

**Mayor**  
Kenneth Romney

# **WEST BOUNTIFUL CITY**

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom

550 North 800 West  
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**City Recorder**  
Cathy Brightwell

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**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## **SPECIAL CITY COUNCIL MEETING**

**THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD  
A SPECIAL MEETING AT 7:00 PM ON THURSDAY,  
MARCH 4, 2020 AT CITY THE CITY OFFICES,  
550 N 800 WEST**

1. Approve the Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Notice of Award for 2020 Concrete Replacement Project to Smith Brothers Construction for up to \$109,630.
4. Resolution 462-20 – A Resolution Approving the Fourth Amendment to the 2016 Interlocal Cooperation Agreement Between Davis County and the City of West Bountiful for Animal Control Services.
5. Review Construction Improvements Associated with New School – Fence, Bowery, Pickleball.
6. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205 (If Needed).
7. Adjourn.

Those needing special accommodations can contact Cathy Brightwell at 801-292-4486 24-hours prior to the meeting.

*This 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 March 3, 2020.*

# MEMORANDUM



**TO:** Mayor and City Council

**DATE:** March 3, 2020

**FROM:** Duane Huffman

**RE:** **Notice of Award for 2020 Concrete Replacement Project**

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This memo summarizes the 2020 Concrete Replacement Project and recommends a notice of award to Smith Brothers Construction.

## Background

After consultation with the city council on the scope and to keep Havenwood Subdivision funds separate, the project was broken out into the following Schedules:

- Schedule A includes concrete replacement and repair associated with the Havenwood Subdivision. This will be funded by bond proceeds associated with the incomplete subdivision.
- Schedule B includes concrete replacement associated with a project at 2300 North and 700 West, general sidewalk repair/replacement, and a sand storage project at the golf course. There is a chance that the golf course project will be removed from this project and handled by the course.

All work is to be completed no later than September 30, 2020.

## Bids

Attached to this memo is a bid summary. Smith Brothers Construction was the low bid on both Schedules A and Schedule B. As all the work performed will be done on a unit-cost basis, the total costs shown are estimates.

- Schedule A: \$44,200
- Schedule B: \$65,430
  - o Golf Course: \$10,640
  - o 2300 N/700 W: \$44,000
  - o Misc. Sidewalk: \$10,790

## Recommendation

Staff recommends a notice of award to Smith Brother Construction for both Schedule A and Schedule B.

Misc Concrete Replacement Project

Schedule A			Smith Bros		Romero Construction		Triple J Concrete		ACME		Thurgoood Excavating	
Mobilization	1	Lump Sum	3000	3,000	5000	5,000	10000	10,000	10420	10,420.00	13000	13,000
Demolish Existing Concrete Curb and Gutter	1150	Lineal Ft	4	4,600	6	6,900	15	17,250	12.55	14,432.50	27	31,050
Demolish Existing Concrete Sidewalk or Driveway	150	SF	15	2,250	3	450	3.5	525	10.65	1,597.50	28	4,200
30" Concrete Curb and Gutter	1150	Lineal Ft	23	26,450	45	51,750	35	40,250	43.9	50,485.00	25	28,750
6" Thick Concrete Sidewalk	150	SF	16	2,400	10	1,500	8.5	1,275	12.6	1,890.00	16	2,400
Reconstruct Existing Storm Drain Box	1	Each	3500	3,500	3000	3,000	2000	2,000	750	750.00	3250	3,250
Concrete Curb Crack Repair	8	Each	250	2,000	50	400	100	800	150	1,200.00	375	3,000
				<b>44,200</b>		<b>69,000</b>		<b>72,100</b>		<b>80,775.00</b>		<b>85,650</b>
Schedule B											0	
Mobilization	1	Lump Sum	3000	3,000	5000	5,000	10000	10,000	9310	9,310.00	0	0
Demolish Existing Concrete Curb and Gutter	250	Lineal Ft	4	1,000	6	1,500	5	1,250	12.75	3,187.50	0	0
Demolish Existing Concrete Sidewalk or Driveway	1000	SF	4	4,000	3	3,000	3	3,000	4.95	4,950.00	0	0
Remove and Replace Asphalt Surface with Minimum 4" Asphalt Surface	1600	SF	8	12,800	8	12,800	12	19,200	8.2	13,120.00	0	0
24" Concrete Curb and Gutter	208	Lineal Ft	30	6,240	40	8,320	35	7,280	37.35	7,768.80	0	0
30" Concrete Curb and Gutter	50	Lineal Ft	55	2,750	45	2,250	40	2,000	45.15	2,257.50	0	0
Remove and Replace 2300 North Valley Gutter	1	Each	14000	14,000	10000	10,000	14000	14,000	8580	8,580.00	0	0
6" Thick Concrete Sidewalk	1000	SF	8	8,000	10	10,000	6.5	6,500	12.6	12,600.00	0	0
ADA Ramp	1	Each	3000	3,000	2000	2,000	2000	2,000	2450	2,450.00	0	0
7.5" Golf Course Concrete Flat Work	1064	Square Feet	10	10,640	10	10,640	5.5	5,852	6.65	7,075.60	0	0
				<b>65,430</b>		<b>65,510</b>		<b>71,082</b>		<b>71,299.40</b>		<b>0</b>

# MEMORANDUM



**TO:** Mayor & Council  
**DATE:** March 3, 2020  
**FROM:** Duane Huffman  
**RE:** **Animal Control Agreement Amendment**

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In July 2016, the city adopted a new interlocal agreement for animal control services with Davis County. The new agreement contemplated annual payment adjustments based on costs, city use, and capital needs.

The attached resolution is for the cost amendment for the 2020 calendar year. The table below compares the costs from 2016 to 2020.

Animal Control Costs					
	2016	2017	2018	2019	2020
General Animal Control	\$7,236.31	\$9,153.70	\$11,197.88	\$13,254.95	\$15,379.99
Wildlife	\$1,519.25	\$1,184.50	\$1,210.25	\$2,034.25	\$2,060.00
Capital Needs	\$590.10	\$646.64	\$741.84	\$780.37	\$759.76
<b>Total</b>	<b>\$9,345.66</b>	<b>\$10,984.84</b>	<b>\$13,149.97</b>	<b>\$16,069.57</b>	<b>\$18,199.75</b>

Despite this year's cost increase, staff continues to recommend participation with the county as the most effective method of providing animal control services, and hence recommends the adoption of the amendment.

**WEST BOUNTIFUL CITY**

RESOLUTION #462-20

***A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE 2016 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES***

**WHEREAS**, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

**WHEREAS**, the parties previously entered into a 2016 Interlocal Cooperation Agreement for Animal Control Services which is labeled Davis County Contract No. 2016-256, and by which the County agreed to provide animal services to the City, the term of which shall run through December 31, 2020; and

**WHEREAS**, the parties amended Davis County Contract No. 2016-256 by adopting Amendment 1 on March 21, 2016, Amendment 2 on June 26, 2018, and Amendment 3 on February 5, 2019.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful City that Amendment No. 4 found in Exhibit A is hereby adopted and amends said sections of Davis County Contract No. 2016-256.

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

Passed and approved by the City Council of West Bountiful City this 4<sup>th</sup> day of March 2020.

\_\_\_\_\_  
Ken Romney, Mayor

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

ATTEST:

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

**AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 4 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 4”) is made and entered into as of January 1, 2020, by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

**RECITALS**

This Amendment No. 4 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-256 (the “Agreement”); and
- B. The Parties, through this Amendment No. 4, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 4, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2020 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2020 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,207,222.48
	Operating:	\$314,449.00
	Capital Equipment:	\$139,794.00
	Allocations:	+ \$134,055.24
	Total Expenditures:	\$2,795,520.72
Projected 2020 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$48,000.00
	Wildlife Fees:	\$59,173.50
	Donations:	+ \$12,500.00
	Total Revenues:	\$520,173.50
Projected 2020 Expenditures Less Projected 2020 Revenues:		\$2,795,520.72 - \$520,173.50 \$2,275,347.22
Combined Cities’ 50% Obligation:		\$2,275,347.22 x 50% 1,137,673.61
Average of the City’s Total Billable Calls for 2018 and 2019:		138.00
Average of Combined Cities’ Total Billable Calls for 2018 and 2019:		10,208.00
The City’s 2019 Usage Rate:		138.00 / 10,208.00 1.35%
The City’s 2020 Calendar Year Obligation to the County:		\$15,379.99

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2019:	80
Cost to City for Each Wildlife Call in 2019:	\$25.75
The City's 2020 Calendar Year Obligation to County for Wildlife Calls:	\$2,060.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2020 calendar year obligation to the County for the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2020 Obligation of the Combined Cities:	\$56,200.00
The City's 2019 Usage Rate:	1.35%
The City's 2020 Calendar Year Obligation to the County:	\$759.76

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 4, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p> <p>_____ Davis County Clerk/Auditor Date: _____</p> <p>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Davis County Attorney's Office Date: _____</p>	<p>WEST BOUNTIFUL CITY</p> <p>By: _____ Mayor Date: _____</p> <p>ATTEST:</p> <p>_____ City Recorder Date: _____</p> <p>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p>_____ City Attorney Date: _____</p>
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# MEMORANDUM



**TO:** Mayor and City Council

**DATE:** March 3, 2020

**FROM:** Duane Huffman

**RE:** **Improvements Associated with New School**

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The purpose of this memo is to facilitate a brief update and discussion on improvements associated with the new school. The improvements are categorized as follows: (1) Fencing, (2) Pavilion, and (3) Pickleball.

## Fencing

Attached with this memo is an exhibit showing newly proposed fencing along the southern portion of the city hall building. The purpose of this fencing is to create a deterrent barrier related to police vehicles and entrance for individuals accessing the new school and pickleball area. I believe the school will fund a chain-link fence, but perhaps the council would like to consider something like wrought iron or aluminum.

## Pavilion

As previously discussed, the school district proposed moving the existing pavilion to the north. This coincides with the need to replace the current structure. The current plan is for the school district to cover the costs for demolition and the new concrete pad, and for the city to provide the new structure. Before the district can design the pad, they need the specifics of the structure to provide a proper foundation.

Prior to the council meeting, staff will circulate pavilion options and pricing to the council.

## Pickleball

Staff continues to work on options with the school district for pickleball courts as shown in the exhibit. The school district may have costs available in time for the meeting, but in general staff estimates courts to cost between \$20K-\$25K each, plus any additional improvements such as lighting or small pavilions.

