

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, November 10, 2020

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged not to attend in person and to view the meeting online. The link to view the meeting can be found on the Bountiful City website homepage. If there is a public hearing listed on the agenda that you would like to submit a comment for, please email that comment prior to the meeting to info@bountifulutah.gov and indicate in the email if you would like your comment read at the meeting.

AGENDA

6:30 p.m. – Work Session

1. Bar J Wranglers Concert discussion – Mr. Gary Hill
2. Bountiful Town Square grand opening discussion – Mr. Gary Hill

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on September 29 & October 13 & 27, 2020 p. 3
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid October 26, 2020 p. 15
 - b. September 2020 Financial Report p. 17
7. Consider approval of Resolution 2020-16 re-appointing Mayor Randy Lewis to the South Davis Sewer District Board of Trustees – Mr. Gary Hill p. 31
8. Consider approval of a contract with the Tanner Company to perform a Comprehensive Network Security Audit in the amount of \$21,550 – Mr. Alan West p. 33
9. Consider approval of: - Mr. Galen Rasmussen p. 35
 - a. Resolution 2020-17 approving an interlocal agreement with the South Davis Recreation District to share CARES Act funding
 - b. Resolution 2020-18 approving an interlocal agreement with the Mosquito Abatement District – Davis to share CARES Act funding
10. Fiscal Year 2020 Comprehensive Annual Financial Report (CAFR) p. 47
 - a. Presentation of the FY 2020 CAFR – Mr. Tyson Beck
 - b. Independent Financial Statement Audit Presentation FY 2020 – Mr. Gary Keddington
11. Consider approval of the purchase of three 2021 Kawasaki 750 four-wheelers from Renegade Sports in the amount of \$33,039 – Mr. Brock Hill p. 49
12. Consider approval of a two-year Residential Curbside Recycling Service Agreement extension with Ace Recycling – Mr. Charles Benson p. 51
13. Consider approval of Ordinance 2020-10 amending the Land Use Code regarding ADUs – Mr. Francisco Astorga p. 61
 - a. Public Hearing held on October 13, 2020
 - b. Action
14. Consider approval of Resolution 2020-19 authorizing the reappointment of Glenn Bronson as the Bountiful City Administrative Law Judge – Mr. Clinton Drake p. 69
15. Adjourn


City Recorder

1 Minutes of the
2 BOUNTIFUL CITY COUNCIL

3 September 29, 2020

4 4:30 p.m.

5
6 Present:

7 Mayor	Randy Lewis
8 Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, 9 Richard Higginson, Chris R. Simonsen
10 City Manager	Gary Hill
11 City Engineer	Lloyd Cheney
12 Planning Director	Francisco Astorga
13 City Attorney	Clinton Drake

14
15 Official notice of the City Council Meeting was given by posting an Agenda at the temporary
16 City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website and the
17 Utah Public Notice Website and by providing copies to the following newspapers of general
18 circulation: Davis County Clipper and Standard Examiner.

19
20 **Regular Session – 4:30 p.m.**
21 **South Davis Metro Fire Station Conference Room**

22
23 Mayor Lewis called the meeting to order at 4:40 p.m. and welcomed those in attendance.

24
25 **CONSIDER APPROVAL OF:**

- 26 a. **RESOLUTION 2020-12 WHICH APPROVES AN INTERLOCAL AGREEMENT**
27 **WITH DAVIS COUNTY FOR PARTICIPATION IN THE DAVIS CARES**
28 **BUSINESS GRANT PROGRAM – MR. CLINT DRAKE**
29 b. **RESOLUTION 2020-13 WHICH APPROVES AN INTERLOCAL AGREEMENT**
30 **WITH THE SOUTH DAVIS METRO FIRE SERVICE AREA FOR A CARES ACT**
31 **FUND TRANSFER – MR. CLINT DRAKE**

32 Mr. Drake explained that these two interlocal agreements had been approved by the Council
33 at the September 22 City Council meeting and these are the corresponding resolutions.

34 Councilwoman Bradshaw made a motion to approve Resolution 2020-12 and 2020-13 and
35 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
36 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

37
38 **ADJOURN TO A CLOSED SESSION TO DISCUSS THE ACQUISITION OR SALE OF**
39 **REAL PROPERTY, PENDING LITIGATION AND/OR TO DISCUSS THE CHARACTER**
40 **AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH CODE §54-4-205).**

41 Councilwoman Bradshaw made a motion to adjourn to a closed session and Councilwoman
42 Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
43 Higginson and Simonsen voting “aye”.

44
45 **ADJOURNED TO CLOSED SESSION AT 4:50 P.M.**

1 **RECOVERED IN A REGULAR SESSION**

2 Councilman Simonsen made a motion to reconvene in a regular session and Councilman
3 Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
4 Higginson and Simonsen voting “aye”.

5
6 **ADJOURN**

7 Councilman Simonsen made a motion to adjourn the meeting and Councilwoman Bahr
8 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
9 and Simonsen voting “aye”.

10
11 The regular session of City Council was adjourned at 6:15 p.m.

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17 *Mayor*

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21 *City Recorder*
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Minutes of the
BOUNTIFUL CITY COUNCIL

October 13, 2020
7:00 p.m. – Regular Session

Present:

Mayor	Randy Lewis
Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson and Chris R. Simonsen
City Manager	Gary Hill
City Engineer	Lloyd Cheney
Planning Director	Francisco Astorga
City Attorney	Clinton Drake
Finance Director	Tyson Beck
Police Chief	Tom Ross
Power Director	Allen Johnson
Streets Director	Charles Benson
Recording Secretary	Darlene Baetz

Official notice of the City Council Meeting was given by posting an Agenda at the temporary City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Clipper and Standard Examiner.

Regular Meeting – 7:00 p.m.
South Davis Metro Fire Station Conference Room

Mayor Lewis called the meeting to order at 7:04 p.m. and welcomed those in attendance. John Eggett led the Pledge of Allegiance and President Lance Regis, 2nd Counselor in the Bountiful South Stake presidency, offered a prayer.

PUBLIC COMMENT

The public comment section was started at 7:06 p.m.

Ruth Cole (945 East 750 North) is concerned about the bond to acquire more public lands and would like to encourage the Council to look at how the current City properties can be well maintained. She gave the Council members pictures of the flower beds in the City that she feels need care.

John Eggett (Bountiful resident) is proud to be an American and to be associated with the Veterans' Park. He is proud of how nice the park turned out.

The public comment section was ended at 7:14 p.m.

**CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD ON
SEPTEMBER 22, 2020**

Councilwoman Harris made a motion to approve the minutes of the previous meeting held on September 22, 2020 with one correction to Page 5 Line 4 "Councilwoman ~~man~~ Bradshaw ". Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting "aye".

1
2 **COUNCIL REPORTS**

3 Councilman Higginson did not have a report.

4 Councilwoman Bahr did not have a report.

5 Councilwoman Harris did not have a report but did give a shout out for the Veteran’s Park.
6 She thanked the members of the Board of Directors for the Veterans’ Park for all the support and help

7 Councilwoman Bradshaw reported that she serves on Lakeview Hospital board and noted that
8 there is a drug take-back drive through on October 24 at 10:00 a.m. at the hospital.

9 Councilman Simonsen reported about the Veterans’ Park. Groundbreaking for the Veterans’
10 Park was six months ago. On October 13, 2020, the monuments, walls, and center stage with the
11 Columbia statue was placed. He introduced three members of the team that helped with the park.

12 Rob Vandegrift, Chief Designer of the Veterans’ Park. October 13, 2020 was a big day for
13 the Park with the installation of 3700 veteran names on five of the seventeen walls. The park is
14 beyond what he thought the park would look like. He thanked the City Council members for the
15 opportunity to help with this.

16 Mike Eggett, Chief Overseer of the Construction. He was happy to be asked to help with the
17 project and to be on the committee for the park and glad to be able to help with this great project.

18 Ron Mortenson oversees Veterans relationships and names for the wall. This Veterans’ Park
19 was funded by private donors who contributed to this park and thanked all those who donated to
20 make this happen.

21 Mayor Lewis thanked the men for all their hard work and expressed how spectacular the park
22 is and that it far exceeded any expectation that he had.

23
24 **BCYC REPORT**

25 Emma Moulton, City Manager of the Bountiful City Youth Council reported that the BCYC
26 is back on a regular schedule and will meet on the 1st and 3rd Tuesdays at North Canyon Park. The
27 BCYC is currently planning for the annual Pumpkin Patch being held on Saturday, October 24 which
28 she noted is a fun Halloween activity for the kids.

29 Councilwoman Bahr reported that the Youth Council was able to help with the Veterans’ Park
30 and made some great memories of their service there.

31
32 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID**
33 **SEPTEMBER 14, 21 & 28, 2020 AND AUGUST 2020 FINANCIAL REPORT**

34 Councilwoman Bahr made a motion to approve the expenditures greater than \$1.000 paid
35 September 14, 21 & 28, 2020 and August 2020 Financial report and Councilwoman Harris seconded
36 the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and
37 Simonsen voting “aye”.

38
39 **RECOGNITION OF GARY BLOWERS – MR. LLOYD CHENEY**

40 Lloyd Cheney recognized Gary Blowers, recently retired Streets, Storm Water, Sanitation,
41 Landfill and Recycling Department Director, for his 30 years of service to the City. Mr. Cheney
42 spoke of Mr. Blowers’ dedication and hard work as he spent summers with hot asphalt and winters
43 driving snowplows. He acknowledged Mrs. Blowers support and thanked her for her support of Gary
44 during his employment with the City.

45 Mr. Blowers thanked the City Council for the recognition and will miss the association with
46 the City employees. He noted that he spent most of his working life in Bountiful and has worked
47 through floods, snow, ice, windstorms and spent only one Christmas with his wife and family
48 because of Christmas snowstorms.

1 Mayor Lewis noted that Bountiful City has 159 miles of roads and are snowplowed on each
2 side of the road indicating how much plowing is done.

3
4 **CONSIDER APPROVAL OF THE PURCHASE/PAYMENT OF THE FOLLOWING**
5 **WINDSTORM-RELATED EXPENSES – MR. ALLEN JOHNSON**

6 Mr. Johnson explained that the remaining expenses to be paid that are related to the
7 windstorm include 46 wood poles from McFarland Cascade/Stella Jones Corporation in the amount
8 of \$29,400, the amount of \$50,040 to Hunt Electric for emergency services and Provo City for their
9 mutual aid services of \$28,000.

10 Councilman Higginson made a motion to approve the purchase and payments of the
11 windstorm-related expenses in the amount of \$107,440 and Councilwoman Bradshaw seconded the
12 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
13 voting “aye”.

14
15 **CONSIDER APPROVAL OF ORDINANCE 2020-10 AMENDING THE LAND USE CODE**
16 **REGARDING ADUs – MR. FRANCISCO ASTORGA**

17 Mr. Astorga explained that in September of 2018, the City Council amended the Land Use
18 Code §14-14-124 and §14-3-102 regarding accessory dwelling units (ADUs). The Planning
19 Department would like to fine tune these sections of the Code and has initiated this text amendment
20 to do so. Accessory dwelling units are listed as a conditional use and are reviewed and approved by
21 the Bountiful City Administrative Committee they agreed with these proposed changes. Since the
22 changes made to the code in 2018, there have been 26 Conditional Use Permits approved for ADUs.

23 The Planning Department received several phone calls and visits from citizens from one
24 neighborhood this week who were worried about an ADU in their area. The Planning Department
25 staff held a question and answer meeting in the neighborhood.

26 Mr. Astorga presented each of the proposed amendments to the ADU Code and noted ADUs
27 would not qualify as a duplex because the owner needs to occupy the home. Mr. Astorga showed a
28 map of where current ADUs are located in Bountiful and compared data from other cities including
29 the percentage of the primary dwelling and the ADU and the maximum square footage allowed.

30 Mr. Gary Hill stated the state legislature required cities to adopt regulations to provide more
31 moderate-income housing. The Cities were given an opportunity to adopt a minimum of three of the
32 regulations and Bountiful City made a choice to adopt four.

33
34 Mayor Lewis opened the **PUBLIC HEARING** at 8:06 p.m.

35
36 Ms. Darlene Baetz read three letters received by email from Bountiful residents (who chose
37 this option of comment due to COVID concerns) asking to have their comments read during the
38 public hearing (letters attached).

39 Doug and Marie Burke (1501 North 700 East)

40 Kamille Fox (Bountiful Resident)

41 Mark Gibbons (1524 North 725 East)

42
43 Jace Riley (1567 North 700 East) moved to Bountiful because the City does allow accessory
44 dwelling units. He spoke about the increase of home prices and feels that there is a need for ADUs to
45 provide an opportunity for moderate income properties and others to live in Bountiful. He feels that
46 the percentage of square footage for the ADU should be increased to a 50/50 or 49/51%.

1 David Hill (Bountiful resident) feels that the first two letters that were read were off the mark.
2 The last letter was more in line with his feelings. The ADU would help renters get out of apartments
3 and contribute to the neighborhood and community. Mr. Hill asked for clarification as to who is
4 paying for bond signs.

5 Mayor Lewis said that the bonds signs around town are all privately funded.

6 Dalane England (671 Chelsea Dr) thanked the City Council as the restrictions that were
7 removed to allow ADU's. She feels that governments exist to protect our liberties, and this is a step
8 toward liberty. She was happy to see that Mr. Riley is thinking out of the box and is trying to be able
9 to own his own home. Ms. England agrees that owners generally take better care of their property
10 and the percentage for the primary and the ADU should be more open.

11 Kathleen Bailey (1272 Northridge Dr.) discussed the need to communicate changes. She
12 spoke about an ADU that was proposed in her neighborhood. This ADU made her become more
13 involved in the City meetings and receiving city information. She discussed a concern that the
14 language of "contract purchaser" should be deleted and the concerns about large ADUs and parking.

15 Ray Ward (954 E Millbrook Way) feels that there is an affordable housing problem. He feels
16 that there should not be a requirement on the percentage, square footage size or additional parking for
17 the ADU.

18 Ben Tracker (Bluebell Dr.) loves living in Bountiful. He does support and agree that ADU's
19 should be allowed in Bountiful and should be owner occupied. He does not feel that there should be
20 a limit of the restrictions of percentage and square footage.

21
22 Mayor Lewis closed the **PUBLIC HEARING** at 8:47 p.m.

23
24 Councilwoman Bradshaw made it known for the record that she has no financial ties to any
25 ADU, but she has a relative that is in the process of purchasing an ADU. She feels that the City staff
26 has worked through a number of challenges with the ADU code and appreciates the improvements
27 and changes made to this ordinance.

28 Mayor Lewis discussed the challenges and pressures that cities have to implement these
29 changes.

30 Councilwoman Harris discussed several items that she feels are important. Owner occupancy
31 is very important and if the dwelling looks like a single-family dwelling, including parking; that will
32 preserve the feel of neighborhoods. On the other hand, details like square footage and bedroom
33 requirements within the footprint of a home are not as important as those restrictions that have an
34 impact on neighbors. She would like the city to lessen square footage requirements and parking
35 requirements if the negative impact to neighbors is minimized through restrictions such as owner
36 occupancy and parking requirements.

37 Councilman Higginson clarified that current code allows the owner to live in the ADU or the
38 primary unit and the minimum size of an ADU is 350 square feet and would be 40% of the square
39 footage of the dwelling. He asked Mr. Astorga to clarify the accusations made from the Burke's letter
40 of Mr. Astorga's character, that citizens would be dismissed from public meetings and parking
41 spaces not needed if the owner used public transportation. Mr. Astorga noted that he did inform the
42 citizen that these meetings are public meetings and anyone could come to the meeting but that there
43 would be no information to give if an application is not received by the Planning Department. He did
44 not give any information to the citizen about a parking space not being needed if the owner uses
45 public transportation. Mr. Higginson is concerned that older homes should not need to bring parking
46 requirements to the current code and then need to increase the parking requirements and feels that
47 this requirement may have a negative consequence.

1 Mr. Astorga discussed the current parking requirements are four parking spaces plus one for
2 the ADU parking needs. Gary Hill explained that the majority of the complaints that come into the
3 City for ADUs is over parking and it is challenging to regulate the number of additional parking
4 spaces for an ADU. Mr. Astorga discussed the non-conformity issues with older homes for the code
5 prior to the 1965.

6 Councilwoman Bradshaw would like to table this item tonight and continue it to a later date
7 and give the staff direction to amend the proposed ordinance.

8 Councilman Simonsen likes the opportunity for families to have an ADU but is concerned
9 about the proposed parking requirements. He does like the requirement for the property to be owner
10 occupied. He would also like to table this item with recommendations to have a clean ordinance.

11 Mayor Lewis asked Mr. Riley what are the items that he is the most concerned about. Mr.
12 Riley noted he feels that the 60/40 rule is a concern – he feels that 50/50 is easier, and he is
13 concerned about the strict parking requirements.

14 Mr. Astorga discussed the Councilmembers’ comments that include the square footage of
15 45% for the ADU, a maximum of 1250 square feet and a maximum of three bedrooms. He will look
16 into the code prior to 1965 and mentioned that these changes do not need to go back to the Planning
17 Commission.

18 Councilwoman Bahr noted that she is in favor of the code that limits the number of unrelated
19 roommates. She is comfortable with the 45% square foot cap and the parking requirements that have
20 been proposed.

21 Councilwoman Bradshaw made a motion to table this item to the October 27, 2020 City
22 Council meeting to clarify the discussed changes and Councilman Higginson seconded the motion.
23 The motion passed with Councilmembers Bahr, Bradshaw, Harris Higginson and Simonsen voting
24 “aye”.

25
26 **CONSIDER PRELIMINARY AND FINAL APPROVAL OF BOUNTIFUL**
27 **CEMETERY PLAT R – MR. LLOYD CHENEY**

28 Mr. Cheney noted that this plat will include 1,364 plats for this portion of the cemetery.

29 Councilman Higginson made a motion to approve the preliminary and final of Bountiful
30 Cemetery Plat R and Councilman Simonsen seconded the motion. The motion passed with
31 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

32
33 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 331 SOUTH 1550 EAST**
34 **AND AUTHORIZATION OF THE MAYOR TO SIGN THE RELATED DOCUMENTS – MR.**
35 **LLOYD CHENEY**

36 Councilman Higginson made a motion to approve the easement release at 331 South 1550
37 East and authorization of the mayor to sign the related documents as presented. Councilman
38 Higginson made a motion to approve the easement release and Councilwoman Harris seconded the
39 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
40 voting “aye”.

41
42 **CONSIDER APPROVAL OF WADMAN CONSTRUCTION’S PROPOSAL OF THE**
43 **GUARANTEED MAXIMUM PRICE OF \$1,790,970 FOR THE STREET DEPARTMENT**
44 **GARAGE/WASH BAY – MR. LLOYD CHENEY**

45
46 Mr. Cheney discussed the proposal from Wadman and noted that the proposed price is lower
47 than the Street Department had budgeted.

1 Councilwoman Bradshaw made a motion to approve the Wadman Construction’s proposal of
2 the guaranteed maximum price of \$1,790,970 for the Street Department garage/wash bay as presented
3 and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
4 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

5
6 **ADJOURN TO AN RDA MEETING WITH A SEPARATE AGENDA**

7 Councilman Higginson made a motion to adjourn the meeting and Councilwoman Bahr
8 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
9 and Simonsen voting “aye”.

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11 The regular session of City Council was adjourned at 9:44 p.m.

—
Mayor Randy Lewis

City Recorder

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Minutes of the
BOUNTIFUL CITY COUNCIL

October 27, 2020
7:00 p.m. – Regular Session

Present:

Mayor	Randy Lewis
Councilmembers	Millie Segura Bahr (via Zoom), Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris R. Simonsen
City Manager	Gary Hill
Asst. City Manager	Galen Rasmussen
City Engineer	Lloyd Cheney
Planning Director	Francisco Astorga
City Attorney	Clinton Drake
Power Director	Allen Johnson
Recording Secretary	Maranda Hilton

Official notice of the City Council Meeting was given by posting an Agenda at the temporary City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Clipper and Standard Examiner.

Regular Meeting – 7:00 p.m.

South Davis Metro Fire Station Conference Room

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Lewis called the meeting to order at 7:01 p.m. and welcomed those in attendance. Kate Bradshaw led the Pledge of Allegiance and Father Andrew (Rev. Andrzej Skrzypiec) from St. Olaf Catholic Church, offered a prayer.

PUBLIC COMMENT

The public comment section was started at 7:07 p.m.

Shawn Stahle (857 South 400 West) said that he wanted to record favorite Christmas memories as a way to help unify the community. He invited the Councilmembers and Mayor to speak with him if they would like to participate.

The public comment section was ended at 7:09 p.m.

**CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD
SEPTEMBER 29 & OCTOBER 13, 2020**

Councilman Simonsen made a motion to approve the minutes of the previous meetings held September 29th and October 13th, 2020. Councilwoman Harris proposed a change to the

1 minutes of October 13 regarding the approval of Ordinance 2020-10. She read her proposed
2 changes to the Council and asked them for approval.

3 Councilman Higginson asked that they wait to approve the minutes until the following
4 meeting so that they could have a chance to read over the proposed changes.

5 Councilwoman Bradshaw made a motion to continue this item on the agenda to the next
6 meeting and Councilman Simonsen seconded the motion. The motion was approved with
7 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

8 9 **COUNCIL REPORTS**

10 Councilman Higginson did not have a report.

11 Councilwoman Harris did not have a report. She thanked Councilwoman Bradshaw for
12 the Bountiful City logo face masks she gave out.

13 Councilwoman Bradshaw did not have a report.

14 Councilwoman Bahr reported that the BCYC had a great Halloween activity on the
15 previous Saturday. They had to adapt it in order to be safe, so they turned it into a drive-thru
16 activity and gave away goody bags and over 70 pumpkins. They also have plans to plant a tree to
17 replace a tree the BCYC planted over 30 years ago that was blown down in the windstorm on
18 September 8th.

19 Councilman Simonsen reported that the Veterans Park has had two open houses with
20 over 1,000 people attending each. There will be one more open house on November 7th before
21 the official park opening on November 11th. The bronze eagle statue will also go up this week.
22 He thanked the City for donating the property for this park, and for their support.

23 Mayor Lewis publicly thanked Mr. Ron Mortensen, who has spent many hours
24 volunteering at the park helping visitors find veteran names. He also lauded the park committee
25 for following all the public safety guidelines regarding COVID-19 so well.

26 27 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID** 28 **OCTOBER 5, 12 & 19, 2020**

29 Councilwoman Harris made a motion to approve the expenditures paid October 5, 12 &
30 19, 2020 and Councilman Higginson seconded the motion. The motion passed with
31 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

32 33 **CONSIDER APPROVAL OF THE JRCA ARCHITECT PROPOSAL FOR** 34 **ARCHITECTURAL AND ENGINEERING SERVICES FOR THE DEVELOPMENT OF** 35 **THE PROPERTY NORTH OF THE POWER DEPARTMENT OFFICE – MR. ALLEN** 36 **JOHNSON**

37 Mr. Allen Johnson explained that the property on the north side of the BCL&P building
38 will be getting a new fence around it, some new landscaping with drainage and carports to
39 protect their inventory of wire and transformers. He said they have money set aside in their
40 budget for this project; the architectural fees will amount to \$77,837 and the estimate for the
41 entire project is \$1.4 million.

42 Councilman Higginson made a motion to approve the proposal from JRCA Architects
43 and Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers
44 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

1 **CONSIDER APPROVAL OF THE BID FROM ANIXTER POWER SOLUTIONS TO**
2 **PURCHASE 23 GE/PROLEC TRANSFORMERS IN THE AMOUNT OF \$62,418 – MR.**
3 **ALLEN JOHNSON**

4 Mr. Johnson explained that their inventory of transformers is getting low, so they need to
5 purchase more. They chose the low bidder, Anixter Power Solutions, to purchase 23 transformers
6 from at a cost of \$62,418.

7 Councilman Higginson made a motion to approve the bid from Anixter Power Solutions
8 and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,
9 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

10
11 **CONSIDER RESOLUTION 2020-15 APPROVING DROPPING OUT OF THE UAMPS**
12 **CARBON FREE POWER PROJECT EFFECTIVE OCTOBER 31, 2020 - MR. ALLEN**
13 **JOHNSON**

14 Mr. Johnson explained that Bountiful still needs to find a long-term power supply to
15 replace the deficit that will be created when the San Juan coal-fired project shuts down in June of
16 2022. The Carbon-Free Power Project (CFPP) was and is very promising still, but due to low
17 subscription rates the Power Commission feels it best to opt out of the project at the end of the
18 month. He explained that under 100 MW out of 720 MW in total have been subscribed to.

19 Bountiful has an opportunity to opt out of the project on October 31st. If the City chooses
20 to stay in, it will cost another \$573,000 to get another off-ramp in December of 2022. After that
21 it will cost roughly \$1 million to go to 2023. A Department of Energy grant will be used during
22 the costliest part of the project - years six and seven - but total costs for the project have
23 increased from \$4 billion to \$6 billion.

24 Councilwoman Harris thanked Mr. Johnson for all his work on this project and for taking
25 so much time to educate the Council along the way. She agreed that it is in the best interest of
26 Bountiful to take this off-ramp and get out of the project.

27 Councilman Higginson reported that there is still a lot of support for this project from
28 members of the Power Commission and many are sad to be opting out of it. It is a shame that
29 there are so few subscribers.

30 Councilman Higginson made a motion to approve Resolution 2020-15 to drop out of the
31 UAMPS Carbon-Free Power Project and Councilwoman Harris seconded the motion. The
32 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting
33 “aye”.

34
35 **CONSIDER APPROVAL OF ORDINANCE 2020-10 AMENDING THE LAND USE**
36 **CODE REGARDING ADU’S - MR. FRANCISCO ASTORGA**

37 Councilwoman Harris made a motion to continue this agenda item to the November 10,
38 2020 City Council meeting and Councilman Higginson seconded the motion. The motion passed
39 with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

40
41
42 **CONSIDER APPROVAL OF ORDINANCE 2020-11 AMENDING THE LAND USE**
43 **CODE REGARDING ACCESSORY STRUCTURES – MR. FRANCISCO ASTORGA**

44 Councilman Simonsen made a motion to continue this agenda item to a later date and
45 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
46 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

1 **CONSIDER APPROVAL OF A JANITORIAL CONTRACT WITH CALIBER**
2 **CLEANING SERVICES IN THE AMOUNT OF \$1,599 MONTHLY WITH A NOT-TO-**
3 **EXCEED AMOUNT OF \$95,880 OVER THE FIVE-YEAR CONTRACT PERIOD – MR.**
4 **GALEN RASMUSSEN**

5 Mr. Galen Rasmussen explained that construction on City Hall is nearing an end and it is
6 time to find a janitorial service for the building. The previous cleaning service decided to not
7 renew their contract, so they sent out an RFP and received six proposals. A committee comprised
8 of himself, Mr. Lloyd Cheney and Mr. Todd Christensen looked at the proposals and decided
9 that Caliber Cleaning would provide the best service for City Hall based on how closely they
10 aligned with the building’s needs. This will be a five-year contract with the opportunity to
11 reevaluate it periodically.

12 Councilwoman Harris made a motion to approve the contract with Caliber Cleaning and
13 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
14 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

15
16 **ADJOURN**

17 Councilman Higginson made a motion to adjourn the meeting and Councilwoman
18 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw,
19 Harris, Higginson and Simonsen voting “aye”.

20
21 The regular session of City Council was adjourned at 7:45 p.m.

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26 _____
27 *Mayor Randy Lewis*

28
29
30 _____
31 *City Recorder*
32

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
October 26, 2020
Author: Tyson Beck, Finance Director
Department: Finance
Date: November 10, 2020

Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.

Payments for invoices affecting only revenue or balance sheet accounts are not included. Such payments include: those to acquire additions to inventories, salaries and wages, the remittance of payroll withholdings and taxes, employee benefits, utility deposits, construction retention, customer credit balance refunds, and performance bond refunds. Credit memos or return amounts are also not included.

Analysis

Unless otherwise noted and approved in advance, all expenditures are included in the current budget. Answers to questions or further research can be provided upon request.

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid October 26, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid October 26, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,286.40	218202	75K40820	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,485.12	218202	75K40920	Tree Trimming - Customer # 025450
1531	C.H. SPENCER & COMPA	Water	515100 431000	Profess & Tech Services	2,883.72	218211	401026643	Service Contract for Compressor
1555	CALLAWAY GOLF	Golf Course	555500 448240	Items Purchased - Resale	1,065.60	218212	932171421	Golf Clubs and Balls - Acct # 14853
2141	FARWEST LINE SPECIAL	Light & Power	535300 448636	Special Equipment	1,261.00	218227	316118	ACSR Cable Cutters - Customer # 511
2523	HONNEN EQUIPMENT COM	Streets	104410 425000	Equip Supplies & Maint	3,026.60	218235	1209836	Repairs to Streets Loaders- Customer #2243
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	1,792.42	218237	108461	Skada Cabinet Install - Customer # BOUCIT
11527	JONES AND ASSOCIATES	Executive	104130 461000	Miscellaneous Expense	1,769.00	218242	19674	Consulting Engineering Service for May 2020
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,409.46	218244	6170	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,483.17	218244	6123	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,470.14	218244	6132	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	7,672.86	218244	6149	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	8,206.38	218244	6140	Patching - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,331.45	218245	387203	Road Base
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,401.52	218245	387253	Road Base
2931	LES OLSON COMPANY	Streets	104410 424000	Office Supplies	1,203.40	218248	EA961120	Copier Maintenance - Customer # 01-BOUCI
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	2,722.48	218250	S103803814.001	Gate Valve - Customer # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	2,791.38	218250	S103774356.002	Misc. Parts - Customer # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 473110	Water Mains	11,282.06	218250	S103798882.001	Meter Setters - Customer # 18498
9721	OVERHEAD DOOR CO OF	Streets	104410 426000	Bldg & Grnd Suppl & Maint	2,022.80	218257	IN-0395071	Repair to North Main Building Door 7
4844	OWEN EQUIPMENT	Storm Water	494900 425000	Equip Supplies & Maint	1,764.31	218258	00100117	Miscl Parts and Tools - Acct # S1234
10586	ROCKY MOUNTAIN RECYC	Recycling	484800 431550	Recycling Collectn Service	10,410.42	218268	13782	Recycling Fees for 8/2020- Customer # BOU004
10586	ROCKY MOUNTAIN RECYC	Recycling	484800 431550	Recycling Collectn Service	11,128.38	218268	17147	Recycling Fees for 9/2020- Customer # BOU004
11638	SIDDONS-MARTIN EMERG	Streets	104410 425000	Equip Supplies & Maint	1,750.00	218269	38401182	Misc.Parts
11638	SIDDONS-MARTIN EMERG	Streets	104410 425000	Equip Supplies & Maint	2,742.86	218269	38401084	Misc. Parts
3916	SIGNATURE EQUIPMENT	Sanitation	585800 425000	Equip Supplies & Maint	3,032.59	218270	9201596	Hydraulic Pump
3916	SIGNATURE EQUIPMENT	Sanitation	585800 425000	Equip Supplies & Maint	5,700.00	218270	9201664	Misc. Parts
4281	TWIN D INC.	Water	515100 431000	Profess & Tech Services	1,282.50	218280	19703	Video Inspection - Mueller Park Treatment Plant
4341	UTAH ASSOCIATED MUNI	Power	535300 448620	Power Purch CRSP	234,594.70	218283	10262020	Sept. 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Power	535300 448621	Power Purch IPP	1,484.97	218283	10262020	Sept. 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Power	535300 448622	Power Purch San Juan	149,783.45	218283	10262020	Sept. 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Power	535300 448626	Power Purch UAMPS (Pool etc)	552,548.62	218283	10262020	Sept. 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Power	535300 448628	Power Purch Pineview Hydro	4,103.30	218283	10262020	Sept. 2020 payment for power resources
5000	U.S. BANK CORPORATE	Executive	104130 423000	Travel & Training	1,159.36	218281	10122020GH	Trvl,Train,MngRetreat-Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Information Technology	104136 429200	Computer Software	1,178.58	218281	10122020AW	Trvl,Train,CompterEquip-Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	1,062.21	218281	10122020TK	Train,CrimeLabSupply-Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Streets	104410 448000	Operating Supplies	1,579.20	218281	10122020CB	Refreshments,CDL,Fuel-Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 448632	Distribution	1,419.43	218281	10122020GR	MealforCrew,Windstorm-Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 448632	Distribution	1,997.46	218281	10122020SC	Trvl-Train,StormSupplies-Acct #446-0445-5571-8851
4567	WESTERN REFUSE & REC	Sanitation	585800 425000	Equip Supplies & Maint	1,588.00	218285	161975	Misc. Parts and Supplies
					Total			<u><u>1,061,877.30</u></u>

City Council Staff Report

Subject: September 2020 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: November 10, 2020



Background

These reports include summary revenue, expense, and budget information for all City funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2021 through September as compared to the past three fiscal year periods through that same timeframe.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2021 budget portion of these reports is the originally adopted FY2021 budget approved by the City Council in June of 2020.

Recommendation

Council should review the attached revenue, expense, and budget reports.

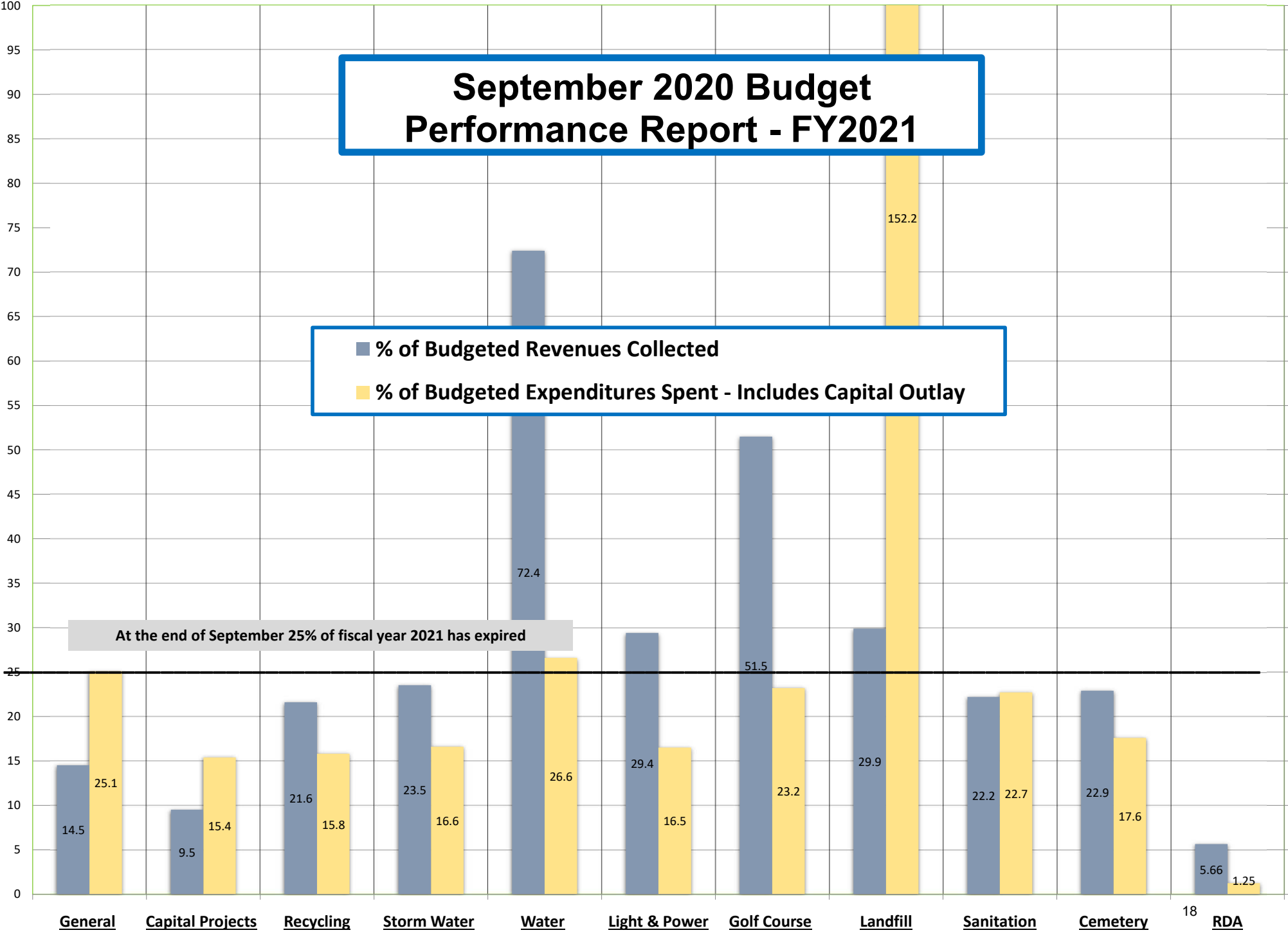
Attachments

- September 2020 Revenue & Expense Report – Fiscal 2021 YTD

September 2020 Budget Performance Report - FY2021

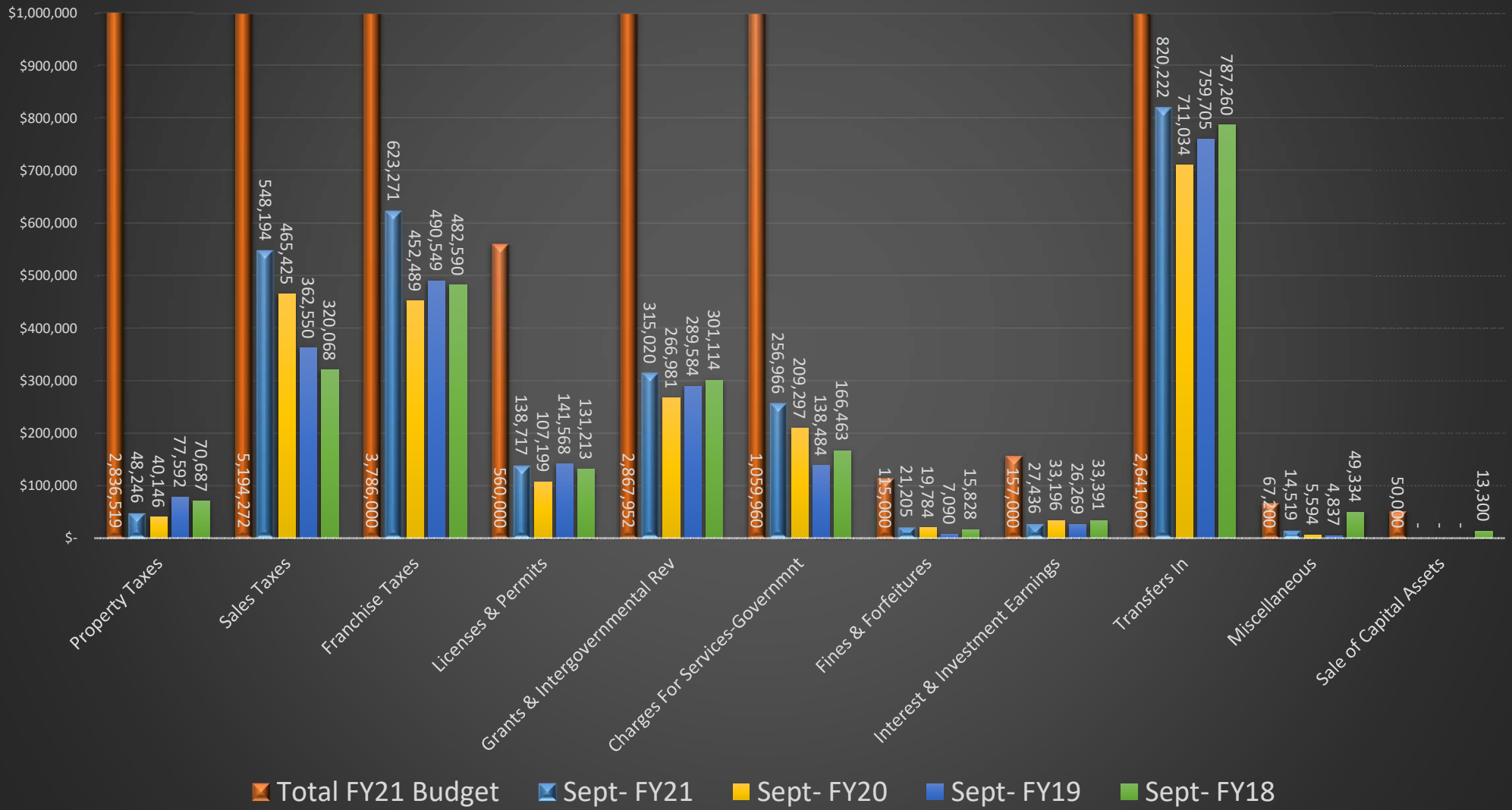
■ % of Budgeted Revenues Collected
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of September 25% of fiscal year 2021 has expired

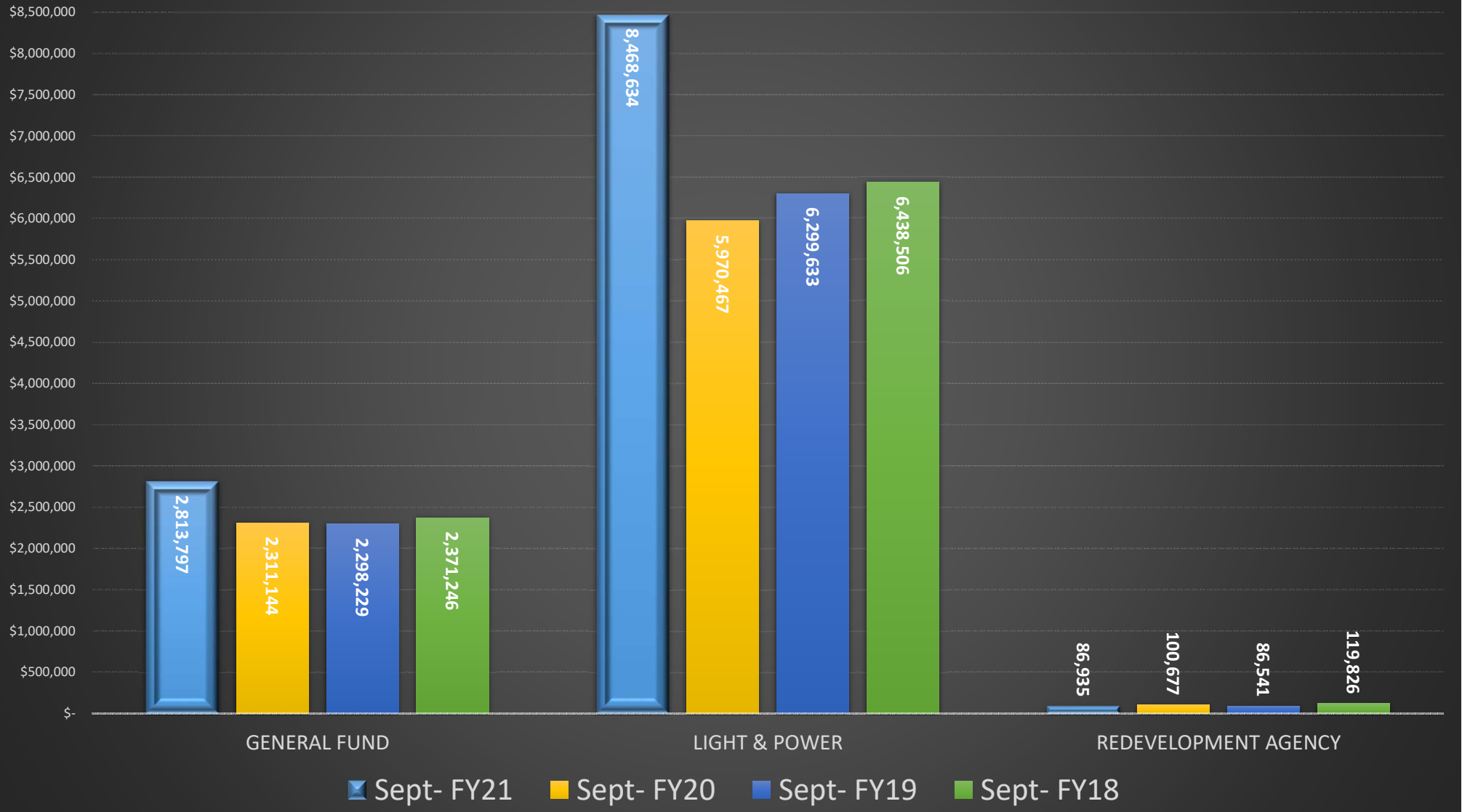


General Fund Detailed Revenues - September 2020

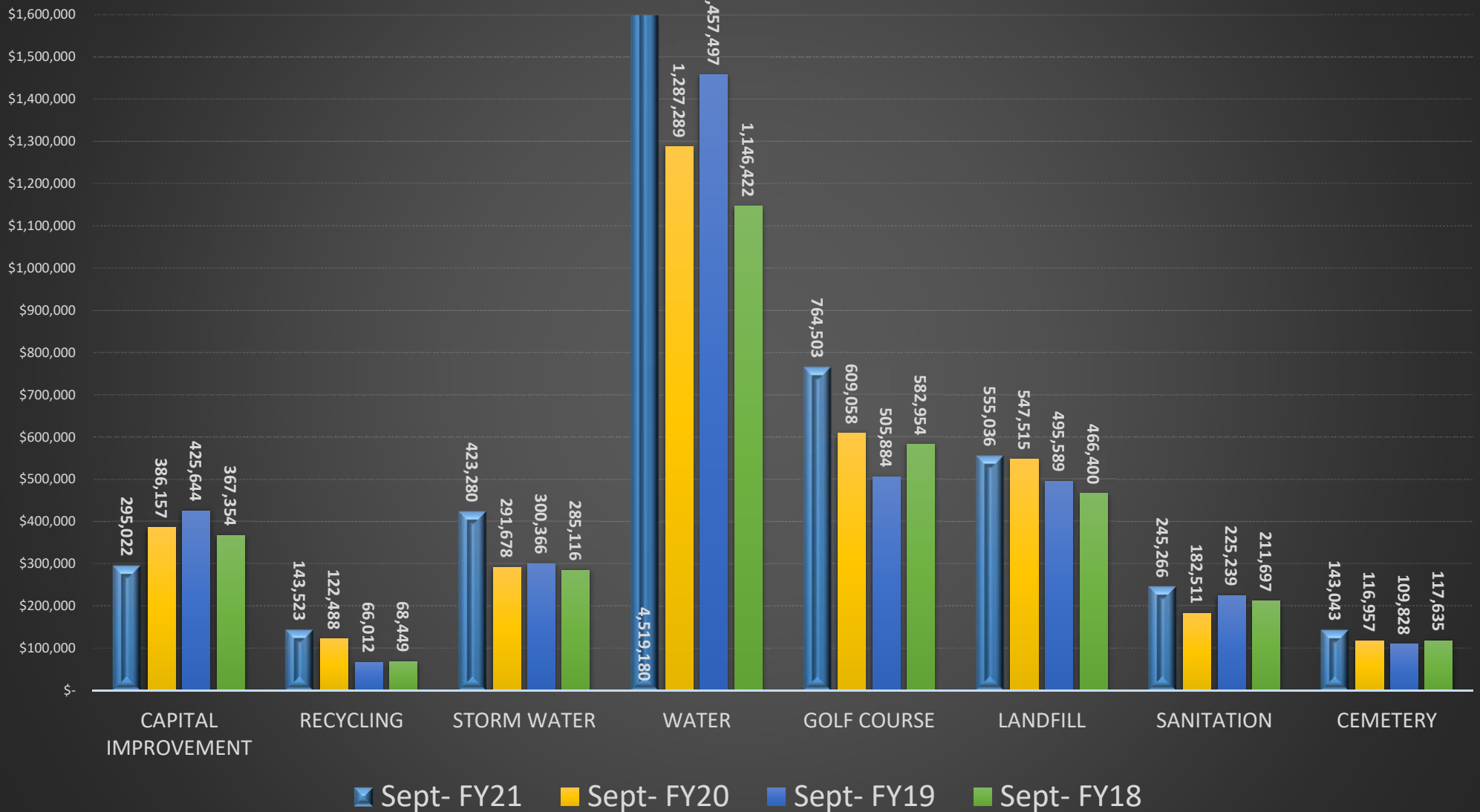
YTD Revenues (Fiscal Year 2021) Compared to the FY2021 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



September 2020 YTD Revenues (Fiscal 2021) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



September 2020 YTD Revenues (Fiscal 2021) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
SEPTEMBER 2020 YTD EXPENSES - FY2021

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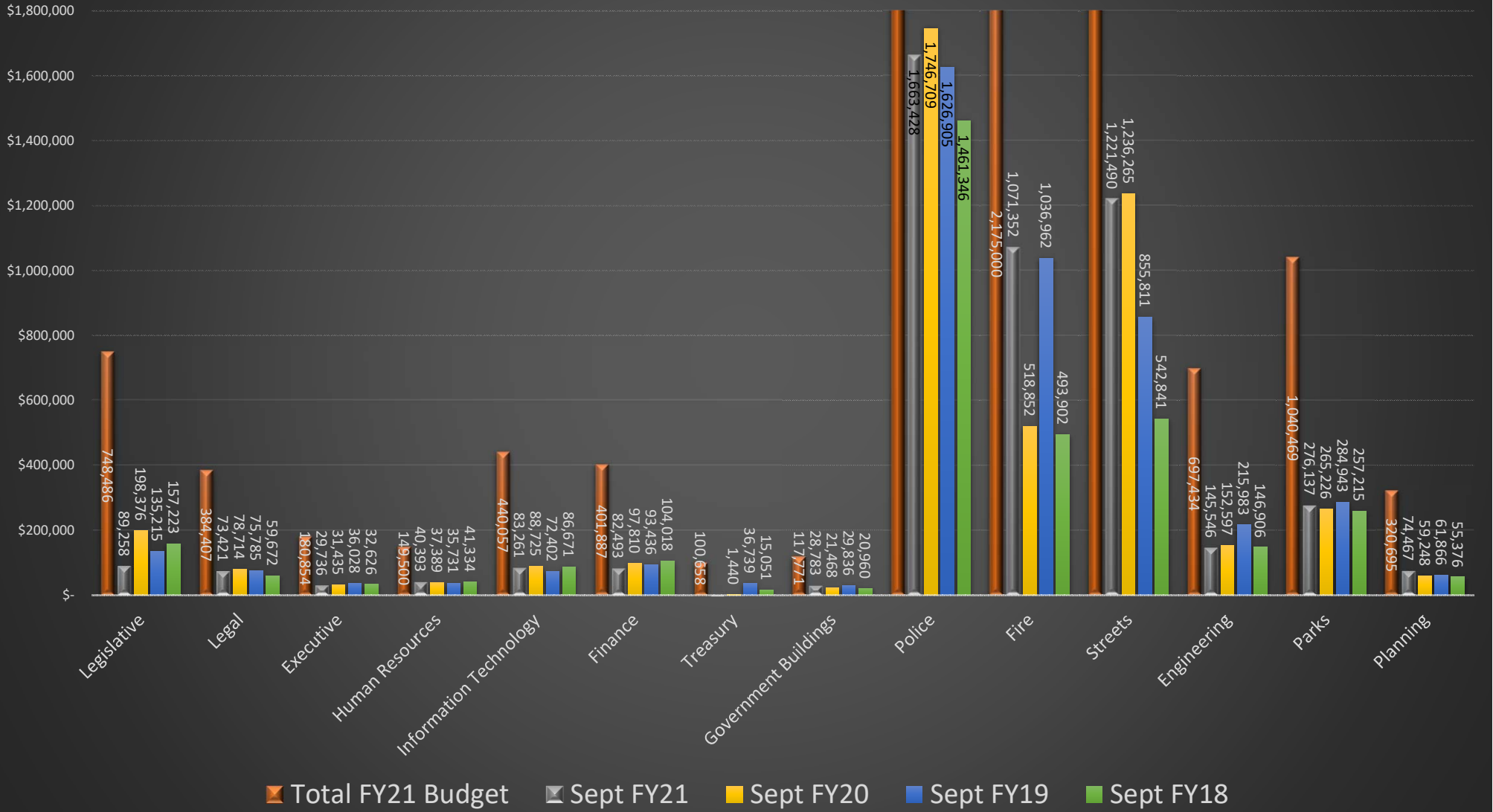
FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-19,404,903	-19,404,903	-2,813,796.53	-1,534,075.82	.00	-16,591,106.47	14.5%
30 DEBT SERVICE	-400	-400	-57.36	-14.02	.00	-342.64	14.3%
44 MUNICIPAL BUILDING AUTHORITY	-6,000	-6,000	-999.42	-244.28	.00	-5,000.58	16.7%
45 CAPITAL IMPROVEMENT	-3,110,185	-3,110,185	-295,022.41	-227,735.99	.00	-2,815,162.59	9.5%
48 RECYCLING	-663,256	-663,256	-143,523.18	-44,511.76	.00	-519,732.82	21.6%
49 STORM WATER	-1,802,265	-1,802,265	-423,279.57	-155,117.80	.00	-1,378,985.43	23.5%
51 WATER	-6,238,000	-6,238,000	-4,519,180.47	-828,526.09	.00	-1,718,819.53	72.4%
53 LIGHT & POWER	-28,818,513	-28,818,513	-8,468,633.85	-2,800,876.59	.00	-20,349,879.15	29.4%
55 GOLF COURSE	-1,484,500	-1,484,500	-764,502.77	-244,899.27	.00	-719,997.23	51.5%
57 LANDFILL	-1,854,000	-1,854,000	-555,035.76	-173,933.37	.00	-1,298,964.24	29.9%
58 SANITATION	-1,102,400	-1,102,400	-245,266.35	-90,398.15	.00	-857,133.65	22.2%
59 CEMETERY	-623,300	-623,300	-143,042.50	-68,750.48	.00	-480,257.50	22.9%
61 COMPUTER MAINTENANCE	-54,294	-54,294	-118.51	-28.21	.00	-54,175.49	.2%
63 LIABILITY INSURANCE	-421,915	-421,915	-419,682.73	-1,202.75	.00	-2,232.27	99.5%
64 WORKERS' COMP INSURANCE	-318,727	-318,727	-69,651.20	-25,425.75	.00	-249,075.80	21.9%
72 RDA REVOLVING LOAN FUND	-284,730	-284,730	-74,779.63	-21,007.79	.00	-209,950.37	26.3%
73 REDEVELOPMENT AGENCY	-1,250,617	-1,250,617	-12,155.52	-3,364.34	.00	-1,238,461.48	1.0%
74 CEMETERY PERPETUAL CARE	-99,000	-99,000	-26,543.77	-10,253.44	.00	-72,456.23	26.8%
78 LANDFILL CLOSURE	-20,000	-20,000	-1,357.26	-385.55	.00	-18,642.74	6.8%
83 RAP TAX	-621,942	-621,942	-56,045.49	-55,470.11	.00	-565,896.51	9.0%
92 OPEB TRUST	0	0	-2,883.64	-419.13	.00	2,883.64	100.0%
99 INVESTMENT	0	0	-228,992.58	-34,696.34	.00	228,992.58	100.0%
GRAND TOTAL	-68,178,947	-68,178,947	-19,264,550.50	-6,321,337.03	.00	-48,914,396.50	28.3%

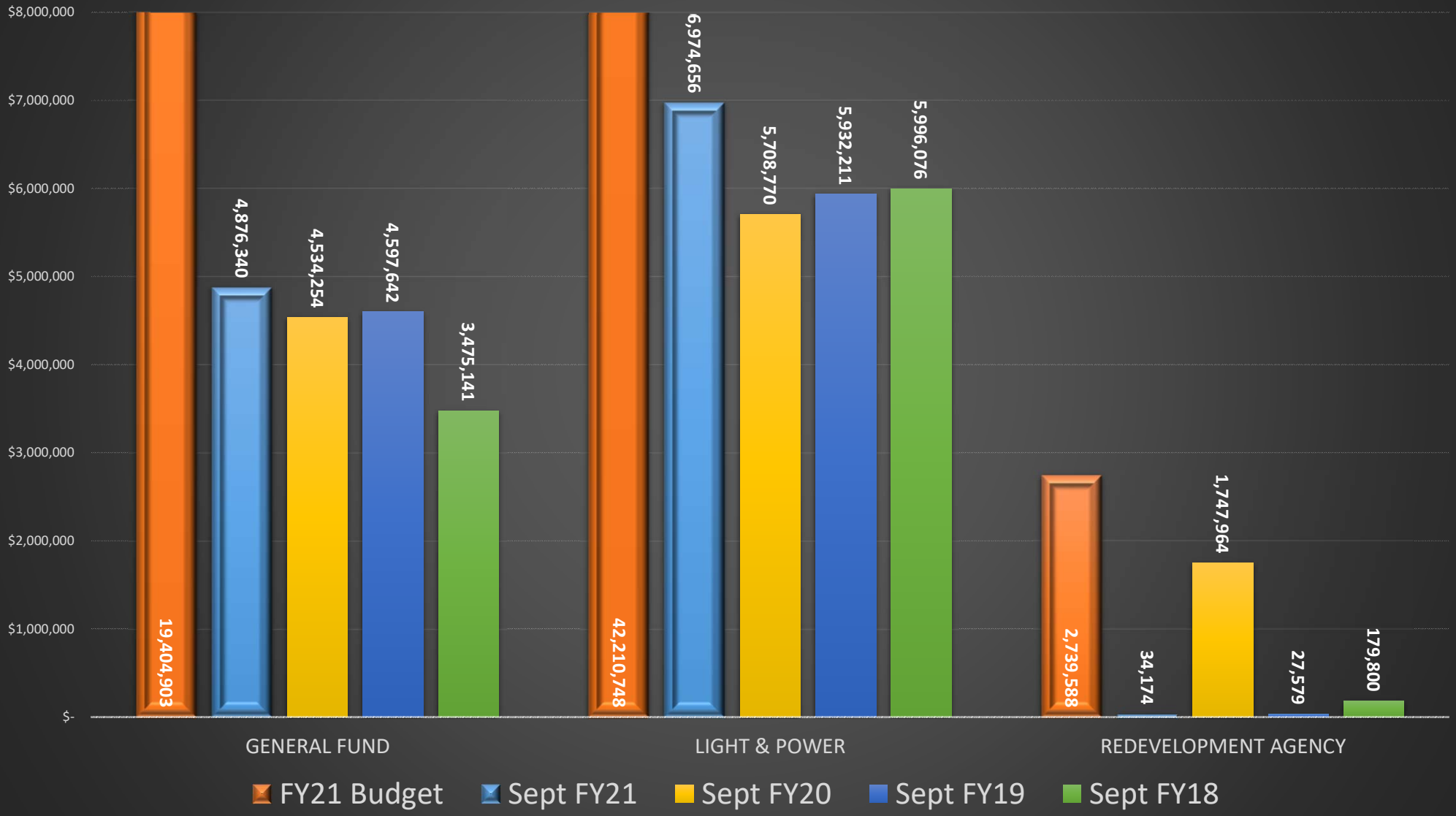
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General Fund Detailed Expenditures - September 2020

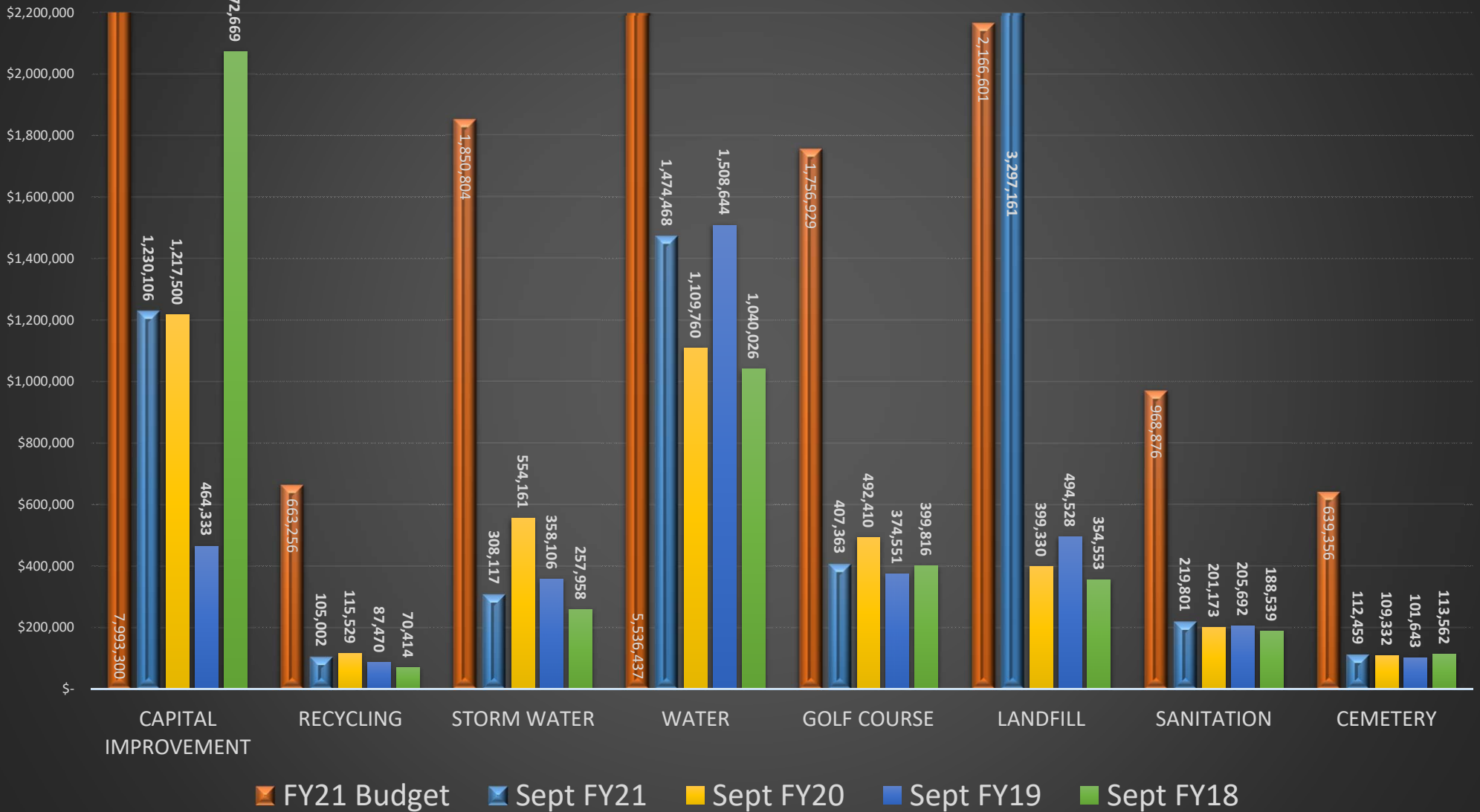
Fiscal 2021 YTD Expenditures Compared to the Fiscal 2021 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



September 2020 YTD (Fiscal 2021) Expenses Compared to the Expenses of the Same Timeframe of the Past Three Fiscal Years



September 2020 YTD (Fiscal 2021) Expenses Compared to the Expenses of the Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
SEPTEMBER 2020 YTD EXPENSES - FY2021

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FOR 2021 03

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
10 GENERAL FUND							
4110 Legislative	748,486	748,486	89,257.77	27,379.95	.00	659,228.23	11.9%
4120 Legal	384,407	384,407	73,420.86	24,563.04	.00	310,986.14	19.1%
4130 Executive	180,854	180,854	29,735.94	10,051.74	.00	151,118.06	16.4%
4134 Human Resources	149,500	149,500	40,392.93	13,553.10	.00	109,107.07	27.0%
4136 Information Technology	440,057	440,057	83,261.39	35,548.07	.00	356,795.61	18.9%
4140 Finance	401,887	401,887	82,493.46	26,051.53	.00	319,393.54	20.5%
4143 Treasury	100,658	100,658	-3,425.06	-8,098.88	.00	104,083.06	-3.4%
4160 Government Buildings	117,771	117,771	28,783.48	10,776.06	.00	88,987.52	24.4%
4210 Police	7,004,137	7,004,137	1,432,551.42	469,403.54	.00	5,571,585.58	20.5%
4215 Reserve Officers	10,000	10,000	142.97	.00	.00	9,857.03	1.4%
4216 Crossing Guards	151,049	151,049	10,749.39	10,471.47	.00	140,299.61	7.1%
4217 PROS	360,364	360,364	63,723.43	27,479.36	.00	296,640.57	17.7%
4218 Liquor Control	36,302	36,302	2,791.95	833.33	.00	33,510.05	7.7%
4219 Enhanced 911	595,000	595,000	153,468.83	40,641.60	.00	441,531.17	25.8%
4220 Fire	2,175,000	2,175,000	1,071,352.00	535,676.00	.00	1,103,648.00	49.3%
4410 Streets	4,490,833	4,490,833	1,221,489.86	372,576.28	.00	3,269,343.14	27.2%
4450 Engineering	697,434	697,434	145,546.32	43,974.51	.00	551,887.68	20.9%
4510 Parks	1,040,469	1,040,469	276,136.59	72,113.47	.00	764,332.41	26.5%
4610 Planning	320,695	320,695	74,466.58	20,620.25	.00	246,228.42	23.2%
TOTAL GENERAL FUND	19,404,903	19,404,903	4,876,340.11	1,733,614.42	.00	14,528,562.89	25.1%
<hr/>							
30 DEBT SERVICE							
4710 Debt Sevice	25	25	3.49	1.36	.00	21.51	14.0%
TOTAL DEBT SERVICE	25	25	3.49	1.36	.00	21.51	14.0%
<hr/>							
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	253	253	61.67	24.55	.00	191.33	24.4%
TOTAL MUNICIPAL BUILDING AUTHORITY	253	253	61.67	24.55	.00	191.33	24.4%
<hr/>							
45 CAPITAL IMPROVEMENT							

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City of Bountiful, UT
SEPTEMBER 2020 YTD EXPENSES - FY2021

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FOR 2021 03

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	3,590,800	3,590,800	613,237.33	544,885.12	.00	2,977,562.67	17.1%
4140	Finance	41,000	41,000	8,959.96	6,103.74	.00	32,040.04	21.9%
4160	Government Buildings	0	0	49,636.00	.00	.00	-49,636.00	100.0%
4210	Police	432,000	432,000	.00	.00	.00	432,000.00	.0%
4410	Streets	3,774,500	3,774,500	558,273.09	14,141.97	.00	3,216,226.91	14.8%
4450	Engineering	20,000	20,000	.00	.00	.00	20,000.00	.0%
4510	Parks	135,000	135,000	.00	.00	.00	135,000.00	.0%
	TOTAL CAPITAL IMPROVEMENT	7,993,300	7,993,300	1,230,106.38	565,130.83	.00	6,763,193.62	15.4%
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48	RECYCLING							
4800	Recycling	663,256	663,256	105,001.77	43,335.84	.00	558,254.23	15.8%
	TOTAL RECYCLING	663,256	663,256	105,001.77	43,335.84	.00	558,254.23	15.8%
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49	STORM WATER							
4900	Storm Water	1,850,804	1,850,804	308,116.59	127,407.92	.00	1,542,687.41	16.6%
	TOTAL STORM WATER	1,850,804	1,850,804	308,116.59	127,407.92	.00	1,542,687.41	16.6%
<hr/>								
51	WATER							
5100	Water	5,536,437	5,536,437	1,474,467.55	526,789.36	.00	4,061,969.45	26.6%
	TOTAL WATER	5,536,437	5,536,437	1,474,467.55	526,789.36	.00	4,061,969.45	26.6%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	42,210,748	42,210,748	6,974,655.76	2,139,174.99	.00	35,236,092.24	16.5%
	TOTAL LIGHT & POWER	42,210,748	42,210,748	6,974,655.76	2,139,174.99	.00	35,236,092.24	16.5%
<hr/>								
55	GOLF COURSE							

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City of Bountiful, UT
SEPTEMBER 2020 YTD EXPENSES - FY2021

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FOR 2021 03

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,756,929	1,756,929	407,362.92	109,985.80	.00	1,349,566.08	23.2%
	TOTAL GOLF COURSE	1,756,929	1,756,929	407,362.92	109,985.80	.00	1,349,566.08	23.2%
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57	LANDFILL							
5700	Landfill	2,166,601	2,166,601	3,297,160.89	159,497.39	.00	-1,130,559.89	152.2%
	TOTAL LANDFILL	2,166,601	2,166,601	3,297,160.89	159,497.39	.00	-1,130,559.89	152.2%
<hr/>								
58	SANITATION							
5800	Sanitation	968,876	968,876	219,800.63	72,570.87	.00	749,075.37	22.7%
	TOTAL SANITATION	968,876	968,876	219,800.63	72,570.87	.00	749,075.37	22.7%
<hr/>								
59	CEMETERY							
5900	Cemetery	639,356	639,356	112,459.49	42,520.32	.00	526,896.51	17.6%
	TOTAL CEMETERY	639,356	639,356	112,459.49	42,520.32	.00	526,896.51	17.6%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	72,117	72,117	1,925.87	296.64	.00	70,191.13	2.7%
	TOTAL COMPUTER MAINTENANCE	72,117	72,117	1,925.87	296.64	.00	70,191.13	2.7%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	601,162	601,162	435,495.58	7,615.75	.00	165,666.42	72.4%
	TOTAL LIABILITY INSURANCE	601,162	601,162	435,495.58	7,615.75	.00	165,666.42	72.4%
<hr/>								
64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT
SEPTEMBER 2020 YTD EXPENSES - FY2021

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FOR 2021 03

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	309,038	309,038	130,072.11	15,626.33	.00	178,965.89	42.1%
	TOTAL WORKERS' COMP INSURANCE	309,038	309,038	130,072.11	15,626.33	.00	178,965.89	42.1%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,200	502,200	565.03	221.32	.00	501,634.97	.1%
	TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	565.03	221.32	.00	501,634.97	.1%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	2,237,388	2,237,388	33,608.61	6,836.77	.00	2,203,779.39	1.5%
	TOTAL REDEVELOPMENT AGENCY	2,237,388	2,237,388	33,608.61	6,836.77	.00	2,203,779.39	1.5%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	1,390	1,390	369.09	152.39	.00	1,020.91	26.6%
	TOTAL CEMETERY PERPETUAL CARE	1,390	1,390	369.09	152.39	.00	1,020.91	26.6%
<hr/>								
83	RAP TAX							
8300	RAP Tax	878,451	878,451	57,636.51	135.52	.00	820,814.49	6.6%
	TOTAL RAP TAX	878,451	878,451	57,636.51	135.52	.00	820,814.49	6.6%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	5,645.42	34.12	.00	-5,645.42	100.0%
	TOTAL OPEB TRUST	0	0	5,645.42	34.12	.00	-5,645.42	100.0%
	GRAND TOTAL	87,793,234	87,793,234	19,670,855.47	5,550,972.49	.00	68,122,378.53	22.4%

** END OF REPORT - Generated by Tyson Beck **

City Council Staff Report



Subject: South Davis Sewer District Board of Trustees
Re-Appointment
Author: Gary Hill, City Manager and Shawna Andrus,
City Recorder
Date: 10 November 2020

Background

Bountiful City participates on the boards of several agencies that overlap the City. Appointments to these boards and commissions are made by the Mayor with the advice and consent of the City Council. Mayor Lewis was appointed to serve on the Board in November of 2017 and his current appointment expires the first Monday in January of 2021.

Analysis

Mayor Lewis would like to continue to represent the City on the Board for another four-year term which will expire the first Monday of January, 2025.

Department Review

The review was completed by the City Manager.

Significant Impacts

None

Recommendation

The Council should approve Resolution 2020-16 re-appointing Mayor Randy Lewis to the South Davis Sewer District Board of Trustees.

Attachments

Resolution 2020-16



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2020-16

MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris Simonsen

CITY MANAGER
Garv R. Hill

A RESOLUTION RE-APPOINTING MAYOR RANDY LEWIS TO THE SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES

WHEREAS, Bountiful City may appoint a representative to the South Davis Sewer District Board of Trustees (“Board”); and

WHEREAS, Bountiful’s Mayor Lewis was appointed to the Board in November of 2017 and his appointment expires on the first Monday in January of 2021; and

WHEREAS, the City Council desires to re-appoint Mayor Lewis as the Bountiful City representative to the Board for another four-year term that will expire on the first Monday in January of 2025.

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

Section 1. Appointment. The Bountiful City Council hereby appoints Mayor Randy Lewis to serve on the South Davis Sewer District Board of Trustees

Section 2. Effective date. This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS
10TH DAY OF NOVEMBER, 2020.**

RANDY C. LEWIS, MAYOR

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Comprehensive Network Security Audit
Author: Alan West
Department: Information Technology
Date: 11/10/2020

Background

The most important objectives of the I.T. Department are to *ensure the security of our network* and to *protect the integrity of all critical data*.

Analysis

Several years ago, we contracted with Tanner Company to perform a network security audit. Some vulnerabilities were identified and addressed. Since that time, we have replaced all network switches, implemented security awareness training, and updated network security policies. But we know that several companies (and cities) have been lulled into a false sense of security... only to then experience *very costly* network breaches.

Department Review

Due to the complications introduced by COVID-19, we have worked with several departments to provide network access for employees working from home. We feel that this outside access can expose our systems to unknown threats. Because of this concern, we requested proposals from several vendors for a *Network Security Audit*. Here is a summary of the proposals:

Proposal Submitted by:	Total Proposal
Tanner Company	\$ 21,550.00
ClearLink IT	\$ 23,676.25
Wasatch IT	\$ 32,000.00

* Proposals available upon request

Significant Impacts

All departments will benefit from this audit. The safety and security of all City data and network infrastructure can be improved. (Future expenses related to remediation are possible).

CARES Act Funds have been reserved for this project.

Recommendation

The Information Technology department recommends that the Council approve a contract with Tanner Company to perform a Comprehensive Network Security Audit for a cost of \$21,550.

City Council Staff Report



Subject: CARES Act fund transfer interlocal agreement with South Davis Recreation District and Mosquito Abatement District - Davis
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: November 10, 2020

Background

During the August 25th City Council Meeting an update was provided on the federal CARES Act program funding received by the City along with a summary of eligible uses for those funds. One such eligible use is to further transfer funding to other units of local government. Any such transfer of funds would only be eligible under CARES Act regulations if the transfer qualifies as a necessary expenditure incurred due to the COVID-19 public health emergency and meets other relevant criteria specified in federal law. After consideration of other eligible uses of funds, the Mayor and Council approved transfer of CARES Act funds to the following local governmental entities:

- South Davis Metro Fire Service Area
- Davis County Cares Program
- South Davis Recreation District
- Mosquito Abatement District – Davis

The purpose of these transfers was to assist citizens in Davis County in the containment of COVID-19 and to reduce the economic impact of the pandemic and related public health orders. These transfers were authorized as they support Bountiful City's and the above named local governmental entities shared objective of containment of COVID-19.

Analysis

Interlocal agreements and resolutions for South Davis Metro Fire Service Area and Davis County were approved by the Council previously on September 29th. The South Davis Recreation District and Mosquito Abatement District – Davis have now provided Bountiful City with supporting documentation of COVID-19 expenses incurred in support of activities within their service areas. Bountiful City's population-based share of these expenses is \$45,000.00 for the South Davis Recreation District and \$1,739.00 for the Mosquito Abatement District - Davis. Following a review of this information separate interlocal agreements have been prepared for each of these entities to (1) facilitate the transfer of CARES Act funds, and (2) document the purposes, objectives, and responsibilities of the parties involved.

Department Review

This staff report has been reviewed and approved by the City Manager.

Recommendation

Staff presents for City Council consideration of approval the attached resolutions and associated interlocal agreements between Bountiful City and the South Davis Recreation District and Mosquito Abatement District – Davis.

Significant Impacts

None.

Attachments

- Resolution 2020-17 for agreement with South Davis Recreation District
- Resolution 2020-18 for agreement with Mosquito Abatement District - Davis
- Interlocal Agreement with South Davis Recreation District
- Interlocal Agreement with Mosquito Abatement District - Davis



BOUNTIFUL

Bountiful City Resolution No. 2020-17

MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN SOUTH DAVIS RECREATION DISTRICT AND THE CITY OF BOUNTIFUL RELATED TO THE SHARING OF CITY CARES ACT FUNDS WITH THE DISTRICT

WHEREAS, South Davis Recreation District (the “District”) and the City of Bountiful (the “City”) are public agencies, as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. 11-13-101 et seq. (the “Act”), are authorized by the Act to enter into the Agreement; and

WHEREAS, the City has received federal funds which have been distributed through the state of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County; and,

WHEREAS, the District provides recreation services for and on behalf of the five cities in south Davis County (Bountiful, Centerville, North Salt Lake, West Bountiful, and Woods Cross) and those municipalities have agreed to share portions of their CARES Act funds with the District; and,

WHEREAS, the provisions of the CARES Act allow fund recipients to share their funds with other units of local government and non-profit organizations for the purpose of responding to the COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council as follows:

Section 1. The District has unfunded needs to purchase materials and supplies necessary to safely carry out the District’s pandemic response.

Section 2. The Mayor is authorized to execute the proposed Interlocal Agreement numbered 2020-17 , a copy of which is attached, with the District.

Section 3. Effective Date. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED this 10th day of November, 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder



BOUNTIFUL

Bountiful City Resolution No. 2020-18

MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonsen

CITY MANAGER
Gary R. Hill

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MOSQUITO ABATEMENT DISTRICT – DAVIS AND THE CITY OF BOUNTIFUL RELATED TO THE SHARING OF CITY CARES ACT FUNDS WITH THE DISTRICT

WHEREAS, Mosquito Abatement District – Davis (the “District”) and the City of Bountiful (the “City”) are public agencies, as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. 11-13-101 et seq. (the “Act”), are authorized by the Act to enter into the Agreement; and

WHEREAS, the City has received federal funds which have been distributed through the state of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County; and,

WHEREAS, the District provides mosquito abatement services for and on behalf of cities in Davis County and those municipalities have agreed to share portions of their CARES Act funds with the District; and,

WHEREAS, the provisions of the CARES Act allow fund recipients to share their funds with other units of local government and non-profit organizations for the purpose of responding to the COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council as follows:

Section 1. The District has unfunded needs to purchase materials and supplies necessary to safely carry out the District’s pandemic response.

Section 2. The Mayor is authorized to execute the proposed Interlocal Agreement numbered 2020-18 , a copy of which is attached, with the District.

Section 3. Effective Date. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED this 10th day of November, 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the 26 day of October, 2020, by and between **SOUTH DAVIS RECREATION DISTRICT**, a local district of the State of Utah, hereinafter referred to as “District” and Bountiful City, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Consideration.** The City hereby commits to provide Forty-Five Thousand Dollars (\$45,000.00) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from any other entity for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated funding from any other entity. The District further notes that it may not

similarly use Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before October 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on October 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond October 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. **Records, Reporting, And Transparency.**

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City from all claims, losses, suits, actions, damages, and costs of every name and description arising out of District's performance of this Agreement caused by any act or omission of District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

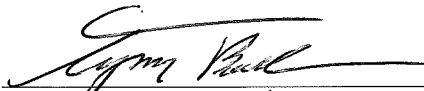
On the 26 day of October, 2020, personally appeared before me Tamilyn Fillmore, who being duly sworn, did say that he is the Chairman of the Administrative Control Board of the **SOUTH DAVIS RECREATION DISTRICT**, a local district of the State of Utah, and that the foregoing instrument was signed in behalf of the District by authority of its governing body and said Tamilyn Fillmore acknowledged to me that the District executed the same.

Notary Public


"DISTRICT"

SOUTH DAVIS RECREATION DISTRICT

ATTEST:



~~Secretary~~ Clerk

By: 

Tamilyn Fillmore, District Chair

CITY ACKNOWLEDGMENT

“CITY”

BOUNTIFUL CITY

ATTEST:

City Recorder

By: _____
Randy Lewis, Mayor

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT (“Agreement”) is made and entered into as of the 21 day of October, 2020, by and between **MOSQUITO ABATEMENT DISTRICT - DAVIS**, a local district of the State of Utah, hereinafter referred to as “District” and Bountiful City, a Utah municipal corporation, hereinafter referred to as “City.”

RECITALS:

A. The City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to combat and address the effects of the novel coronavirus disease (“COVID-19”) within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

B. The City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District’s services within the City’s jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Consideration.** The City hereby commits to provide One Thousand Seven Hundred Thirty-Nine Dollars (\$1,739.00) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from any other entity for the same loss or expense if the amount of the expenditure exceeds the District’s actual losses or expenses when added to any prior or anticipated funding from any other entity. The District further notes that it may not

similarly use Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditure on or before November 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on December 1, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond November 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at <https://home.treasury.gov/policy-issues/cares/state-and-local-governments>.

6. Records, Reporting, And Transparency.

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City from all claims, losses, suits, actions, damages, and costs of every name and description arising out of District's performance of this Agreement caused by any act or omission of District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
)
 :ss.
)
 COUNTY OF DAVIS)

On the 21 day of Oct, 2020, personally appeared before me Carinne N Bolduc, who being duly sworn, did say that he is the Chairman of the Board of the **MOSQUITO ABATEMENT DISTRICT - DAVIS**, a local district of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said _____ acknowledged to me that the District executed the same.



Marisa Graham
Notary Public

"DISTRICT"

MOSQUITO ABATEMENT DISTRICT-DAVIS

ATTEST:

Shirley Cox
Secretary

By: Carinne N. Bolduc, Chairman

CITY ACKNOWLEDGMENT

“CITY”

BOUNTIFUL CITY

ATTEST:

City Recorder

By: _____
Randy Lewis, Mayor

City Council Staff Report



Subject: Comprehensive Annual Financial Report & the independent auditor's Supplemental Reports for FY2020
Author: Tyson Beck, Finance Director
Department: Finance
Date: November 10, 2020

Background

Our annual audit has been completed and the Comprehensive Annual Financial Report (CAFR) and independent auditor's Supplemental Reports must be presented to the Council as per State law.

Analysis

State law requires that municipalities prepare and present to the governing body an annual financial report in conformity with Generally Accepted Accounting Principles (GAAP). State law also requires municipalities with annual revenues or expenditures of \$1,000,000 or more receive an annual independent audit and that the report of said audit be presented to the governing body (*See UCA Sections 10-6-150 and 51-2a-201 through 203.*).

For the fiscal year ended June 30, 2020 (FY2020) the CAFR was again prepared in-house by the Finance Department and audited by the independent auditing firm Keddington & Christensen, LLC. The FY2020 CAFR received an unmodified opinion (i.e. clean opinion) from the auditors.

Auditing standards require the independent auditing firm to report the scope of the audit, audit findings (if any), and significant audit adjustments (if any) directly to the governing body. Marcus Arbuckle, Partner at Keddington & Christensen, LLC, will present the audit and Supplemental Reports to the City Council.

Department Review

The CAFR was prepared principally by the Finance Director and reviewed by the Assistant Finance Director and Assistant City Manager, as well as audited by Keddington & Christensen, LLC. The Supplemental Reports were prepared by Keddington & Christensen, LLC and reviewed by the Finance Director and Assistant City Manager. This staff report was written by the Finance Director and reviewed by the City Manager.

Significant Impacts

There is no action required or other significant impacts in regards to these financial reports.

Attachments

CAFR and the auditor's Supplemental Reports for fiscal year ended June 30, 2020.

Recommendation

These reports are for your review of the City's FY2020 operations and finances. There is no formal action needed from the Mayor and City Council.

City Council Staff Report



Subject: 4-Wheeler Purchase

Author: Brock Hill

Department: Parks

Date: 10 November 2020

Background

Bountiful City has always been committed to providing fun, beautiful, and well maintained parks facilities for its citizens. This is accomplished through daily maintenance operations with 6 full time and 24 seasonal employees. We rely heavily on the maintenance equipment in our fleet and work hard to maintain and upkeep that equipment in safe and reliable working condition. We maintain 48 sites consisting of parks, detention basins, City owned facility landscapes, streetscapes, trailheads, and open spaces totaling 214 acres.

Analysis

The issues, regulations, and guidelines governing park operations during the COVID-19 pandemic have hit hard and been difficult to manage. The constant need for sanitizing playground equipment, bathrooms, picnic tables, benches, and other high traffic areas has keep the parks department scrambling. The lack of or availability of equipment has been one of the biggest issues impacting our ability to perform our job as per quickly changing mandates from the state and county. As the pandemic continues on with no reasonable end in sight, we are requesting to purchase (3) 4-wheel ATV's to better assist us in keeping up with the need to keep facilities sanitized and clean. This equipment will be used to transport our pressure washers and sanitizing sprayers in the parks, on city streets, and in tight difficult to reach areas. The smaller machines will help reduce damage to our turf, sprinklers, and potential breakage to sidewalks.

After researching the approved vendors (Steadman's – Toole, Weller Sports – Kamas, Jorgensen's – Richfield, White Knuckle Sports – Springville) on the State Contract for 4-wheelers, it was determined that the cost of travel and personnel time would be more than the savings available from what our local vendors could provide. Therefore, 3 businesses were contacted about providing equipment quotes. The businesses and their responses are as follows:

Renegade Sports (Centerville)	Yamaha	\$10,213.00 ea	1 available, others after 30 Jan.
	Kawasaki	\$11,013.00 ea	quantity in stock
Moto United (West Bountiful)	CanAm	\$13,851.00 ea	quantity not available, mid Feb.
Young Power Sports (Layton)	Polaris	\$10,676.00 ea	1 available, others after 30 Jan.

Department Review

The review was completed by the Parks

Recommendation

Staff recommends the Council approve the purchase of (3) 2021 Kawasaki 750 4-wheelers from Renegade Sports for the total price of \$33,039.00 due to the availability of product within the purchase and delivery timeframe of 30 December 2020.

Attachments

None (quotes are available for review if requested)

City Council Staff Report



Subject: Ace Recycling Agreement
Author: Charles Benson
Department: Recycling Department
Date: November 10, 2020

Background

Ace Recycling has provided bi-weekly curbside collection of recyclable materials for the City since 2013. The most recent modification to the contract was completed in 2018, when the City Council approved a 2 year extension with Ace. The current agreement is set to expire on 11-30-2020.

Analysis

Our past experience with services provided by Ace Recycling has been very positive. They are very responsive to the needs of the City (during events such as windstorm, snow removal) and work well with our residents. Ace's proposal to extend the contract is based on a 1.6% per can increase for an additional 2 year term.

Department Review

This report has been reviewed by the Recycling Director, Public Works Director and the City Manager.

Significant Impacts

The current charge to residents for recycling is \$2.75 per can, per month. The current collection charge from Ace is \$2.79 per can per month. If approved by the Council, the fee will be increased \$0.04 to \$2.83. For an estimated 12,834 cans, the increase in expense to the Recycling Budget will be approximately \$512 per month, or approximately \$3,600 through the end of the current Fiscal Year. This amount could be included in the reimbursement provided by the transfer of funds from the Landfill for the sorting, sale and disposal costs for the materials collected in the recycling program. Staff anticipates including a formal adjustment to the residential recycling fee in the upcoming FY 2021-2022 budgeting process.

Recommendation

Staff recommends Council approve the Residential Curbside Recycling Service Agreement extension with Ace Recycling for 2 years.

Attachments

Residential Curbside Recycling Service Agreement.

**RESIDENTIAL CURBSIDE
RECYCLING SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 16th day of November, 2020 by and between the following parties:

BOUNTIFUL CITY, 790 South 100 East, Bountiful, Utah, 84010, a Utah municipal corporation, herein called the "City" and ACE RECYCLING AND DISPOSAL, a Utah corporation, 2274 South Technology Drive, West Valley City, Utah 84119, herein called the "Contractor".

PURPOSE: The parties enter into this automated residential recycling collection agreement for the purpose of providing bi-weekly (every-other-week) curbside collection of recyclable materials for the contract term of December 1, 2020, to November 30, 2022. The Contractor shall have the exclusive right, subject to the terms hereof, to provide citywide residential recycling services within the City's corporate boundaries during the term of this Agreement. The parties understand that the City shall collect payments for services and containers provided to its residents and that it shall pay the Contractor for its services and containers provided hereunder. Contractor will provide services for approximately 12,250 households within Bountiful City, which the parties anticipate will change during the term of the Agreement. Collection will be made in cans designed for automated collection.

TERM: This agreement shall remain in effect for a period of two (2) years from the date hereof, unless terminated earlier pursuant to the terms of the Agreement. Nothing herein shall violate the Constitution of laws of the State of Utah. The parties are authorized to enter into this Agreement by Section 10-1-202, Utah Code Annotated.

NOT BINDING ON FUTURE CITY COUNCILS: Nothing herein shall be construed to bind future councils of Bountiful City contrary to the provisions of the Utah Constitution or the laws of the State of Utah.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange or promises of the parties specified herein.

DEFINITIONS: As used in the Agreement, the term "recyclable materials" means commonly used household products and materials for which recycling services are available designated by the City for collection which the parties agree shall be collected by the Contractor under this Agreement from City residents in the recycling containers provided by the Contractor for the purpose of recycling or reuse, including but not limited to, newspapers, tin and aluminum cans, corrugated cardboard, and certain plastic articles.

SPECIFIC PROVISIONS

1. SCOPE OF WORK. Contractor shall furnish all labor, fuel, trucks, equipment, supplies, supervision, and all other things required to complete its services hereunder (except services which are clearly the responsibility of the City and which are not directly related to Contractor's responsibilities hereunder, such as snow plowing), which shall consist of providing bi-weekly (every-other-week) collection of recyclable materials at curbside from residents citywide, as well as the removal, delivery, marketing and collection of payment for recyclable materials in accordance with the following conditions:
 - (A) Recycling Services. The recycling services shall include a single-stream system that allows residents to mix together all recyclable materials of paper, cardboard, plastics, and tin and aluminum in the same container. The comingled recyclables shall be collected from curbside of each residential unit or multi-family dwellings and from City owned facilities and properties as designated. Contractor shall ensure its personnel operate all trucks safely, and in compliance with existing laws and regulations. Contractor shall ensure that personnel conduct themselves in a courteous and professional manner in all of their interactions with the residents. Contractor shall ensure the collection service is provided in a clean and professional manner as to not constitute a nuisance within the City or inconvenience to the residents. All reasonable efforts shall be made to provide consistent reliable service, no matter what the conditions or circumstances. Contractor shall provide sufficient care in handling the containers to ensure they are not damaged during collection and are left standing in the same location and condition they were found. Contractor shall provide special service for handicapped or elderly citizens, who are unable to handle the containers as requested by the City, which shall include rolling out the container, dumping, and returning the container to the original placement.
 - (B) Containers. Contractor shall issue to each City residence a minimum 90-gallon container, equipped with wheels and permanently attached lids, designed and manufactured specifically for automated collection of recyclables. Containers shall be durable, maneuverable, and safe and meet ANSI standards for automated collection, the cost of which shall be the Contractor's. The recycling containers shall be blue in color with the recycling symbol and wording identifying the container is for "recycling only" prominently embossed and hot stamped into the lid of the container. Contractor shall maintain an adequate inventory of containers to meet the City's needs. All container deliveries, repairs, and pick-ups shall be provided promptly and efficiently. Container repairs or replacements shall be completed within five (5) working days after notifying Contractor. Containers for new accounts and additional containers shall be delivered within two (2) working days after notifying Contractor.
 - (C) Collection Schedule.Routing. Contractor shall collect residential recyclable materials from each resident bi-weekly (every-other-week). Due to the Contractor's materials processing facility closure on holidays, no pick-ups will be made on New Year's Day, Thanksgiving Day, and Christmas Day. The recyclables shall be picked up one day later for the affected days. Collection routes shall be established to correspond with the current waste collection routes. A separate truck shall collect the recyclables on the same day the trash is collected. Collection shall occur generally between the hours of 6:00 a.m. and 5:00 p.m. commencing no earlier than 6:00 a.m. each day.
 - (D) Hauling, Litter. Contractor shall transport and deposit the collected recyclables at a facility agreed to by the City and Contractor. Contractor shall ensure its trucks and loads

are so contained or enclosed that leaking, spilling, or blowing of the material is prevented when hauling recyclables. Contractor shall not litter premises in the process of making collections. In the event of any spillage by Contractor, the Contractor shall immediately clean up the material. Contractor shall not be required to collect or clean up material that has not been placed in an approved recycling container or spilled as a direct result of overfilling by the resident.

(E) Customer Service. In order to maintain an efficient and acceptable collection service, all requests for and complaints about service, including but not limited to, damaged recycling containers, missed pick-ups, litter, etc., shall be responded to and resolved by the Contractor expeditiously. Customer service representatives shall respond to all phone calls and complaints the same day or within twenty-four hours and ensure that service issues and requests are resolved courteously and to the customer's satisfaction. Contractor shall maintain a sufficient inventory of parts and adequate personnel and equipment to meet this service requirement. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

Contractor shall keep a log of complaints including date received and date resolved, and requests for service from recycling customers. These reports shall be provided to the City upon request. Contractor shall provide at least one crew supervisor to manage field operations. The crew supervisor shall be equipped with a vehicle and an operable two-way radio capable of communicating with the Contractor's vehicles and the Contractor's local office. Contractor shall maintain an office or such facility equipped with the latest technology for immediate access to customer service information and direct communication with its drivers. The Contractor's office shall have a responsible person in charge during business hours of 8:00 a.m. to 5:00 p.m. on collection days.

(F) Equipment. To ensure the City receives the highest level of seamless quality service, the Contractor shall provide an adequate number of newer vehicles for recycling services. Spare equipment shall be made available in the event of equipment failure and breakdown or scheduled service of a particular truck. All collection equipment shall be kept in good condition and repair, appearance and in a sanitary condition at all times, properly inspected and meeting all Federal, State, and local requirements for vehicle equipment. Each vehicle shall have clearly visible on each side the identity of the Contractor. Contractor shall furnish the City with the make, year, and serial number of each vehicle primarily assigned to the City pick-up. Contractor shall provide and maintain equipment that will not gouge, scrape, peel or otherwise damage the approved recycling containers.

(G) Recyclables Specifications. All recyclables shall meet the specifications set forth in Exhibit A. Recyclables specifically exclude, and the City agrees to put forth its best effort not to deposit or permit the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable Federal, State, or local laws or regulations (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall not vest with the Contractor. All recyclable materials placed out for collection shall be owned by, and are the responsibility of the occupants of the residential properties (residents) until the Contractor collects them. Contractor will deliver all recyclables that are collected to Rocky Mountain Recycling in Salt Lake City. Bountiful City will pay for any tipping fees, processing fees or any other charges from Rocky Mountain Recycling that applies to the materials that are delivered.

(H) Material Processing. The recyclable materials shall be processed at a facility approved by the City. There the commingled material shall be sorted into various categories, baled, and marketed to several contracted mills and companies for further

processing and reuse. Contractor shall provide monthly reconciliation of all recyclable materials collected and marketed under this Agreement, including, but not limited to, the type of material, weight totals, total residual material disposed of at the landfill, and documentation of final disposition of those materials sold and marketed. A summary report shall be provided to the City upon request.

(l) Public Education. To introduce and implement the recycling program in the City, the Contractor shall provide each residence a packet of information with the recycling container, including a collection schedule calendar, recycling instructions and guidelines, and a list of acceptable and unacceptable materials to be recycled. Contractor shall work closely with the City to help educate the residents and promote the recycling program. City newsletters, mailers, utility billing inserts, local newspapers, and presentations shall be used to help provide ongoing education on recycling and waste diversion. When containers are frequently loaded with contaminated materials, the Contractor's drivers shall tag the container notifying the resident of problems with unacceptable item(s). Contractor shall provide ongoing monitoring of material placed in the containers to educate and train residents on the proper way to recycle and reduce the contamination of recyclable materials, thus improving and better managing the effectiveness of the program.

2. SUBCONTRACTS OR ASSIGNMENT. Contractor shall not assign, transfer or subcontract any interest or service in this Agreement, except the marketing and recycling of recyclable materials, without the prior written consent of the City, provided that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City. The City may not unreasonably withhold its approval of an assignment, transfer or subcontract. The Contractor may, at its option, contract for the sale of recyclable materials collected as part of the citywide recycling program included in this Agreement. Contractor shall guarantee that only marketable recyclable materials shall be collected, and that all such materials collected will be marketed for recycling purposes, and collection of payment for the delivery thereof. In no case shall materials collected hereunder as recyclable materials be disposed of in the landfill without the written approval of the Director of Public Works or the City Manager. Under this provision, Contractor will be allowed to dispose of any residual non-recyclable material collected in the recycling container in any lawful manner. The Contractor's obligation with respect to sales and marketing of recyclable materials to contracted recycling mills and companies is set forth in Exhibit B.
3. DISPUTES. Any dispute (except one arising out of any event giving rise to the City's notice of termination under Section 4 below) concerning a question of fact arising under this contract which is not disposed of by written agreement shall be decided by the City Public Works Director or his designated representative (hereinafter called the "Director"), which decision shall be reduced to writing. A copy of said decision will then be furnished to Contractor. The decision of the Director shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of its services and duties under Agreement. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for in the above paragraph. However, nothing in this agreement shall be construed as making final the decision of the Mayor on a question of law. To the extent that this section conflicts with Section 4 below, Section 4 shall control.

4. DEFAULTS, REMEDY AND TERMINATION. Upon the occurrence of one or more of the following events:

(A) If Contractor substantially fails to perform any part of this Agreement;

(B) If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;

(C) If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term defined in 11 U.S.C § 101 [10], receiver, trustee or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit or action at law, or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership or liquidation, or dissolution of law or statute or amendments thereto to be commented by or against it or against any of its property which remains undismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by or otherwise absorbed by any individual, corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing.

Then, the City may, after serving ten days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within 10 days after serving such notice, the violation is not corrected to City's reasonable satisfaction, take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City, for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein, for up to three months. The City may complete the contract by itself or through a third party.

If the Contractor disputes the City's decision to terminate its services, it shall submit a written statement to the City setting out in detail the reasons for which it disputes the City's determination. The resolution of the dispute shall then be made pursuant to the terms of Section 3 except that the City Manager or Mayor shall designate another person than the Director of Public Works to render a decision on the matter. The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. The City will give consideration to special circumstances involving Acts of God or other circumstances beyond the control of the City or the Contractor.

5. INDEMNITY. Contractor shall indemnify and hold harmless the City and its officers, agents, and employees from and against all claims, damages, losses, and experiences arising out of or resulting from the performance of the services hereunder provided; that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or the injury or Destruction of tangible property including the loss of use resulting there from; and is caused in

whole or in part by any negligent or willful act of omission of the Contractor, subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable except to the extent that the damages, loss or expense are caused by the negligence or willful misconduct of the City, its employees, agents or subcontractors.

6. INSURANCE. Contractor shall procure and maintain in full force and effect employer's liability, worker's compensation, general liability, automobile liability, and property damage insurance. Contractor shall agree to furnish the City and maintain current certificates of insurance evidencing insurance coverage's throughout the period of Agreement performance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS</u>
(A) Worker's Compensation	Statutory
(B) Employer's Liability	\$2,000,000 each occurrence
(C) General Liability	\$2,000,000 each occurrence
	\$2,000,000 aggregate
(D) Automobile Liability	\$2,000,000 each occurrence
	\$2,000,000 aggregate
(E) Excess/Umbrella Liability	\$3,000,000 each occurrence
	\$3,000,000 aggregate

7. PERFORMANCE BOND. Contractor shall execute and deliver to the City a performance bond with a satisfactory corporate surety, conditional upon the individual performance of this Agreement. The performance bond shall be in the amount of six (6) months compensation of the contract price, and such shall be in force for the full term of the Contract.
8. CONTROLLING LAW. This agreement shall be construed in accordance with and enforced under the laws of the State of Utah. Any suit brought to enforce or set aside any part of this Agreement shall be brought in a Utah State Court unless the claims can only be heard in U.S. District Court, in which case, the matter shall be tried in the U.S. District Court of the District of Utah.
9. SAFETY. Contractor shall, at all times, take all reasonable steps to ensure the safe and prudent operation of all equipment and machinery in connection with this Agreement. Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, and orders relevant to its operation, including but not limited to OSHA rules and regulations, motor vehicle inspection and operation rules and regulations, and EPA laws and regulations, etc. All equipment shall be properly maintained in good working order and in compliance with all applicable safety and motor vehicle regulations. Contractor shall take all reasonable precautions to protect the safety of all children, pedestrians, motorists, employees, and any others that may be near the equipment and operation of the Contractor. Any accident, damage or injury, including (without limitation) damage to any City property or equipment, caused by the Contractor's equipment or employees in the performance of this Agreement shall be immediately reported to the City, and Contractor shall take prompt remedial action to restore, repair or replace all damaged or ruined property. The City may immediately terminate this Agreement upon Contractor's failure to comply with the provisions of this paragraph.
10. WAIVERS. No action or failure to act or to enforce a breach of this Agreement, either of the parties, their officers, agents or employees shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any subsequent breach except as may be specifically agreed in writing.

11. WORKING HOURS. Contractor, its subcontractors, agents, and employees shall not work outside of normal work hours of 6:00 a.m. to 7:00 p.m., Monday through Saturday, in performing work under this Agreement unless special prior arrangements for other hours have been requested and approved by the City. Contractor shall minimize noise disturbance to the surrounding neighborhoods by maintaining efficient noise attenuation devices on all noise generating equipment used in residential neighborhoods.
12. OBEY LAWS. Contractor shall obey all applicable laws and regulations of the United States, the State of Utah, and the City in performing this Agreement. In the event that Contractor or any of its employees are cited for violation of the law during the execution of the terms of this Agreement, including, but not limited to, overweight violations, traffic violations, mishandling of waste, littering, etc., the Contractor will be wholly responsible for any fees, fines, damages or costs of any kind which may occur as a result of these violations, and shall not pass these costs in any way onto the City.
13. REPRESENTATIVES. Except as otherwise provided herein, all notices required in this Agreement shall be given to the following:
 - (A) Notice to Bountiful City shall be given to the Director of public Works, 790 South 100 East, Bountiful, Utah, 84010, or such other address or person as the Director of Public Works shall direct in writing to the Contractor.
 - (B) Notice to Contractor shall be given to the District Manager at Contractor's address set out first above, or such other address or person as he shall direct in writing to the City.
14. COMPENSATION. In consideration of the recycling services provided by the Contractor, including bi-weekly (every-other-week) collection, provision and necessary repairs/replacement of containers, recyclable materials processing, sales and marketing, disposal of residual materials, and program education and rollout costs, the City agrees to pay the Contractor the following rates, fees, and charges (Collectively, "Service Fees"):
 - (A) Service Fees. City shall pay the Contractor \$2.83 per month per residential unit to which Contractor provides services during any part of a month. As a part of this agreement, Contractor shall retain all revenues from the sale of recyclable materials collected from City residences.
 - (B) Additional Containers. Residents may receive additional recycling containers from the Contractor, and shall be charged an additional monthly rate of \$2.83 for each additional recycling container. Residents must pay for additional containers they request for a minimum of six months after receiving them.
 - (C) Modification to Rates. The compensation payable to the Contractor shall be adjusted annually on the anniversary date of the contract beginning with the second contract year. The adjusted compensation shall reflect changes in the Contractor's cost of operations as indicated in the Consumer Price Index (CPI) for the previous calendar year as produced by Wells Fargo Bank or a similar entity mutually agreed upon by the City and the Contractor.
15. PAYMENTS. Payments and charges provided under the Agreement shall be invoiced monthly. Invoices shall set out the number of residents served for all or part of the month, the service fee charge for each residence, the number of residents and service fee charge for each additional container, and a total for all services provided for that month. The City shall pay the Contractor full payment of the invoiced amount within 30 days of the invoice date.

16. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written modification signed by the parties.
17. SEVERABILITY. If any part of this Agreement shall be declared void or non-enforceable by a court of competent jurisdiction, the remaining parts shall nonetheless remain in full force and effect.
18. IMPOSSIBILITY. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to, strikes (except that not strike by Contractor's employees shall prevent the City from making demand on Contractor's performance bond as otherwise provided for herein), riots, war, fire, Acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now, existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval.
19. COURTESY. Contractor's officers and employees shall be courteous, polite, and professional in all contacts with City residents. Within seven business days after receiving notification of the misconduct of an employee, the Contractor shall take steps to reasonably assure that the misconduct does not recur, including disciplining the employee. At the City's request, the Contractor shall promptly remove an employee from providing services under this Agreement.
20. MEDIATION. In the event that the parties are unable to resolve a dispute which has arisen over the subject of this Agreement, then either party may notify the other that the matter shall be submitted to non-binding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by both parties.
21. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and shall be deemed part of this Agreement, and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

[Space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first herein above written.

BOUNTIFUL CITY

ATTEST:

Randy Lewis, Mayor

Shawna Andrus, City Recorder

ACE RECYCLING AND DISPOSAL

By: _____

By: _____

Title: _____

Title: _____



City Council Staff Report

Subject: Proposed Land Use Code Text Amendment Regarding Accessory Dwelling Units
Author: Francisco Astorga, AICP, Planning Director
Date: November 10, 2020

Background

In September of 2018, the City amended Land Use Code § 14-14-124 and § 14-3-102 (definitions) regarding accessory dwelling units (ADUs). The City specifically amended residency requirements as well as other changes that clarified owner occupancy provisions. The Planning Department is recommending additional amendments to the ADU code. The amendments were considered by the Planning Commission during their October 6, 2020 meeting. The Commission deliberated the amendments, held a public hearing, and forwarded a positive recommendation with a 7-0 vote to the City Council.

The City Council then reviewed the proposed amendments during the October 13, 2020 Council meeting. The Council deliberated the amendments, held a public hearing, and continued the item to the October 27, 2020 meeting and directed Staff to consider the necessity of a square footage restriction and to further review the proposed parking requirements. Specifically, how older structures would be affected by the amendments. Because Staff was not able to gather all the information requested by the Council before October 27, 2020, the item was continued to the November 10, 2020 meeting. During the October 13, 2020 City Council public hearing, residents shared public comment with general support of the amendments.

Analysis

The proposal further clarifies the current definition of an ADU as it is lengthy, unnecessary, and conflicts with the number of occupants based on the code's current definition of "family." The current definition of an ADU indicates that "one or more persons" can occupy the ADU. Staff has not had any problems with this yet but recognizes the possible issues and recommends consistency across the Code.

Parking and Unit Size

The current Code does not provide a parking ratio for ADU's. The Code mimics the standard for a single-family dwelling, which requires a minimum of four (4) parking spaces (including 2 in a garage), while mentioning an intent to rely on adequate parking. Due to the flexible nature of vehicle ownership, Staff recommends quantifying a ratio typically found in standard parking practices. Staff has researched the Codes of other cities in South Davis County, Layton, Murray, Draper, and Salt Lake City, and found they share a common standard for single-family dwellings and ADUs, consisting of a minimum of three (3) parking spaces for the combined uses: two (2) spaces for the single-family dwelling and one (1) for the ADU; except Murray which requires two (2) additional parking spaces for an ADU. None of these cities require a garage.

Bountiful's current parking standard, which has been in effect since 2005/2006, requires a single-family dwelling to have four (4) parking spaces with at least two (2) spaces in a garage. Staff recognizes the challenges with older single-family dwellings which when built, had a lesser parking requirement. In researching the City's historic Land Use/Zoning Codes and ordinances, residential parking requirements reflect the following for single-family dwellings:

- 1955 – 1978: one (1) parking space, minimum
- 1979 – 2005: two (2) parking space, minimum
- 2006 – current: four (4) parking spaces (including 2 in a garage), minimum

Based upon the input from City Council on October 13th and upon additional research, Staff recommends that each ADU provide one (1) additional parking space from what was originally required.

Other Amendments

Staff and the Administrative Committee have experienced difficulties with the current restriction that ADUs be no more than 40% of the total floor area square footage. Staff and the Administrative Committee have struggled calculating total floor area square footage proposals that have a combined entry, where the applicant asserts that the entry/hallway/staircase counts for the principal unit only, but is also used by ADU occupant(s).

In further analyzing and reviewing the Code, Staff finds the current ratio provision (60/40, or as recommended by the Planning Commission 55/45) provides little benefit. The current standard requires the site to be owner-occupied but allows the property owner to live in either the principal unit **or** in the ADU.

Hypothetical example: the current Code allows a property owner to live in the ADU consisting of 20% of the floor area and the renter could live in the principal unit consisting of 80% of the floor area.

Based on the property owner's ability to live in either the principal unit or in the ADU, the result affects the renter by making the ADU ratio requirement meaningless. Furthermore, the same logic applies to mandating a maximum floor area cap. In cases of detached ADUs, current development standards for Accessory Structures already mitigate impacts of ADUs, as parameters are in place that restrict the footprint, height, separation from adjacent buildings, etc.

Staff recommends removing both the 60/40 ratio and the maximum floor area cap.

It is also proposed that for any non-basement ADU, a requirement for a dedicated separate entrance be created. Basement ADUs may share a common entrance, but each unit must have their own separated interior entrance door. This requirement would strengthen the self-contained component found in the definition and clears up confusion regarding square footage area calculations for each unit.

Finally, Staff is not recommending an amendment to the owner-occupied requirement and is proposing to remove confusing language regarding contract purchasers. Staff also requests to remove acronyms from the Code, as well as re-arranging some sections.

Department Review

This staff report was written by the Planning Director and reviewed by the City Attorney and City Manager.

Significant Impacts

The City recognizes that ADUs are an effective way to provide affordable housing in Bountiful. Many of the impacts from ADUs have already been anticipated and addressed in the existing Code. To improve the ability for Staff and the Administrative Committee to effectively administer this specific section of the Land Use Code, some amendments are proposed.

Recommendation

Staff recommends that the City Council review the proposed ADU Land Use Text Amendment and consider approving the draft ordinance as presented.

Attachments

1. Drafted Ordinance with Proposed Land Use Code Text Amendment



MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
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BOUNTIFUL

Bountiful City **DRAFT Ordinance No. 2020-10**

An ordinance amending Section 14-3-102(4) and 14-14-124 related to accessory dwelling units. Specifically, clarifying the current definition, modifying the parking standards, and requiring a dedicated separate entrance.

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
2. The Bountiful City Council finds that these amendments are necessary, are in the interest of the public, and are in harmony with the objectives and purposes of the Bountiful City Land Use Code.
3. The City, Planning Department, requests that changes to the definition and standards regulating Accessory Dwelling Units be considered; and
4. Simplifying the definition and modifying the parking standard of accessory dwelling units provides clarity to the Code and its administration; and
5. The proposed amendments provide additional opportunities for moderate-income housing in Bountiful City; and
6. Clarifying spaces that Staff and the Administrative Committee have expressed concerns as how to allocate unique spaces in relationship to the maximum restriction of the total floor area square footage of the primary structure, as well as requiring a dedicated separate entrance, provides the ability to consistently administer the Code; and
7. After a public hearing on October 6, 2020 the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
8. The Bountiful City Council held a public hearing on this Ordinance on October 13, 2020 and considered the statements made from the public as well as the recommendations from the Planning Commission and Staff.

9. The Bountiful City Council reviewed this item during the November 10, 2020 Council meeting and finds that the proposed amendments are in harmony with the objectives and purposes of the Land Use Code and in the best interest of the health, safety, and welfare of the City and the public.

Be it ordained by the City Council of Bountiful, Utah:

SECTION 1. Section 14-3-102(4) of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

14-3-102 DEFINITIONS

[...]

4. ACCESSORY DWELLING UNIT (see also “ACCESSORY IN-LAW APARTMENT”): A self-contained dwelling unit within an owner-occupied single-family residence or in a detached accessory structure located on an owner-occupied property. ~~that is either incorporated within the single-family residence or in a detached building which maintains complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation including a separate kitchen and/or laundry facilities.~~

[...]

SECTION 2. 14-14-124 of the Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended as follows:

14-14-124 ACCESSORY DWELLING UNIT

A. Purpose: The ~~city~~City recognizes that accessory dwelling units (~~ADUs~~) in single-family residential zones can be an important tool in the overall housing plan for the City. The purposes of the accessory dwelling unitADU standards of this Code are to:

1. Allow opportunities for property owners to provide social or personal support for family members where independent living is desirable.;
2. Provide for affordable housing opportunities.;
3. Make housing units available to moderate income people who might otherwise have difficulty finding homes within the ~~city~~City.;
4. Provide opportunities for additional income to offset rising housing costs.;

5. Develop housing units in single-family neighborhoods that are appropriate for people at a variety of stages in the life cycle;~~;~~ ~~and~~
 6. Preserve the character of single-family neighborhoods by providing standards governing development of accessory dwelling unitsADUs.
- B. An accessory dwelling unit shall only be approved as a conditional use, reviewed and approved by the Bountiful City Administrative Committee.
- C. An accessory dwelling unit shall not be approved, and shall be deemed unlawful, unless it meets ~~all of~~all the following criteria:
1. An accessory dwelling unit shall be conditionally permitted only within a single-family residential zone; and shall not be permitted in any other zone.
 2. It is unlawful to allow, construct, or reside in an accessory dwelling unit within a duplex or multi-family residential building or property.
 3. It is unlawful to reside in, or allow to reside in, an accessory dwelling unit that has not received a conditional use permit or without written authorization from the Bountiful City Planning Department.
 4. A maximum of one (1) accessory dwelling unit shall be permitted as a conditional use on ~~any a~~ lot or parcel in a single-family residential subzone.
 5. It is unlawful to construct, locate, or otherwise situate an accessory dwelling unit on a lot or parcel of land that does not contain a habitable single-family dwelling.
 6. A deed restriction limiting the use of a property to a single-family dwelling use, prepared ~~and signed~~ by the Bountiful City Planning Director and signed by all owners of the property on which an accessory dwelling unit is located, shall be recorded with the Davis County Recorder's Office prior to occupancy of the accessory dwelling unit. If a building permit is required, then said deed restriction shall be recorded prior to issuance of the building permit.
 7. The property owner, ~~which shall include titleholders and contract purchasers,~~ must occupy either the principal unit or the accessory dwelling unitADU, ~~but not both~~, as their permanent residence and at no time receive rent for the owner occupied unit. ~~Application~~ An application for an accessory dwelling unitADU shall include proof of owner occupancy as evidenced by voter registration, vehicle registration, driver's license, county assessor records or ~~other similar~~ means required by the Planning Department.

8. Separate utility meters shall not be permitted for the accessory dwelling unit.

~~9.~~ Any property and any structure that contains an approved accessory dwelling unit shall be designed and maintained in such a manner that the property maintains the appearance of a single-family dwelling residential use. Except as provided below, A-a separate entrance to the accessory dwelling unit ADU is required and shall not be allowed on the front or corner lot side yard. ~~Any A~~ separate entrance shall be located to the side or rear of the principal residence.

i. An accessory dwelling unit in a basement may share a common entrance with the principal unit, provided each unit has a separate interior door.

~~9.10.~~ It is unlawful to construct an accessory dwelling unit, or to modify a structure to include an accessory dwelling unit, without a building permit and a conditional use permit.

~~10.11.~~ Adequate off-street parking shall be provided for both the primary residential use and the accessory dwelling unit, and any driveway and parking area shall be in compliance with this Title. ~~In no case shall fewer than four (4) total off street parking spaces be provided with at least 2 of the spaces provided in a garage. In addition to the parking required for the principal unit at the time of construction, one (1) off-street parking space shall be provided for an accessory dwelling unit.~~ Any additional occupant vehicles shall be parked off-street in City Code compliant parking areas. On-street parking may be utilized in compliance with the current parking limitations outlined in the Bountiful Traffic Code regarding on-street parking.

D. In addition to the general accessory dwelling unit requirements, An-an attached accessory dwelling unit shall be deemed unlawful and shall not be occupied unless all ~~of~~ the following criteria are met:

~~1. Shall not occupy more than forty percent (40%) of the total floor area square footage of the primary dwelling structure,~~

~~2. Shall not exceed ten percent (10%) of the buildable land of the lot,~~

~~3.1.~~ Shall be at least three hundred fifty (350) sq. ft. in size;₅

~~4. Shall meet all of the requirements of the International Building Code relating to dwelling units,~~

~~5. An attached accessory dwelling unit shall meet all of the required setbacks for a primary dwelling,~~

~~Shall not have a room used for sleeping smaller than one hundred twenty (120) square feet, exclusive of any closet or other space.~~

2. Shall have its own dedicated separate entrance from the principal unit in compliance with section 14-14-124(C)(9) and shall not have the appearance of a Two-Family Dwelling (duplex). The separate entrance shall have a walkway in compliance with applicable building codes.

E. A detached accessory dwelling unit shall meet all of the above criteria, plus the following:

~~1. Shall require a conditional use permit, reviewed and approved by the Bountiful City Administrative Committee.~~

2.1. Shall not be located on a lot with less than eight thousand (8,000) square feet buildable land.

~~3.2.~~ Shall be configured so that any exterior doors, stairs, windows, or similar features are located as far away from adjoining properties as is reasonably possible to provide privacy to those properties.

3. 4. Shall meet all of the setbacks required of a detached an accessory structure ~~requiring a conditional use permit.~~

4. Shall be located behind the front building line of the principal unit.

4.5. The separate entrance to the accessory dwelling unit may be visible from the front or corner lot side yard based on proximity and appropriate mitigation proposed by the applicant, and approved by the Administrative Committee.

SECTION 3. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 10th of November 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Administrative Law Judge Term Renewal
Author: Clinton Drake
Dept: City Attorney
Date: 10 November 2020

Background

On June 24, 2014, the City Council approved an amendment to Chapter 8 of Title 2 of the Bountiful City Municipal Code. The amendment empowered an Administrative Law Judge to hear certain appeals provided for in the Bountiful City Municipal Code. The Council appointed Attorney Glenn Bronson to serve as the Bountiful City Administrative Law Judge since that time. The Municipal Code states that the Bountiful City Administrative Law Judge shall serve for a period of two years.

Analysis

The use of an administrative law judge for certain appeals contained within the Municipal Code has been an effective and efficient method of appeal for the public as well as the City. Mr. Bronson's two-year period of service as the Bountiful City Administrative Law Judge has expired. The Council may reappoint Mr. Bronson or appoint a new Administrative Law Judge. City Staff has reviewed Mr. Bronson's performance over the past two years and has found him to be conscientious, professional, and competent.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

No significant impacts.

Recommendation

It is recommended that the City Council approve the reappointment of Glenn Bronson as the Bountiful City Administrative Law Judge.

Attachments

Resolution 2020-19



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2020-19

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A RESOLUTION REAPPOINTING GLENN BRONSON AS THE BOUNTIFUL CITY ADMINISTRATIVE LAW JUDGE

WHEREAS, Bountiful City Municipal Code Title 8, Chapter 2 requires that an Administrative Law Judge be appointed by the City Council to serve for a period of two years; and

WHEREAS, Attorney Glenn Bronson has served as the Bountiful City Administrative Law Judge since June of 2014; and

WHEREAS, Mr. Bronson is a licensed attorney duly authorized to practice law in the State of Utah; and

WHEREAS, the City Council desires to reappoint Mr. Bronson as the Bountiful City Administrative Law Judge for an additional two years (June 2020 – June 2022) ; and

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

Section 1. Appointment. The Bountiful City Council hereby reappoints Glenn Bronson to serve as the Bountiful City Administrative Law Judge subject to all conditions contained in the Bountiful City Municipal Code.

Section 2. Effective date. This Resolution shall take effect immediately upon passage.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 10TH DAY OF NOVEMBER, 2020.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder