed below. **Proposals shall be limited to 10 pages.**

- A. Discuss your firm's overall qualifications and experience in financial advisory work.
- B. List your firm's Utah municipal financial advisory work for the past three years.
- C. List your firm's particular areas of expertise as they relate to bond issuance and municipal financing.
- D. List examples of other successful debt issuance for cities or towns in Utah in which your firm participated within the past three years. Provide contact information for each municipality to be used as a possible reference.
- E. List the bond counsel firms with whom you have cooperated for municipal advisory work in the last three years.
- F. List those individuals who would be assigned to work with the City and include a brief resume and their specific role in this bond issue.
- G. List any computer resources, programs, personnel capabilities and the location of such services.
- H. List the proposed involvement of the City's staff in the election and financing process.

- I. Outline your firm's experience during the last three years with the major rating agencies.
- J. Give a description of the services your firm provides with regards to Continuing Disclosure. Include the fees for providing these services.
- K. Fees and expenses to be paid to the financial advisor will be negotiated as the scope of the advisor's involvement is determined. However, please indicate specific fees for following items (you may provide separate schedules for different bonds types, e.g. general obligation, sales tax revenues, etc.):
 - 1. Bonds with a par amount under \$2 million.
 - 2. Bonds with a par amount between \$2 million and \$5 million.
 - 3. Bonds with a par amount between \$5 million and \$10 million.
 - 4. Bonds with a par amount in excess of \$10 million.
 - 5. Any additional fees or reimbursed costs.
 - 6. Fees for services should the City fail to issue bonds.

IV. EVALUATION AND SELECTION

Proposals will be evaluated by the city officials based on the information requested above. Firms may be requested for an oral presentation, but the City may accept a proposal without any oral presentations. The City reserves the right to accept or reject any and all proposals.

It is the intent of the City to enter into a contract with the successful Financial Advisor for a term of five years with two additional one-year renewal options. The City reserves the option to extend the term for a period that would facilitate completion of any ongoing work in progress.

The City reserves the right to request a best and final offer. A recommendation will be presented to the City Council for consideration and approval.

V. SUBMISSION OF PROPOSALS

The preferred method of submitting your proposal is electronically in PDF format to dhuffman@wbcity.org. However, if you choose to submit hard copies, two copies of your proposal must be submitted to Duane Huffman, West Bountiful City Administrator, no later than Thursday, August 1, 2019 @ 3pm.

Questions concerning this request for proposals should be directed to Duane Huffman, City Administrator, by e-mail at dhuffman@wbcity.org.

MEMORANDUM



TO: Mayor & Council

DATE: August 1, 2019

FROM: Duane Huffman

RE: Re-Adoption of CDBG Interlocal Agreement with Davis County

The city council adopted an Interlocal Cooperation Agreement with Davis County related to the CDBG Program on June 4, 2019 which was designated as Resolution 454-19. The County is asking that the previous Resolution language be modified to follow their standard Resolution format.

WEST BOUNTIFUL CITY

RESOLUTION #454-19

A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

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, West Bountiful City and Davis County desire to enter into a cooperative agreement pursuant to the Utah Interlocal Cooperation Act, regarding the designation of Davis County as an urban county for purposes of entitlement funding for community development block grants (CDBG) and the City's participation in the same.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Bountiful City, Utah that the Interlocal Cooperation Agreement between West Bountiful City and Davis County related to the CDBG Program for Federal Fiscal Years 2020, 2021, and 2022, attached as Exhibit A, be approved.

EFFECTIVE DATE: This Resolution shall take effect immediately upon passage.

ADOPTED by the City Council of West Bountiful City, Utah, this 6th day of August 2019.

Ken Romney, Mayor

Voting by the City Council: Aye Nay

Councilmember Ahlstrom	_____	_____
Councilmember Bruhn	_____	_____
Councilmember Enquist	_____	_____
Councilmember Preece	_____	_____
Councilmember Williams	_____	_____

ATTEST:

Cathy Brightwell, Recorder

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2020, 2021 AND 2022.

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 2020, 2021, and 2022 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2019 and will remain in effect through the later of September 30, 2022, 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 Fair Housing Act, and to conduct and administer the grant in a manner that affirmatively furthers fair housing;
 - B. Comply with Section 109 of the Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975;
 - C. Comply with all other applicable laws; and
 - D. 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 nonviolent 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 Attn: City Administrator 550 North 800 West West Bountiful , UT 84087	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
--	--

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 PROGRAM FOR FEDERAL FISCAL YEARS 2020,
2021, AND 2022

DAVIS COUNTY, UTAH

Randy B. Elliott, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
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.

Michael D. Kendall
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 PROGRAM
FOR FEDERAL FISCAL YEARS 2020, 2021, AND 2022

CITY OF WEST BOUNTIFUL, UTAH


Kenneth Romney
Mayor
Dated: June 4, 2019

ATTEST:


Cathy Brightwell
City Recorder
Dated: June 4, 2019



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: JUNE 10, 2019

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, July 16, 2019** at West Bountiful City Hall, 550 N 800 West, West Bountiful, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members, James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, and Andy Williams

STAFF: Duane Huffman (City Administrator), Todd Hixson (Chief of Police), Ben White (City Engineer), Steve Doxey (City Attorney), Steve Maughan (Public Works Director), Dallas Green (Director of Golf), Cathy Brightwell (City Recorder)

VISITORS: Jessica Gertsch, Alan Malan, Doug & Dorothy Zesiger, Chris, Chloe, and Jason Meservy, Jay & Rosie Meservy, GL Thompson, Madeline Stokes, Melanie & Callan Larsen, Beth Holbrook, Hal Johnson

6:40 p.m. Work session to Discuss New Public Works Facility

Staff presented an overview of the preliminary designs and cost estimates from the architect for a new public works facility on 1200 North. The architect is engaged only to do this phase.

The design highlights include an insulated masonry building with block veneer consisting of approximately 21,600 sq.ft.: 16,500 sq.ft. for bays and workstations and 5,100 sq.ft. for office space. It has six pull-through bays and office space that includes conference rooms, locker/changing rooms, workstations, offices and a breakroom.

The design includes 11,500 sq.ft. of concrete apron around the bays, 13,000 sq.ft. of asphalt, a covered material storage facility along the eastern property lines, a wash-down building on the west fence line, and area for future expansion of bays and office space. The shop area has separate rooms to organize different functions – water, parks, etc., room for trucks and equipment, and a second-floor mezzanine at each end.

The total project cost is estimated at \$7M which includes \$4M for the main building, \$1.9M for site and ancillary construction, and \$1M for contingencies, design, furnishings, etc.

There was discussion about how much should be fenced, how much office space is really needed, whether the wash-down building should be attached to the main building or stand-alone, whether a fuel tank should be added, whether the 5th/6th bay is needed now or should be added later, and the idea of non-climatized storage in place of bays.

Regarding the wash bay, the preference is to attach it to the main building, but keep it separate from the bays. Interior storage in the bays is preferable to exterior storage.

47 Duane offered a few alternate ideas to cut down costs. 1) He showed a smaller version (Ben's) of
48 the office space. Steve believes the smaller floorplan is adequate and still provides some room for
49 growth. 2) Some smaller equipment could be moved between larger equipment in the bays to make
50 more room. 3) Use the existing public works building for parks equipment. 4) Limit the amount of
51 asphalt around the building, etc.

52
53 Money options were discussed. Duane offered three possibilities. 1) Phase the project over several
54 years using capital project funds, 2) Self-fund using contributions and/or loans from the water fund,
55 and 3) explore other options such as bonding.

56
57 Mayor Romney asked for comments. Several members agreed the extra bay should stay as it is
58 harder to expand later, and our expensive equipment needs to be inside. Office space can be cut
59 back to Ben's smaller proposal. There was discussion that it might be premature to make firm
60 decisions to cut back now; we should wait for better cost numbers.

61
62 Duane was asked to come back with more information on financing options and construction
63 options (i.e. design-build).

64
65 -----
66
67 Mayor Romney called the regular meeting to order at 7:32 pm. James Ahlstrom provided an
68 invocation and Mark Preece led the Pledge of Allegiance.

69
70 **1. Approve Agenda**

71
72 **MOTION:** *James Ahlstrom made a Motion to approve the agenda as presented. James*
73 *Bruhn seconded the Motion which PASSED by unanimous vote of all*
74 *members present.*

75
76 **2. Public Comment – two minutes per person, or five minutes if speaking on behalf of a**
77 **group.**

78
79 There was no public comment.

80
81 **3. Community Recognition**

82
83 Mayor Romney presented framed certificates recognizing the contribution of the following
84 community members to Jason Meservy – City of the Year, David Soper – Veteran of the Year,
85 Madeline Stokes – Youth of the Year, and Don & Dorothy Zesiger – Grand Marshals of July 4th
86 Parade.

87
88 **4. Presentation - UTA**

89
90 Beth Holbrook, trustee for Utah Transit Authority, introduced herself and explained she
91 represents Davis County and wants to discuss a proposed project – the Davis-SLC Community
92 Connector. She also introduced Hal Johnson who will be working on the project.

93

94 Mr. Johnson reviewed bus routes impacting West Bountiful and explained that like the rest of south
95 Davis County, ridership is critical even if the numbers are not high.

96
97 Previous transit studies have identified a need for connections between southern Davis County and
98 Salt Lake City and from community locations to FrontRunner. These connections will increase
99 mobility, connectivity and travel choices; support local and regional land use initiatives; promote
100 economic development; and improve environmental quality. It is intended to service current gaps
101 and markets not served, eliminate access and mobility barriers, revitalize deteriorating
102 neighborhoods and corridors, improve air quality, assist with projected growth, and provide bicycle
103 and pedestrian facilities.

104
105 The Davis-SLC Community Connector consists of a proposed bus rapid transit (BRT) line
106 connecting downtown Salt Lake City with North Salt Lake, Bountiful and the Woods Cross
107 FrontRunner station. The 11.8-mile corridor will run down Beck Street, Highway 89, and 200 West
108 to 500 South then west to the FrontRunner Station. BRT will utilize specialized buses, exclusive
109 bus lanes, signal priority, limited stops, off-board fare collection, ticket vending machines, level
110 boarding platforms, high-end shelters, and nice landscaping. Benefits to the community include
111 reliable, frequent transportation options, less congestion on I-15, improved air quality and options
112 to meet growing needs of the region by providing transit, bicycle, and pedestrian improvements.

113
114 Two current routes in the study area have some of the highest ridership in the UTA system; in
115 2014, there were 356,893 total boardings along the corridor. He added that the FrontRunner is at
116 capacity during rush hour and the South Davis County area is expecting 85% population growth
117 between 2010 and 2030. The planning level costs are around \$75M which include an
118 environmental study and conceptual engineering workscope. The legislature has earmarked money
119 for the study.

120
121 Ms. Holbrook and Mr. Johnson invited West Bountiful to participate in the study.

122
123 Mr. Johnson explained that bus routes change every August in response to changing needs of the
124 communities they serve. There is a Service Choices survey online that is currently analyzing results
125 in preparation for August changes.

126
127 In response to questions, Ms. Holbrook also talked about a pilot program – micro transit – that is in
128 trial in southwest Salt Lake County that operates similar to Uber with a mobile app. It uses a 15-
129 person vehicle to pick-up and drop-off riders and the hope is this could change the dynamic of
130 transportation by providing more options.

131
132 Mayor Romney thanked them for providing the information and asked to be kept informed as to the
133 progress of the project.

134
135 **5. Consider Cooperative Agreement with Utah Department of Transportation Regarding**
136 **Construction of Well on 400 North**

137
138 In the fall of 2018, the city hired a consultant to design a well to be constructed within
139 UDOT's 400 North street right of way, between the center 400 North street and the south 400

140 North street which they refer to as a frontage road. The well design is complete and has received
141 the necessary approvals from the State's Division of Drinking Water and Division of Water Rights.
142

143 This proposed UDOT agreement is the last hurdle to obtain permission to proceed. It gives the city
144 the right to construct and maintain a well provided it is outside the highway right of way (the center
145 or principal 400 North street). The location of the proposed well complies with this requirement.
146 The city will maintain the property as part of an easement and UDOT will maintain ownership.
147

148 Ben White added that our engineering consultant will receive bids to drill the well on Thursday so
149 a request for bid award is likely for the next meeting. Because drilling will run 24-hours a day, a
150 20-foot high sound wall will be built around the well site to minimize noise to surrounding
151 properties. No resident notice has been given at this point.
152

153 There was a question about whether this well will eliminate the need to purchase water from
154 Bountiful. Ben responded that it will although Bountiful will be available as a redundant source in
155 case of emergency.
156

157 **MOTION:** *James Ahlstrom made a Motion to Approve the Cooperative Agreement with*
158 *UDOT Regarding Construction of a Well on 400 North. Andy Williams*
159 *seconded the Motion which passed unanimously.*

160
161 **6. Consider Ordinance 416-19, An Ordinance Updating Construction Standards and**
162 **Specifications for West Bountiful City**
163

164 Ben White presented changes to the City's construction standards which are proposed due
165 to observed construction trends and observations by city public works personnel, and recent
166 changes to the city municipal code. Construction standards are defined as Land Use Regulation so
167 must be adopted by ordinance.
168

169 Substantive changes include: 1) update the distance between main and accessory structures to 8
170 feet; 2) Update minimum pavement thickness to 4 inches; 3) Prohibit the splicing of water service
171 laterals between the water main and water meter setter; 4) New detail for water meters located in
172 driveways; 5) Require concrete bases for all new residential streetlights; and 6) Require all new
173 sidewalks to be 6 inch thick concrete. This will eliminate the need to remove and replace sidewalk
174 where driveways are located which is costly and can damage the remainder of the sidewalk during
175 construction. The thicker concrete will hold up much better across the entire property.
176

177 **MOTION:** *James Ahlstrom made a Motion to Approve Ordinance 416-19 updating*
178 *Construction Standards and Specifications for West Bountiful City. James*
179 *Bruhn seconded the Motion which PASSED.*

180 The vote was recorded as follows:

181 James Ahlstrom – Aye Mark Preece – Aye
182 James Bruhn – Aye Andy Williams – Aye
183 Kelly Enquist – Aye
184

185 **7. Appointment of Poll Workers for 2019 Primary Election.**
186

187 Each municipal legislative body is required to appoint poll workers for a local election at
188 least fifteen days before an election. As part of the interlocal agreement with Davis County, poll
189 workers are recruited and trained through the Davis County Clerk's office. The following poll
190 workers are recommended for appointment: Elizabeth Carver – Poll Manager, Lucile Eastman –
191 Receiving Clerk, and Esther Miller – Ballot Clerk.

192
193 **MOTION:** *Mark Preece made a Motion to Appoint the Recommended Poll workers for*
194 *the 2019 Municipal Primary Election. Andy Williams seconded the Motion*
195 *which passed unanimously.*

196 **8. Purchase approvals: 10 Computers - \$13,000 (Police); Tellus (FATPOT) Records**
197 **Management System Annual Maintenance and License - \$15,815.86 (Police); Two**
198 **Service Trucks - \$78,000 (Public Works)**
199

200 The FY 2020 Budget includes funding for the items described above. The computer prices
201 are based on the State Contract rates, the FATPOT expense is the annual maintenance and licensing
202 of the police department's records management system, and the trucks – 2 Chevrolet Silverado
203 3500HD – include needed mechanical and safety equipment and are at or below current state
204 contract prices.

205
206 There was discussion about the police computers which will replace old computers that no longer
207 support necessary software. As they were purchased at state contract rates, multiple bids were not
208 requested. Chief Hixson also explained that the department has used FATPOT as its records
209 management system for about ten years.

210
211 It was suggested that future purchase approval requests include additional back-up material
212 supporting the proposed costs and multiple bids or quotes.

213
214 **MOTION:** *Andy Williams made a Motion to approve the purchase of ten new police*
215 *computers for \$13,000, police records management system (FATPOT)*
216 *annual maintenance and licensing for \$15,815.86, and two public works*
217 *service trucks for \$78,000. James Ahlstrom seconded the Motion which*
218 *PASSED by unanimous vote of all members present.*
219

220 **9. Consider Tuition Reimbursement Agreement – Dallas Green.**
221

222 Duane Huffman summarized the key terms of the agreement to provide tuition
223 reimbursement for the current acting golf director, Dallas Green. He noted that investing in
224 employee education, especially in critical positions, is an excellent way to encourage retention,
225 improve morale, and increase productivity. Mr. Green will be attending Weber State business
226 school with a major in Professional Sales and Merchandising. He will be eligible to receive up to
227 \$8K in tuition and fee reimbursement, and he agrees to remain in his position until at least August
228 2021 or he will repay the funds provided.
229

230 **MOTION:** *Mark Preece made a Motion to approve the Tuition Reimbursement*
231 *Agreement for a maximum of \$8,000 for Dallas Green. Andy Williams*
232 *seconded the Motion which PASSED by unanimous vote of all members*
233 *present.*
234

235 **10. Consider Employment Agreement for City Administrator.**

236
237 This is the third employment agreement for Duane Huffman, which provides protection and
238 value for both the city and the employee.
239

240 **MOTION:** *Andy Williams made a Motion to Approve the Employment Agreement for*
241 *Duane Huffman. Kelly Enquist seconded the Motion which PASSED by*
242 *unanimous vote of all members present.*

243
244 **11. Consider Approval of Minutes from the June 18, 2019 City Council Meeting.**

245
246 **MOTION:** *Mark Preece made a Motion to Approve the Minutes from the June 4, 2019*
247 *City Council Meeting as presented. James Bruhn seconded the Motion*
248 *which PASSED by unanimous vote of all members present.*

249 **12. Police Report (Chief Hixson)**

- 250
- 251 • The background investigation is complete on potential volunteer reserve officer, Chris
 - 252 Fiedler. He will move on to the final part of the background check and upon successful
 - 253 completion will be offered the position.
 - 254 • Officer Brennan Halliday is progressing through field training and is doing well.
 - 255 • Sergeant Jeremy Adams celebrated his 21-year anniversary with the city this week.
 - 256 • The July 4th events went well. Having officers on bicycles helped control the crowd on
 - 257 800 W from getting in the roadway and near the floats but it did not solve the problem.
 - 258 There was a discussion on establishing requirements for participants that want to throw
 - 259 candy. There were suggestions to limit it to adults, provide better education to
 - 260 participants on how to safely throw candy, and to paint or tape off the side of the road to
 - 261 better clarify where people are allowed to stand. It was noted that we have not had any
 - 262 reports of injuries in the past.

263
264 **13. Public Works/Engineering Report.**

265
266 **Steve Maughan –**

- 267 • Paving is scheduled for Thursday for the city hall parking lot and the north end of the
- 268 school lot.
- 269 • Pages Ln will be closed for paving on Wednesday and Thursday.
- 270 • Jessi's Meadow is finally moving along. Paving is scheduled for Jessi's Meadow Circle
- 271 and Jessi's Meadow Way next Monday and Tuesday. Secondary water will be shut off
- 272 on Friday to ensure the road is dry for paving.
- 273 • All other projects are moving along.

274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318

Ben White –

- Construction on the new concession/restroom building will start next Monday. Materials have been selected similar to the golf course restroom.

14. Administrative Report (Duane Huffman).

- Primary election is on August 13, so the planning commission meeting is canceled. The candidates chose to delay a Meet the Candidates night until after the primary and prefer a meet and greet instead of debate format.

15. Mayor/Council Reports.

James Ahlstrom – asked about the plans to build the Onion Parkway trail extension now that the city has purchased a piece of the Eastman’s property. Mr. Huffman said it will likely be next spring.

Mark Preece – asked about a home in Kinross Estates that has a lot of large trucks, trailers and equipment on the property. Would like staff to look into the issue.

Sewer district – Dominion Energy brought people out from their headquarters to talk about buying into the anerobic digester project. The algae part of the project may move from North Salt Lake to West Bountiful because they still have not been able to make it work at the south plant. Output is not food grade yet, but they are getting close. The real money and demand will be in the output of gas.

James Bruhn – Parade and activities at the Park went really well over July 4th – it was a big success. He did receive a complaint from Rich Hullinger, who is in a wheelchair and couldn’t get off the ADA ramp at Pages and 800 W because cars were parked in front of it. As a result, he had to leave and wasn’t able to see the parade.

There will be an appreciation dinner for the Arts Council on August 1. Council members are invited and should RSVP as soon as possible.

Andy Williams – The Youth Council enjoyed helping with the park activities but next year would like to focus more on food contests where more help was needed. They are currently planning their fall retreat which will be in Park City in early September. Paul Maloy continues to do a great job.

Regarding the 1100 West sidewalk project, he received a request for a crosswalk at Millbridge Ln.

Would also like an update on cleaning the ditch at the south end of hole #2 at the golf course. Duane responded that it is being worked on and is expected to be a good project for the new backhoe.

Kelly Enquist – Stated appreciation for all council members, committees, employees, and everyone who was involved with the July 4th celebration.

319 Mayor Romney – Thanked all the employees who helped with the July 4th events. Public works
320 and police officers did a great job. He liked having the police on bicycles along the parade
321 route; it appeared to help with crowd issues and kids running into the street.

322 He commented that he is seeing an increase of large box (semi-truck) trailers in
323 yards around the city and is curious why.
324

325 **16. Executive Session for the Purpose of Discussion Items as Allowed Pursuant to UCA**
326 **52-4-205(1)(a) and (d).**

327
328 No executive session was needed.
329

330 **17. Adjourn.**

331
332 **MOTION:** *James Ahlstrom made a Motion to Adjourn this meeting of the City Council*
333 *at 9:35 p.m. James Bruhn seconded the Motion which PASSED by*
334 *unanimous vote of all members present.*

335
336 -----
337
338 *The foregoing was approved by the West Bountiful City Council on August 6, 2019 by unanimous*
339 *vote of all members present.*
340

341
342
343 _____
344 Cathy Brightwell (City Recorder)