

# BOUNTIFUL CITY COUNCIL

TUESDAY, June 25, 2024

**6:00 p.m. Work Session**

**7:00 p.m. - Regular Session**

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, 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.

*The meeting is also available to view online, and the link will be available on the Bountiful City website homepage ([www.bountifulutah.gov](http://www.bountifulutah.gov)) approximately one hour prior to the start of the meeting.*

## AGENDA

### **6:00 p.m. – Work Session**

1. Community garden discussion – Mr. Gary Hill p. 3
2. RAP tax reauthorization discussion – Mr. Galen Rasmussen p. 7

### **7:00 p.m. – Regular Meeting**

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 June 11, 2024 p. 13
4. Council reports
5. Consider approval of expenditures greater than \$1,000 paid on June 5 & 12, 2024 p. 21
6. Annual fraud risk assessment presentation – Mr. Tyson Beck p. 25
7. Consider approval of the bid from M.C. Green & Sons, Inc. extending the contract for the water line replacement at the unit prices submitted in the updated proposal – Mr. Todd Christensen p. 29
8. Consider approval of Resolutions 2024-06 and 2024-07 which adopt interlocal agreements between Bountiful City and Farmington and Kaysville cities to provide dispatch services – Chief Ed Biehler p. 33
9. Consider approval of the purchase of four dispatch consoles from Xybix in the amount of \$92,487 – Chief Ed Biehler p. 55
10. Consider approval of the purchase of three transformers from Western United Electrical in the amount of \$65,691 – Mr. Allen Johnson p. 57
11. Consider approval of varnish mitigation services provided by RelaDyne for three turbines in the amount of \$14,750 – Mr. Allen Johnson p. 59
12. Consider the approval of Resolution 2024-08 authorizing a tax certificate and agreement for the UAMPS firm power supply project and related matters – Mr. Allen Johnson p. 61
13. Consider approval of the purchase of 50 butt treated power poles from Stella-Jones Inc. in the amount of \$50,169 – Mr. Allen Johnson p. 69
14. Consider approval of extending the bid from Big Iron Drilling, LLC for two additional directional bores in the amount of \$37,308 for a total amount of \$107,430 – Mr. Allen Johnson p. 71
15. Adjourn

  
City Recorder



# City Council Staff Report



**Subject:** Community Gardens  
**Authors:** Gary Hill and Brock Hill  
**Department:** Executive and Parks  
**Date:** June 25, 2024

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## **Background**

Councilwoman Price Huish would like the City Council to discuss community gardens. Very simply, a community garden is any piece of land gardened by a group of people. Around the world community gardens exist in various forms. Normally, individual gardeners are allocated their own plot which they cultivate themselves. A variation of this is a communal garden, where groups of people work together and share the harvest collectively. Community gardens are commonly found in urban areas where garden space is limited. They may be on public or private property. There are a number of community gardens in Davis and Salt Lake counties:

- Davis County gardens: [Davis County Utah / Davis4Health](#)
- SLC: <https://www.slc.gov/sustainability/local-food/community-gardens/>

Some community gardens are organized by cities, and many are organized by non-profit organizations or interested neighbors. Whatever the organization, these gardens share a few common components:

- A community garden plot is a commitment of time and constant effort for 6 to 9 months out of the year. Wasatch Community Gardens, a local non-profit that manages community gardens in the Salt Lake valley, estimates participants will need to spend an average of 5 hours per week in the spring, 4 hours/week in the summer, and 6 hours/week in the fall. <sup>i</sup>
- Community gardens require an invested group of volunteers from day one:
  - “A community garden without interested gardeners is just a vacant lot.” <sup>ii</sup>
  - “Starting a new garden begins with forming a group—a garden team—to manage the many tasks needed to organize and set up the garden, from finding a site, to recruiting gardeners, to improving the soil. The timeline for the start-up phase depends on many factors. Three to six months from starting to opening day is possible but optimistic. A year is more realistic.” <sup>iii</sup>
- Community gardens are shared spaces and require organized leadership and accountability. Gardeners not only take care of their own individual rental plots, they also must work together on a variety of garden service tasks, such as weeding common areas, handling irrigation maintenance, monitoring for pests, and leading

special garden improvement projects.<sup>iv</sup> Management and shared leadership of the garden and participants is critical to success.

- In most cases, new community gardens need considerable work before they can be planted. This usually includes importing topsoil, extending irrigation systems, building planter boxes, and possibly creating pathways.
  - Annual fall and spring preparation of the garden space is also crucial to success.
- Irrigation is a major consideration for gardens in Utah. A community garden would need to choose between an overhead spray (sprinkler) system, a drip irrigation system, or a traditional furrow irrigation system. Costs and initial set up would vary greatly.

### **Analysis**

The first question the City Council must answer is what level of involvement the City should have. City involvement can range from advocating the benefits of gardening to organizing and managing the entire endeavor. Attachment A to this staff report provides a matrix of possible involvement.

- Level 1: Education. This would include using the city website and other resources to encourage gardening and sharing of resources. We could provide tips and information to advocate for more gardening. The website could become a clearinghouse for best practices.
- Level 2: Facilitation. This level of city involvement would be limited to allowing a non-profit such as Wasatch Community Gardens or some other already-organized group to use City property for a garden IF such a group petitions the City.
- Level 3: Operation. This option would place the City in the center of operations. The City would be responsible for recruitment, land preparation, oversight, complaint management, and finances. Additional staff would need to be hired and equipment would need to be purchased to manage the project.

In brief, there is a difference between supporting an already-established interest group and creating interest from the ground up. To keep government small, Bountiful has traditionally avoided the latter approach. Consider Bountiful's special events: the City has had great success in supporting events organized by others. The most successful include Chalk Art, Handcart Days, Summerfest, and the Coats for Kids Car Show. All of these require City support and time, but not at the level of an event created by the City.

Once major consideration of participating in either a Facilitation or Operation role is the impact on staff and operations in spring and fall. This is the time of the year we have the smallest number of parks staff. This is not by design; it has become next to impossible to keep seasonal workers when school is in session. Thus, it might not be possible to "just add more part-time staff" to do the incremental work required of a community garden. And even if the work is limited to 3 or 4 hours a week, that's 3 or 4 hours not spent in one of our parks. This is not to say that a community garden isn't doable or desirable, simply that it will either impact the quality of our other properties or (likely) require hiring an additional full-time employee.

Future conversations will need to occur based on the Council's desired level of City involvement. If the Council wants to Facilitate an organization's community garden, Staff will return with a discussion of possible locations and costs after a group provides a qualified proposal. If the Council gives direction to Operate a garden, staff will begin research of locations and return with a discussion on equipment to be purchased, policies to be adopted, and staff to be hired.

Finally, if the City Council wishes to Facilitate or Operate a community garden, it may be wise to measure the effectiveness and impacts of the program, and reevaluate at the end of each season.

### **Department Review**

This report was reviewed by the Parks and Engineering Departments.

### **Significant Impacts**

The amount of staff time and cost to the City would vary greatly depending upon the desired level of involvement. As shown in the matrix, education will have very little impact on budget or staff time, but Operation of a garden will have one-time and ongoing costs that will require a budget increase and hiring additional staff.

### **Recommendation**

Staff would like the City Council to determine what level of involvement the City should have in the creation of a community garden.

### **Attachments**

Community Garden Matrix: Possible Levels of City Involvement

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<sup>i</sup> Wasatch Community Gardens webpage <https://wasatchgardens.org/community-gardens/join-a-garden>

<sup>ii</sup> Soil Science Society of America – Community Gardens <https://www.soils.org/about-soils/community-gardens/>

<sup>iii</sup> North Carolina Community Gardening Handbook - [Handbook Link](#)

<sup>iv</sup> Wasatch Community Gardens webpage

Possible Levels of City Involvement

	Education	Facilitation	Operation
<b>Description</b>	Promote better use of private garden resources in Bountiful. The City acts as a clearinghouse for information on the benefits of gardening. Develop permissive gardening ordinances. A City webpage could be created. Links to helpful resources and organizations would be included.	The City provides garden space to a non-profit group or organization that manages all aspects of the community garden. The organization would need to demonstrate the ability to run the program with minimal impact on City operations.	Bountiful solicits participation, installs the infrastructure, manages rentals, oversees volunteers, organizes group projects, and manages disputes. Preparation of the plots in the spring and fall.
<b>Program Goal</b>	Promote the benefits of gardening and encourage private property owners to share resources.	Allow an already-organized group to use city property for gardening with limited cost or disruption of existing city services.	Find residents to volunteer and participate in a community garden. Manage all finances and infrastructure to make the garden successful.
<b>Initial Construction</b>	None	Extension of irrigation lines and spigots to plots or planter box areas. Possible importation of topsoil. All other construction would be the requirement of the managing organization.	Extension of irrigation lines and spigots to plots or planter box areas. Drip irrigation system would likely be required. Possible importation of topsoil. Construction of planter boxes if desired. Construction of pathways if desired. Storage shed installation. Fencing. Purchase of equipment.
<b>Equipment</b>	None	Trash cans?	Tiller, hoses and irrigation equipment, storage shed, garden boxes (if desired), trash cans, shovels, rakes, etc.
<b>Staff Time</b>	Minimal. Creation of city webpage and occasional updating. Social media posts.	Moderate. Creation and management of a lease agreement with the managing organization. Employee point of contact with organization. Response to neighbor complaints or site issues. Coordination between organization and city departments.	Significant. Roles would include promotion to find participants, registration, payment, and plot assignment. Management of volunteer projects. Coordination with city departments and volunteers for spring and fall plot preparation. Nuisance control. Drafting and enforcement of policies. Coordination with neighbors, etc.
<b>Additional Staff Required?</b>	No	Possibly	Yes
<b>Cost</b>	Minimal. Staff time to create webpage and update social media.	Moderate. Initial cost to prepare site for leasing, including physical ground preparation. One to two hours of staff time per week estimated thereafter.	Significant. Purchase of all necessary equipment. Hiring of additional staff to manage the program and volunteers. Initial construction of plot areas or planter boxes. Annual spring and fall projects to prepare the ground for planting.
<b>Nuisance Management</b> -weeds -irrigation water left on -parking complaints -produce theft	None	Minimal. All nuisance issues would need to be dealt with by the managing organization. City staff would not respond to resident (or participant) complaints.	A staff project manager would need to be identified to manage the community garden. This individual would oversee nuisance response.
<b>Insurance and Liability</b>	None	Limited. The City would require the operator to obtain insurance and indemnify the city.	The City would carry all liability responsibility. Additional insurance might need to be purchased.

# City Council Staff Report



**Subject:** RAP Tax Reauthorization Election  
**Author:** Galen D. Rasmussen, Assistant City Manager  
Brad Jeppsen, City Attorney  
Jessica Sims, Human Resources Director  
**Department:** Executive, Legal and Human Resources  
**Date:** June 25, 2024

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## **Background**

Bountiful City's Recreation Arts and Parks (RAP) Tax is governed by applicable State law and Council approved guidelines and procedures. The RAP Tax is a sales based tax of 0.1% on every dollar of sales made in Bountiful City which translates to just 1 cent from every \$10 in taxable sales. The projected City RAP Tax revenues, if reauthorized for a ten-year period, could reach \$7.5 million. These funds could then be utilized again to fund parks improvements, other recreational improvements, and cultural activities and facilities for Bountiful City.

The current RAP tax authorization, if not reauthorized, will expire on April 1, 2026. Given this, the direction of the Council is being sought as to the desire for a reauthorization of the tax and, further, to communicate next steps for accomplishing a reauthorization.

## **Analysis**

A staff committee comprised of the Assistant City Manager, City Attorney, and Human Resources Director, was organized by the City Manager for the purpose of studying the requirements for a reauthorization of the RAP Tax, and to make recommendations for potential actions of the Council. The governing law for RAP Tax in Utah is found at U.C.A. 59-12-1402 which prescribes a process for authorizing the tax for all parties involved which include Bountiful City, Davis County, and the state of Utah.

Attached to this staff report is a detailed timeline for review by the Council outlining the process for the reauthorization of the existing RAP Tax and the Council's actionable steps along the way.

## **Department Review**

This staff report has been reviewed by, and received the concurrence of, the City Manager, City Attorney, and Human Resource Director.

## **Recommendation**

Direction from the Council is sought relative to desire for a reauthorization of the existing RAP Tax. This reauthorization process would include, among other items, a notification of intent being sent to Davis County for reauthorizing the tax and request for placement of an opinion question on the ballot at the November 5, 2024 election for this purpose.

## **Significant Impacts**

Reauthorization of the existing RAP Tax is necessary to avoid the loss of up to \$7.5 million in future revenues. These revenues could be used to fund future parks improvements, other recreational improvements, and cultural activities and facilities for Bountiful City.

## **Attachments**

- RAP Tax Reauthorization timeline

## **RAP Tax 2024 Timeline**

### **June 25 - City's Notice of Intent to Davis County Commission**

59-12-1402(6). (a) Before a city...legislative body submits an opinion question to the residents of the city...the city or town legislative body shall: (i) submit to the county legislative body in which the city or town is located a written notice of the intent to submit the opinion question to the residents of the city or town; and (ii) receive from the county legislative body: (A) a written resolution passed by the county legislative body stating that the county legislative body is not seeking to impose a tax under Part 7...

### **July 9 - City Council Resolution approving an opinion ballot question**

59-12-1402(1). (a) [A] city...legislative body...may submit an opinion question to the residents of that city...so that each resident...has an opportunity to express the resident's opinion on the imposition of a local sales and use tax of 0.1% to: (i) fund cultural facilities, recreational facilities...

11-14-201. (1) The governing body shall: (a) at least 75 days before the date of election: (i) approve a resolution submitting the question...to the voters ...

### **July 10 - Send copy of the Resolution to the Lieutenant Governor**

11-14-201. (1) The governing body...shall: (a) ... (i) approve a resolution...and (ii) provide a copy of the resolution to: (A) the lieutenant governor; and (B) the election officer...

### **July / August - Received approval from the Davis County Commission**

(6) (a) Before a city...submits an opinion question to the residents...the city...legislative body shall: (i) submit to the county legislative body...a written notice of the intent to submit the opinion question to the residents of the city or town; and (ii) receive from the county legislative body: (A) a written resolution passed by the county legislative body stating that the county legislative body is not seeking to impose a tax under Part 7....

### **August - Website arguments are to be prepared by the City Council (in favor) and an individual who wishes to oppose.**

59-1-1604. (1)(a) The governing body...shall submit to the election officer an argument in favor of a ballot proposition. (b)(i) Any eligible voter may submit to the election officer an argument against the ballot proposition. (ii) If two or more eligible voters wish to



submit an argument...the election officer shall designate one...to submit the argument...

**August 29 - Ballot Wording Due to the Davis County Elections Clerk**

**September 2 - Deadline for applicants who want to write in Voter Information Pamphlet**

20A-7-402. (1) The county or municipality that is subject to a ballot proposition shall prepare a local voter information pamphlet that meets the requirements of this part....

(i) To prepare arguments for or against a ballot proposition, a person shall file a request with the local legislative body at least 65 days before the election at which the ballot proposition is to be voted upon.

**September 15 - Voter Information Pamphlet arguments due to the City Recorder**

20A-7-402. (1) The county or municipality that is subject to a ballot proposition shall prepare a local voter information pamphlet that meets the requirements of this part.... (2)(a) (vi) The arguments supporting and opposing any county or municipal ballot proposition shall be filed with the local clerk not less than 50 days before the election at which they are to be voted upon.

**September 16 - Website arguments due to the City Recorder**

59-1-1604(1)(c)(B)(ii). The election officer shall ensure that each argument... is submitted not less than 50 days before the determination date.

**September 25 - Website rebuttal arguments to the City Recorder**

59-1-1604(2)(c). The election officer shall ensure that each rebuttal argument...(ii) is submitted not less than 40 days before the determination date.

**September 23 to October 17 - Mail Voter Information pamphlet**

20A-7-402. (1) The county or municipality that is subject to a ballot proposition shall prepare a local voter information pamphlet that meets the requirements of this part....(2)(a)(iv) ensure that the local clerk distributes either the pamphlets or the notice described in Subsection (3)(c) either by mail or carrier not less than 15 days but not more than 45 days before the election...

**October 1 - Arguments and Rebuttals are posted on the Statewide Electronic Voter Information Website and the City's website.**

59-1-1604(5). The governing body...shall: (a) post the arguments and rebuttal arguments on the Statewide Electronic Voter Information Website for 30 consecutive days before the determination date; [and] (b) in a prominent place on the taxing entity's public

website for 30 consecutive days before the determination date; and (c) in the next scheduled newsletter or other periodical published before the determination date.

**October 7 – Notice of Election given to Davis Journal by noon**

**October 9, 16 and 23 - Notice of Election published in the Davis Journal**

11-14-202(1). The governing body shall ensure that notice of the election is provided: (a) once per week during three consecutive weeks by publication in a newspaper having general circulation in the local political subdivision the first publication occurring not less than 21 nor more than 35 days before the election;

**October 14 - Place Notice of Election on Website**

11-14-202. (1) The governing body shall ensure that notice of the election is provided (b) on a website... for the three weeks that immediately precede the election;

**October 22 - City Council meeting allows presentation of RAP tax arguments**

59-1-1605. (1) The governing body of a taxing entity shall conduct a public meeting in accordance with this section no more than 14, but at least four, days before the determination date. (2) The governing body of the taxing entity shall allow equal time, within a reasonable limit, for a presentation of the arguments: (a) in favor of the ballot proposition; and (b) against the ballot proposition. (3) (a) A governing body...shall provide an interested party desiring to be heard an opportunity to present oral testimony within reasonable time limits. (b) A taxing entity shall hold a public meeting described in this section beginning at or after 6 p.m. (4) (a) A taxing entity shall provide a digital audio recording of a public meeting...no later than three days after the date of the public meeting.

**November 5 - Election Day**

59-12-1402(f). [T]he election shall be held at a regular general election or a municipal general election...

**November 26 or December 10 - City Council Ordinance implementing the RAP Tax**

59-12-1402(2). If the city...determines that a majority of the city's...voters voting...have voted in favor of the imposition of the tax...the city...legislative body may impose the tax by a majority vote of all members of the legislative body.

**December 11 – Notify the State Tax Commission about the RAP Tax ordinance**

**December 11, 2024 – Remind the State Tax Commission about the RAP Tax ordinance**

**April 1, 2026 - Reauthorized RAP Tax becomes effective for ten years.**

DRAFT



Minutes of the  
BOUNTIFUL CITY COUNCIL  
June 11, 2024 – 6:30 p.m.

Official notice of the City Council Meeting was given by posting an agenda at City Hall 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 Journal and Standard Examiner.

**Work Session – 6:30 p.m.**  
**City Council Chambers**

- |          |                         |  |
|----------|-------------------------|--|
| Present: | Mayor                   | Kendalyn Harris  |
|          | Councilmembers          | Jesse Bell, Kate Bradshaw, Richard Higginson (via Zoom), Cecilee Price-Huish |
|          | City Manager            | Gary Hill  |
|          | Asst. City Manager      | Galen Rasmussen  |
|          | City Engineer           | Lloyd Cheney   |
|          | Chief Building Official | Don Simons   |
|          | Streets Director        | Charles Benson   |
|          | Recording Secretary     | Maranda Hilton   |
| Excused: | Councilmember           | Matt Murri   |
|          | City Attorney           | Brad Jeppsen   |
|          | Planning Director       | Francisco Astorga  |

Mayor Harris called the meeting to order at 6:30 p.m. and welcomed those in attendance.

**135 SOUTH MAIN FEASIBILITY REPORT – MR. LLOYD CHENEY**

Mr. Lloyd Cheney explained that as staff inspected the building at 135 South Main Street, they found significant improvements that need to be made to the electrical, HVAC, plumbing and other utility systems. He asked the Council for the following direction: amending the contract with Design West to begin the design phase, hiring a construction manager, and the process of searching for a future tenant.

Mayor Harris said she felt the best option would be to renovate the space instead of rebuilding it. The entire council agreed with that.

Councilmembers asked questions about the potential layout of the space and how to best utilize both the east and west entrances, and rooftop dining, to connect Main Street to Town Square. Mr. Mike Perez, Design West Architects, answered questions about the design process and what was possible within certain budgetary and operational constraints. Councilmembers all agreed that being mindful of the budget was important, but that creating a space that added to the vibrancy of Main Street was their top goal. They liked the idea of utilizing some of the parking lot on the east side of the building as suggested by Mr. Cheney.

Mayor Harris suggested putting out an RFI to begin the search for a tenant as soon as possible, and not waiting until the space was finished. Mr. Cheney agreed that the search for a tenant

1 could happen concurrently with the design and construction but suggested waiting six to eight weeks  
2 until they had a better timeline established. The Council agreed that was a good idea.

3 Mr. Cheney thanked the Council for their feedback and said he had what he needed to move  
4 forward.

5  
6 The work session ended at 7:03 p.m.

7  
8 **Regular Meeting – 7:00 p.m.**  
9 **City Council Chambers**

11 Present:	Mayor	Kendalyn Harris
12	Councilmembers	Jesse Bell, Kate Bradshaw, Richard Higginson (via 13 Zoom), Cecilee Price-Huish
14	City Manager	Gary Hill
15	Asst. City Manager	Galen Rasmussen
16	City Engineer	Lloyd Cheney
17	Asst. City Engineer	Todd Christensen
18	Chief Building Inspector	Don Simons
19	Parks Director	Brock Hill
20	IT Director	Greg Martin
21	HR Director	Jessica Sims
22	Power Superintendent	Jess Pearce
23	Asst. Water Director	Jerry Wilson
24	Streets Director	Charles Benson
25	Recording Secretary	Maranda Hilton

27 Excused:	Councilmember	Matt Murri
28	City Attorney	Brad Jeppsen
29	Planning Director	Francisco Astorga

30  
31  
32 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

33 Mayor Harris called the meeting to order at 7:08 p.m. and welcomed those in attendance. Ms.  
34 Claudia Lindeberg led the Pledge of Allegiance and Pastor Jim Gunnuscio, First Baptist Church of  
35 Bountiful, offered a scripture and a prayer.

36  
37 **PUBLIC COMMENT**

38 Public comment was opened at 7:10 p.m.

39  
40 Ms. Melanie Berthold (1501 Maple Hills Drive) said she was there representing her neighbors  
41 and herself to inform the Council about the disruption that Utopia fiber installation has caused their  
42 neighborhood. She talked about the unrepaired damage caused to sprinklers, sidewalks and  
43 landscaping and the evasion of the contractors responsible. On Monday she was able to meet with  
44 City staff and a representative from B. Jackson construction; the meeting was respectful and  
45 accountability was taken and a timeline agreed upon for repairs. She ended by saying that her  
46 neighbors had three requests for the Council; 1. Ensure that those responsible repair the damage at

1 once, 2. Recognize the disruption and upset to citizen’s lives, and 3. Evaluate the true cost when  
2 looking into future projects, including the cost of time.  
3

4 Ms. Peggy Bazzaz (1511 Maple Hills Drive) said she wanted to talk to the Council about the  
5 unsafe sidewalks, the need for streetlight repairs, and the need for “No Parking” areas on the blind  
6 corners on Maple Hills. She said that her community has tried to bring this to the City’s attention  
7 before, but nothing has been done. She requested Maple Hills neighborhood be put on the City’s ten-  
8 year schedule of repairs, and that they be given a way to instigate the repairs of the sidewalks and  
9 streets, streetlights and a no parking zone.  
10

11 Ms. Claudia Lindeberg (2057 Penman Lane) reported that the water feature at Creekside Park  
12 has not been functional for the better part of three years and wanted to know why.

13 Mr. Gary Hill answered that it has been a challenge and staff have been working on a water  
14 quality issue that has prevented them from running the water feature there. The City is anxious to  
15 have it operational as well.  
16

17 Public comment was closed at 7:17 p.m.  
18

19 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD APRIL 25 &**  
20 **MAY 14 & 28, 2024**

21 Councilmember Bradshaw made a motion to approve the minutes from April 25 & May 14 &  
22 28, 2024, and Councilmember Price-Huish seconded the motion. The motion passed with  
23 Councilmembers Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
24

25 **COUNCIL REPORTS**

26 Councilmember Higginson did not have a report.

27 Councilmember Price-Huish did not have a report.

28 Mayor Harris announced that a new business named “Bricks and Minifigs” had their grand  
29 opening that week at The Square on 2600 South. They host birthday parties and classes, and take  
30 Lego trade-ins.

31 Councilmember Bell reported that the Bountiful History Museum is partnering with  
32 downtown businesses to place QR codes on their buildings, which will give information about the  
33 historical uses of those sites.

34 Councilmember Bradshaw reported that Governor Cox may call a special legislative session  
35 next Wednesday mainly to address SB161, the IPA power plant bill. She asked her colleagues to be  
36 ready for a potential briefing for cities this Friday once a draft is released.  
37

38 **BCYC REPORT**

39 Mr. John Cook, advisor to the BCYC, reported that they recently had the swearing-in for 54  
40 new youth council members. They are planning to help with several events this summer, including  
41 the Coats for Kids event, the Chalk Art festival, and the Handcart Parade.

42 Councilmember Bradshaw asked if they plan to do the “Stomp on Main” event again this  
43 year. Mr. Cook said they definitely plan on hosting that event again, it was a favorite of everyone last  
44 year.  
45

46 **CONSIDER APPROVAL OF:**

1 **A. EXPENDITURES GREATER THAN \$1,000 PAID ON MAY 22 & 29, 2024**

2 **B. APRIL 2024 FINANCIAL REPORT**

3 Councilmember Higginson made a motion to approve the expenditures paid May 22 &  
4 29, 2024 and the April financial report, and Councilmember Price-Huish seconded the  
5 motion. The motion passed with Councilmembers Bell, Bradshaw, Higginson and Price-  
6 Huish voting “aye.”

7  
8 **CONSIDER APPROVAL OF THE PROPOSAL FROM EQUINOX ENGINEERING FOR**  
9 **THE LANDFILL POND EXPANSION IN THE AMOUNT OF \$39,930 – MR. TODD**  
10 **CHRISTENSEN**

11 Mr. Todd Christensen explained that as the landfill ages and the City begins to use the  
12 southern portion of the property, it will require more storm water retention than it currently has. That  
13 event is several years away, but staff would like to begin the lengthy approval process to build it now,  
14 because of anticipated regulations which will be more restrictive and more expensive in the near  
15 future. He explained that Equinox Engineering has a lot of experience and is the company that helped  
16 the City navigate the issues that arose during the North Canyon Trailhead project. After the permits  
17 are obtained the City will self-perform the work of expanding the retention basin.

18 Councilmember Bradshaw asked if this new regulation was about shallow aquifers. Mr.  
19 Christensen said no, it is regards impoundments and will require that all impoundments have a  
20 synthetic liner and groundwater monitoring.

21 Councilmember Bell made a motion to approve the proposal from Equinox Engineering and  
22 Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers Bell,  
23 Bradshaw, Higginson and Price-Huish voting “aye.”

24  
25 **CONSIDER FOR ADOPTION – FY 2024 AMENDED BUDGET AND FY 2024-2025 FINAL**  
26 **BUDGET WITH RELATED ITEMS – MR. GALEN RASMUSSEN**

27 Mr. Galen Rasmussen presented the budget for review, saying that it has been open to the  
28 public since May, and tonight they will satisfy the requirement to hold public hearings on applicable  
29 sections of the budget before considering adoption. He added that the certified tax rate was not  
30 available until just today, but the budget can be adopted without those specifics due to how the  
31 adoption ordinance is written.

32 **A. PUBLIC HEARING ON THE FY2024-2025 COMPENSATION INCREASES FOR**  
33 **EMPLOYEES INCLUDING EXECUTIVE MUNICIPAL OFFICES**

34 Mr. Rasmussen showed a chart of all proposed compensation increases for executive  
35 municipal officers as required by new State law.

36 The public hearing started at 7:57 p.m.

37 Ms. Claudia Lindeberg (2057 Penman Lane) asked what kind of increase it was and  
38 how it compares to a city of the same size.

39 Mr. Rasmussen answered that there is a Cost of Living Adjustment (COLA) of 6%  
40 being proposed this year for all City employees, and a merit increase of 5% is also being  
41 offered to all eligible employees based on the City’s step and grade scale. He added that  
42 Bountiful conducts regular market studies to see where they compare to the other cities and  
43 tried to stay in the average of the top third.

44 Mayor Harris added that she appreciates staff doing regular market studies so that  
45 Bountiful can stay competitive to compensate and retain good employees.



1 Councilmember Bradshaw asked Mr. Gary Hill if he would elaborate on the new State  
2 law and more about the step and grade process the City uses.

3 Mr. Hill answered that every position in the City is classified as a certain grade, and  
4 the market study determines what grade that position is in. Each grade has a certain number of  
5 steps. For the first five years of employment, every employee receives a 5% merit increase.  
6 After those five years, merit increases freeze until year ten, and again until year fifteen, etc.  
7 There are exceptions for Police, who have a different number of steps, and for  
8 Journeymen/Linemen in the Power department. Managers do not have a freeze; they just walk  
9 through the steps until they get to the top of the paygrade. State law now requires that any  
10 increases for executive employees be shown as a percentage change and specifically approved  
11 as part of the budgetary process.

12 The public hearing ended at 8:05 p.m.

13 Councilmember Price-Huish added that she knows 11% seems like a large increase on  
14 paper, but she is comfortable with the policy because of the regular market studies and feels a  
15 6% COLA is the right call to help catch up to inflation. She also said that the merit increases  
16 are based on evaluation and performance, and she feels the employees are the City’s greatest  
17 asset.

18 **B. PUBLIC HEARING ON THE FY 2024-2025 TRANSFER OF FUNDS FROM LIGHT**  
19 **AND POWER FUND TO GENERAL FUND**

20 Mr. Rasmussen explained that a transfer of \$3,072,651 will be sent to the General  
21 Fund from the Power Fund this year. That amount is based on 10% of all metered sales, and it  
22 contributes to the funding of Police, Fire, and Streets operation, and helps keep property taxes  
23 lower.

24 The public hearing started at 8:10 p.m.

25 No comments were made.

26 The public hearing ended at 8:10 p.m.

27  
28 **C. PUBLIC HEARING ON THE FY 2023-2024 AMENDED BUDGET AND THE FY**  
29 **2024-2025 FINAL BUDGET**

30 Mr. Rasmussen reviewed the different taxing entities and showed how Bountiful City  
31 compares to other cities in Davis County.

32 The public hearing started at 8:16 p.m.

33 No comments were made.

34 The public hearing ended at 8:16 p.m.

35  
36 **D. CONSIDER APPROVAL OF ORDINANCE 2024-04 APPROVING COMPENSATION**  
37 **INCREASES FOR EMPLOYEES INCLUDING EXECUTIVE MUNICIPAL**  
38 **OFFICERS**

39 Councilmember Bradshaw thanked the staff for their many hours working on this  
40 year’s budget. She said that the budget is one of the most important things they do in the City  
41 and hoped that the lack of public comment meant that residents agree with what was  
42 presented.

43 Councilmember Bell reminded residents that all the preparatory budget meetings that  
44 take place each year are open to the public.

1 Councilmember Bradshaw made a motion to approve Ordinance 2024-04 and  
2 Councilmember Bell seconded the motion. The motion passed with Councilmembers Bell,  
3 Bradshaw, Higginson and Price-Huish voting “aye.”  
4

5 **E. CONSIDER APPROVAL OF ORDINANCE 2024-05 ADOPTING AMENDED AND**  
6 **FINAL BUDGETS, PROPERTY TAX RATES, COMPENSATION SCHEDULES,**  
7 **AND RELATED ITEMS**

8 Councilmember Bradshaw made a motion to approve Ordinance 2024-05 and  
9 Councilmember Higginson seconded the motion. The motion passed with Councilmembers  
10 Bell, Bradshaw, Higginson and Price-Huish voting “aye.”  
11

12 **CONSIDER ADOPTION OF RESOLUTION 2024-05 APPROVING AN INTERLOCAL**  
13 **COOPERATIVE AGREEMENT BETWEEN FARMINGTON CITY, NORTH SALT LAKE**  
14 **CITY AND BOUNTIFUL CITY FOR BUILDING INSPECTION SERVICES – MR. LLOYD**  
15 **CHENEY**

16 Mr. Lloyd Cheney explained that the City is now required to provide a list of three qualified  
17 inspection firms to developers in the event that the City is unable to perform those services within  
18 three business days of a request. Mr. Don Simons came up with the idea to partner with neighboring  
19 cities to share resources. This interlocal agreement would allow Bountiful, Farmington and North Salt  
20 Lake to help one another do timely inspections if ever needed.

21 Mayor Harris asked if the agreement had an end date. Mr. Simons answered that it did not.  
22 They plan for it to be ongoing, but that any of the cities may decide to leave at any point.

23 Mr. Cheney added that there are no financial impacts, all services will be provided free of  
24 charge.

25 Councilmember Bell asked what would happen if inequality became a problem, if one city is  
26 having to compensate for another more often than not. Mr. Simons said that in the past three years of  
27 his employment at Bountiful City, his department has never taken longer than three days to complete  
28 an inspection. Staff feels very confident it will not be an issue for any of the cities in the agreement.  
29 Farmington City has agreements with some other cities to the north, so a lot of cities are looking out  
30 for each other. If it ever becomes a problem the agreement can be terminated at will without an issue.  
31 Mr. Cheney agreed with that assessment.

32 Councilmember Higginson said he thinks it is a great idea and added that the legislation was  
33 introduced because a very small number of municipalities have long wait times, but most cities,  
34 including Bountiful, do not have a problem. This agreement meets the requirements of the bill that  
35 was passed due to the false narrative that the legislature bought into.

36 Councilmember Price-Huish asked about the contract with WC3, an inspection company  
37 listed in the staff report. Mr. Simons answered that the City does have a continuing contract with  
38 WC3 for inspection services when overflow occurs and will continue to utilize their services before  
39 calling upon the interlocal agreement. Mr. Cheney said they use WC3 only about five hours a month,  
40 but that may increase when some upcoming major projects start needing inspections.

41 Councilmember Higginson made a motion to approve Resolution 2024-05 and  
42 Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers Bell,  
43 Bradshaw, Higginson and Price-Huish voting “aye.”  
44

1 **CONSIDER APPROVAL OF THE PROPOSAL FROM SILVERLEAF PARTNERS FOR**  
2 **THE BOUNTIFUL POLICE DEPARTMENT DISPATCH CENTER IN THE AMOUNT**  
3 **NOTED IN THEIR PROPOSAL – MR. LLOYD CHENEY**

4 Mr. Cheney explained that staff put out an RFP for Construction Manager/General Contractor  
5 (CMGC) services for the remodel of the Police dispatch center. They received two responses and are  
6 recommending Silverleaf Partners, who were a subcontractor on the remodel of City Hall. Mr.  
7 Cheney explained that one of the deciding factors after analyzing the submitted timelines in their  
8 proposals, was that Silverleaf would be a better value if the project takes longer than a month.

9 Councilmember Bradshaw made a motion to approve the proposal from Silverleaf Partners  
10 and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bell,  
11 Bradshaw, Higginson and Price-Huish voting “aye.”

12 Councilmember Bell asked if there is a contingency built into the budget. Mr. Cheney  
13 answered that the budget has yet to be developed, but it will likely be around 10%.

14  
15 **CONSIDER APPROVAL OF THE PURCHASE OF A FOUNTAIN 9800SS AQUEOUS**  
16 **PARTS WASHER FROM NORTHERN TOOL IN THE AMOUNT OF \$43,000 – MR.**  
17 **CHARLES BENSON**

18 Mr. Charles Benson explained that their current parts washer has sprung a leak and was  
19 corroded beyond repair. Staff looked at a few different options and are recommending a replacement  
20 that is fully stainless steel because it will last longer without corrosion.

21 Councilmember Price-Huish said she appreciates they are recommending the higher quality  
22 model.

23 Councilmember Price-Huish made a motion to approve the purchase of a Fountain 9800SS  
24 Aqueous Parts Washer form Northern Tool and Councilmember Bradshaw seconded the motion. The  
25 motion passed with Councilmembers Bell, Bradshaw, Higginson and Price-Huish voting “aye.”

26  
27 **ADJOURN TO AN RDA MEETING WITH A SEPARATE AGENDA**

28 Councilmember Bell made a motion to adjourn to an RDA meeting with a separate agenda  
29 and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers Bell,  
30 Bradshaw, Higginson and Price-Huish voting “aye.”

31  
32 The meeting was adjourned at 8:37 p.m.  
33

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Mayor Kendalyn Harris

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City Recorder



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000 paid  
June 5 & 12, 2024

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** June 25, 2024

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## **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 June 5 & 12, 2024.

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

**Paid June 5, 2024**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNTDESC</u>	<u>AMOUNT</u>	<u>CHECKNO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
13765	BLIND SPOT	Police	104210 426000	Bldg & Grnd Suppl & Maint	5,771.00	239784	22074	Window Coverings for Bountiful City P.D.
1433	BOUNTIFUL MEMORIAL A	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	6,300.00	239785	05302024	3 granite memorial benches
9387	BURGOYNE, DAVID	Finance	104140 423000	Travel & Training	1,140.39	239787	06042024	Travel Expense for Tyler/Munis Conf. in IN.
11488	CENTRAL SQUARE	Police	104210 429200	Computer Software	18,397.75	239792	412404	PortalOne Mobile Annual Maintenance -Cust #16803
14651	CREATIVE TRAILS, INC	Trails	454550 473103	Improv. Other Than Bldg-Grant\$	6,000.00	239799	06032024	Bountiful Trails Project Management
1815	CROFT POWER EQUIPMEN	Storm Water	494900 425000	Equip Supplies & Maint	1,869.19	239801	187409	Misc. Parts/Supplies - Cust # 1728
1826	CUMMINS ROCKY MOUNTA	Streets	104410 425000	Equip Supplies & Maint	1,023.65	239802	60-11159	Misc. Parts/Supplies - Cust # 466117
2875	CURTIS BLUE LINE	Police	104210 423000	Travel & Training	2,100.00	239803	PINV904130	Mountain States SWAT Training - Cust #C4197
2875	CURTIS BLUE LINE	Police	104210 445100	Public Safety Supplies	1,613.68	239803	INV829293	Misc. Parts/Supplies - Cust # C4197
4824	DAVIS BEHAVIORIAL HE	Liquor Control	104218 445100	Public Safety Supplies	3,000.00	239806	SDB25	South Davis CTC Contribution FY25
1920	DELCO WESTERN	Government Buildings	104160 426000	Bldg & Grnd Suppl & Maint	2,807.84	239807	24-0955	Misc. Parts & Supplies
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,060.00	239809	97	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	12,060.00	239809	98	Tree Trimming
7212	ENTELLUS INC	Trails	454550 473101	Improv. Other Than Bldg-Bond \$	1,331.25	239817	57558	Canyon Creek Rd Trail Head, improv parking
2126	FAIRBANKS SCALES	Landfill Operations	585820 426000	Bldg & Grnd Suppl & Maint	1,968.00	239819	1684251	Maintenance Agreement - Cust # 95481
2126	FAIRBANKS SCALES	Landfill Operations	585820 426000	Bldg & Grnd Suppl & Maint	2,808.48	239819	1683717	Maintenance Agreement - Cust # 95481
5310	FLEETPRIDE	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	2,584.54	239822	117227375	Misc. Parts/Supplies - Acct #815961
15375	HARKNESS, LESLIE	Cemetery	595900 448040	Repurchase of Cemetery Lots	1,700.00	239828	06052024	Reimbursed for Cemetery Space
11418	HUMDINGER EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	9,291.37	239833	35023	Misc. Parts/Supplies
8756	IRBY ELECTRICAL DIST	Light & Power	535300 445201	Safety Equipment	2,980.00	239835	S013955530.001	Safety Glasses - Cust #221694
2719	JMR CONSTRUCTION INC	Streets	104410 473210	Road Recondition & Repair	15,009.20	239838	06032024	Work Completed in May 2024
2719	JMR CONSTRUCTION INC	Streets	104410 473400	Concrete Repairs	15,992.34	239838	06032024	Work Completed in May 2024
2719	JMR CONSTRUCTION INC	Storm Water	494900 441260	Wtrway Replcmnt-Concrete Rpr	62,196.58	239838	06032024	Work Completed in May 2024
3924	JOHNSON CONTROLS	Police	454210 472100	Buildings	1,179.20	239839	00047339361	Bountiful City Police & Courts Metasys - UT8401000
2870	KUSTOM SIGNALS, INC	Liquor Control	104218 445100	Public Safety Supplies	7,073.85	239843	389897	Service Contract - Customer ID 25218
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	32,903.28	239844	11623	Paving - Cust # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,461.12	239845	424397	Road Base - Cust # BCTY07399
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	5,365.28	239845	424415	Road Base - Cust # BCTY07399
2896	LARRY H. MILLER	Streets	104410 425000	Equip Supplies & Maint	1,033.62	239846	2184635W	Misc. Parts & Supplies - Acct # B11785
2920	LEFAVOR ENVELOPE COM	Finance	104140 429050	Utility Billing Supplies	10,929.41	239848	177763	Utility Billing Envelopes
2931	LES OLSON COMPANY	Police	104210 425000	Equip Supplies & Maint	4,947.05	239849	EQ652209	Monthly Maintenance - Cust # 01-BOUCI
14745	MCT	Police	104210 428000	Internet & Telephone Expense	2,345.99	239852	79829	Maintenance - Cust # C36721
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,190.51	239856	S105746215.004	Misc. Parts/Supplies - Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,512.76	239856	S106195120.001	Misc. Parts/Supplies - Cust # 18498
13975	PERSONAL IMPRESSIONS	Light & Power	535300 431001	Blue Stake & Location	1,448.21	239863	9994	Stake Flags - Customer # 185
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,481.36	239865	280077989	Tires and Service - Acct # 2801867
5553	PURCELL TIRE AND SER	Light & Power	535300 448635	Vehicles	2,943.54	239865	280078349	Tires and Service - Acct # 2801867
5553	PURCELL TIRE AND SER	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	3,060.15	239865	280077828	Tires and Service - Acct # 2801867
3649	RASMUSSEN EQUIPMENT	Landfill Operations	585820 425000	Equip Supplies & Maint	1,073.30	239869	10179705	Misc. Parts/Supplies - Acct # 009503
15373	RHINO PUMPS	Water	515100 472130	Wells	11,066.42	239872	FI-1228	Packing Stand Upper Williams - Cust # 0498
15373	RHINO PUMPS	Water	515100 472130	Wells	13,966.67	239872	FI-1225	Best Value Upper Williams - Cust # 0498
3731	RMT EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	1,914.23	239874	P48944	Misc. Parts/Supplies - Acct # BOUNT002
3916	SIGNATURE EQUIPMENT	Refuse Collection Operations	585800 425000	Equip Supplies & Maint	3,394.64	239881	9240368	Misc. Parts & Supplies
3933	SKAGGS COMPANIES, IN	Police	104210 445100	Public Safety Supplies	1,611.00	239882	450_A_217799_1	Misc. Parts/Supplies - Acct # 102985
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,050.24	239890	2024100107815	T-Chlor - Customer # C1303
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,823.60	239890	2024100107892	Fluoride - Customer # C1303

<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>
4131	T-MOBILE	Police	104210 428000	Internet & Telephone Expense	2,816.96	239889	05212024b	Account # 992894616
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	2,370.80	239893	0381146	Bulk Oil - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	22,852.00	239893	0381279	Fuel - Acct # 000275
4281	TWIN D INC.	Storm Water	494900 462400	Contract Equipment	1,282.50	239894	26815	Misc. Parts & Supplies
4285	TYLER TECHNOLOGIES,	Water	515100 429300	Computer Hardware	1,600.00	239895	045-470046	Remote Implantations - Cust # 41630-17460
10810	URBAN, DAN	Information Technology	104136 423000	Travel & Training	2,147.62	239898	06032024	Travel Expense for the Tyler Connect 2024 Conf.
4447	VEHICLE LIGHTING SOL	Light & Power	535300 474600	Vehicles	2,136.08	239901	14760	Light Install
5361	WATTS STEAM STORE UT	Landfill Operations	585820 426000	Bldg & Grnd Suppl & Maint	1,577.50	239903	7208807	PressureWash building heater parts - Cust ID129748
TOTAL:					<u>345,564.15</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid June 12, 2024**

<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>
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,721.62	239910	39681	Service call and repairs for Bountiful City Police
9280	AMERICAN MAINTENANCE	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	6,600.00	239911	716584	Fertilizer/Weed Control for Bountiful City
1220	AT&T MOBILITY	Streets	104410 428000	Internet & Telephone Expense	1,046.12	239914	X05282024	Account # 287314361186
1555	CALLAWAY GOLF	Golf Course	555500 448240	Items Purchased - Resale	3,522.51	239922	937824257	Gloves and Hats - Acct # 14853
1605	CEM AQUATICS	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,214.25	239924	17245	Water Feature chemicals - Cust # BOU01
4806	CHEMTECH-FORD, INC	Water	515100 448000	Operating Supplies	1,095.00	239926	24D1732	Lab Fees
5206	CLEAR CHOICE HEADSET	Police	104210 445100	Public Safety Supplies	1,972.00	239929	0624013	Headsets for Bountiful City Police Dept.
7562	DAVE'S AUTO CENTER	Golf Course	555500 474500	Machinery & Equipment	15,647.40	239933	49012	Repairs for VIN # FKE63642
1924	DELL MARKETING L.P.	Computer Maintenance	616100 429300	Computer Hardware	2,659.62	239936	10753132802	Parks Replacement Laptop - Cust # 13129956
5281	DOMINION ENERGY UTAH	Police	104210 427000	Utilities	2,604.74	239938	06012024E	Account # 3401140000
5281	DOMINION ENERGY UTAH	Parks	104510 427000	Utilities	1,132.45	239938	06012024H	Account # 2493910000
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	4,776.24	239944	1242252	Misc. Parts/Supplies - Cust # 48108
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	6,475.00	239944	1242339	Misc. Parts/Supplies - Cust # 48108
2562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	11,232.00	239956	28256.001	Misc. Metering Supplies
14162	INSIGHT PUBLIC SECT	Information Technology	104136 429200	Computer Software	2,622.00	239957	1101169887	MS Server Licensing - Acct # 11064483
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,883.10	239958	SLC06240047	June 2024 Janitorial Cleaning - Cust # 065075
7361	JORGENSON COMPANIES	Liquor Control	104218 445100	Public Safety Supplies	2,535.95	239962	J033458	Gear Lockers - Customer ID BOUNTI6020
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,509.84	239964	11658	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,516.86	239964	11745	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,570.86	239964	11786	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	2,275.02	239964	11646	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,778.92	239964	11757	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,295.78	239964	11733	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,659.74	239964	11695	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,075.54	239964	11725	Patching - Cust # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,798.60	239964	11709	Patching - Cust # BOUN02610
2987	M.C. GREEN & SONS IN	Water	515100 473110	Water Mains	102,951.33	239969	5085	Bountiful Waterlines Project - App #9
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	2,466.37	239976	S106211161.001	Misc. Parts/Supplies - Cust # 18498
14511	ONWARD TECHNOLOGY	Information Technology	104136 429300	Computer Hardware	1,296.00	239984	81190	Network Switch Replacement
5550	PARTRIDGE GROUP	Police	104210 432000	Examination & Evaluation	1,650.00	239988	5813	Direct Care Seesions (Therapy)
3458	PETERBILT OF UTAH, I	Recycle Collection Operations	585810 425000	Equip Supplies & Maint	1,751.41	239990	1031672PU	Misc. Parts/Supplies - Acct # 457
10033	PINETOP ENGINEERING	Streets	104410 441300	Street Signs	1,319.53	239992	5208	Spring Maintenance
5553	PURCELL TIRE AND SER	Streets	104410 425000	Equip Supplies & Maint	1,407.72	239995	280078510	Tires and Service - Acct # 2801867
13120	RECYCLE IT	Landfill Operations	585820 448000	Operating Supplies	5,610.00	240000	10442	Mattress Recycling for May 2024
10586	ROCKY MOUNTAIN RECYC	Recycle Collection Operations	585810 431550	Recycling Processing Fees	8,806.72	240004	NP160035	Recycling Fees
11879	ROCKY MTN MONUMENT	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	1,700.00	240005	23M0608	Rainbow Marker for Bountiful City
3791	RUSH TRUCK CENTER-SA	Streets	104410 425000	Equip Supplies & Maint	5,196.00	240007	3037476521	Misc. Parts/Supplies - Cust # 187612
3812	SAFETY SUPPLY & SIGN	Streets	104410 441300	Street Signs	2,423.52	240010	189745	Misc. Parts/Supplies - Cust ID 00330
3835	SALT LAKE WHOLESale	Police	104210 445100	Public Safety Supplies	9,781.65	240012	96872	Misc. Supplies/Uniform
9135	STRAIGHT DOWN	Golf Course	555500 448240	Items Purchased - Resale	1,958.48	240020	INV0090612	Men's Wear - Customer # 3016
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,481.41	240025	918163900	Golf Balls - Acct # US00021802
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	3,014.80	240026	0380884	Fuel - Acct # 000276
5442	TRAVIS MATHEW, LLC	Golf Course	555500 448240	Items Purchased - Resale	1,096.95	240028	91875599	Men's Wear - Acct # 1006176
4273	TURF EQUIPMENT CO	Golf Course	555500 425000	Equip Supplies & Maint	1,290.59	240031	3023847-00	Misc. Parts/Supplies - Cust # 2144
4285	TYLER TECHNOLOGIES,	Water	515100 429300	Computer Hardware	2,400.00	240032	045-471162	Munis Implantation - Cust #41630
9927	UTAH DEPARTMENT OF P	Police	104210 413040	State Retirement & 401 K	3,300.00	240034	06122024	2024 Local Public Safety Trust Fund
10811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	35,100.00	240035	CONBF-006	May 2024 Fiber Network Connection fees
10811	UTOPIA FIBER	Fiber	505000 473150	Fiber Network Lines/Conduit	2,186,528.60	240035	06032024	Bountiful City's Fiber Network
<b>TOTAL:</b>					<b>2,486,752.24</b>			



# City Council Staff Report



**Subject:** Internal Risk Assessment for FY2024  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** June 25, 2024

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## **Background**

The Office of the State Auditor (the OSA) requires all local governments to annually perform an internal assessment of fraud risks and present that assessment to the governing officials in a public meeting. This requirement is based on the OSA desire to help elected officials and management understand fraud risks and how those risks can be mitigated.

## **Analysis**

The OSA has developed a Fraud Risk Assessment checklist and implementation guide to be reviewed and completed by City management. The OSA Fraud Risk Assessment checklist is a list of various internal controls and policies with a corresponding point matrix. The final point total is intended to communicate a fraud risk score and has a five-level scale as follows:

1. Very low
2. Low
3. Moderate
4. High
5. Very High

Fraud by definition is wrongful or criminal deception performed with the intent of personal gain. Fraud is commonly seen as an attempt to conceal or cover up criminal acts such as theft or financial statement misrepresentation. Fraud can have serious ramifications for both the City and the individuals involved.

Assessing fraud risk by evaluating/researching where City operations are susceptible to fraud has long been an established management process at Bountiful City. Assessing risks of fraud in operations is a necessary first step in preventing and mitigating fraud. Once fraud risks are identified internal controls and policies can be implemented in City operations to create a control environment that is the true source of mitigating and preventing fraud.

It is important to understand that because each local government and business is different, their respective control environment will also have differences. Internal controls and policies that work well for one entity might be ineffective and unnecessarily burdensome to another entity.

City management understands and acts on its role to implement internal controls and best practices to prevent and mitigate fraud.

City management is appreciative of the OSA effort to teach and train on the importance of fraud risk assessment and internal controls, and has incorporated this requirement into its existing process of risk assessment.

City management has completed the OSA required Fraud Risk Assessment checklist evaluating City operations for FY2024 and is presenting the results of the OSA risk assessment to the City Council.

**Department Review**

This staff report was prepared by the Finance Director and reviewed by the City Manager

**Significant Impacts**

There are no significant impacts or action items regarding this internal risk assessment report.

**Attachments**

FY2024 Internal Risk Assessment

If more information is desired by the City Council, the OSA Fraud Risk Assessment document and other training materials surrounding their efforts to address fraud are available on their website: <https://resources.auditor.utah.gov/s/article/Forms-Manuals-Guides>

**Recommendation**

These reports are for your review of the City's FY2024 operations. There is no formal action needed from the Mayor and City Council.

# Fraud Risk Assessment

Continued

\*Total Points Earned: 335/395 \*Risk Level: Very Low Low Moderate High Very High  
 > 355      316-355      276-315      200-275      < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	Yes	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	Yes	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	No	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training ( <a href="http://training.auditor.utah.gov">training.auditor.utah.gov</a> ) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?	No	20
9. Does the entity have a formal audit committee?	No	20

\*Entity Name: Bountiful City

\*Completed for Fiscal Year Ending: June 30, 2024 \*Completion Date: 6/19/2024

\*CAO Name: Gary Hill \*CFO Name: Tyson Beck

\*CAO Signature:  \*CFO Signature: 

\*Required



# City Council Staff Report

**Subject:** 2024 Water Line Contract  
**Author:** Lloyd Cheney, City Engineer  
**Department:** Engineering, Water  
**Date:** June 25, 2024



## **Background**

Approximately one year ago the City Council approved the award of a contract with MC Green for water line replacement projects. MC Green is requesting an extension of the contract for an additional year and has provided an update to the unit pricing schedule for the contract.

## **Analysis**

MCGreen completed three significant projects under the previous contract. Because of an adjustment to the schedules for street reconstruction projects on 300 S and 400 S, those projects were prioritized over the replacements included in Schedules 2 and 3 of the 2023 contract. These projects (Schedules 2 and 3) will constitute the focus of work planned for the 2024 construction season.

The proposed pricing was evaluated project-by-project and for the contract overall. Schedule 1 contains the complete list of pay items included in the contract and is used for pricing culinary water line installation in new developments which may be approved or for unanticipated projects. Under Schedule 1, individual items are proposed to increase 7.2% to as much as 14.1%. Compared to 2023 pricing, Schedule 1 is proposed to increase 9.3% for all items. Schedules 2 and 3 (the 2 carryover projects) are proposed with similar increases of 8.9% and 9.6%, respectively. The overall contract (all 3 schedules) is proposed to have a 9.2% increase. The increases in costs are not unexpected given the robust Utah economy and increases in material costs are similar to what the Water Dept. is currently experiencing when purchasing for it's own work.

## **Department Review**

This report has been reviewed by the Water Department Director and the City Manager.

## **Significant Impacts**

The FY24-25 Water Dept. Capital Expense – Water Mains budget has allocated a total of \$1.5 M for water line replacement projects. This amount is split into \$1.3M for traditional water line replacement projects and \$200,000 for lining projects. Because these amounts are key components to the Water Dept's 40 yr maintenance plan, project expenses will be managed to fit within the planned expenditure levels.

**Recommendation**

- Accept the proposal of M.C. Green & Sons, Inc. and extend the contract for the water line replacement at the unit prices submitted in the updated proposal.

**Attachments**

Pricing Evaluation

Schedule 1: Random Locations				2023 Contract Pricing	
Item	Unit	Qty	Description	Unit Price	Amount
1	Lft	200	4" C-900 PVC Pipe (DR 18)	100.80	20,160.00
2	Lft	1,000	6" C-900 PVC Pipe (DR 18)	92.59	92,590.00
3	Lft	1,000	8" C-900 PVC Pipe (DR 18)	104.12	104,120.00
4	Lft	1,000	10" C-900 PVC Pipe (DR 18)	117.76	117,760.00
5	Lft	1,000	12" C-900 PVC Pipe (DR 18)	134.36	134,360.00
6	Ea	3	6" Tapping Tee and Valve	4,717.42	14,152.26
7	Ea	3	8" Tapping Tee and Valve	5,692.53	17,077.59
8	Ea	3	4" Tee	1,706.74	5,120.22
9	Ea	5	6" Tee	1,881.80	9,409.00
10	Ea	5	8" Tee	2,152.33	10,761.65
11	Ea	5	10" Tee	2,519.38	12,596.90
12	Ea	3	12" Tee	2,986.19	8,958.57
13	Ea	2	8" Cross	2,310.86	4,621.72
14	Ea	3	4" Fitting	1,088.85	3,266.55
15	Ea	5	6" Fitting	1,198.25	5,991.25
16	Ea	5	8" Fitting	1,371.96	6,859.80
17	Ea	5	10" Fitting	1,666.51	8,332.55
18	Ea	3	12" Fitting	1,974.07	5,922.21
19	Ea	3	4" Gate Valve	2,058.14	6,174.42
20	Ea	5	6" Gate Valve	2,359.70	11,798.50
21	Ea	5	8" Gate Valve	3,194.82	15,974.10
22	Ea	5	10" Gate Valve	4,445.66	22,228.30
23	Ea	3	12" Gate Valve	5,424.54	16,273.62
24	Ea	5	Bountiful Standard FH Assembly	8,895.18	44,475.90
25	Ea	10	Transfer Service Lateral	1,645.54	16,455.40
26	Ea	10	Replace Service Lateral to Exist. Meter	2,354.52	23,545.20
27	Ea	10	New 1" Culinary Service	2,978.71	29,787.10
28	Ea	2	New 2" Culinary Service	7,597.14	15,194.28
29	Ea	5	Connect to Exist. Main	3,142.50	15,712.50
30	Ea	1	6" PRV with vault	36,521.79	36,521.79
31	Ea	1	8" PRV with vault	42,634.16	42,634.16
32	Ton	1,000	Granular Backfill	18.46	18,460.00
					897,295.54

Proposed 2024 Contract Pricing		
Unit Price	Amount	
111.02	22,204.00	110.1%
101.91	101,910.00	110.1%
113.95	113,950.00	109.4%
128.17	128,170.00	108.8%
145.50	145,500.00	108.3%
5,172.73	15,518.19	109.7%
6,190.24	18,570.72	108.7%
1,947.75	5,843.25	114.1%
2,130.42	10,652.10	113.2%
2,412.71	12,063.55	112.1%
2,795.72	13,978.60	111.0%
3,282.82	9,848.46	109.9%
2,578.13	5,156.26	111.6%
1,236.28	3,708.84	113.5%
1,350.43	6,752.15	112.7%
1,531.69	7,658.45	111.6%
1,839.05	9,195.25	110.4%
2,159.98	6,479.94	109.4%
2,247.71	6,743.13	109.2%
2,562.38	12,811.90	108.6%
3,433.80	17,169.00	107.5%
4,739.02	23,695.10	106.6%
5,760.47	17,281.41	106.2%
9,532.13	47,660.65	107.2%
1,858.99	18,589.90	113.0%
2,666.39	26,663.90	113.2%
3,326.22	33,262.20	111.7%
8,145.45	16,290.90	107.2%
3,529.33	17,646.65	112.3%
39,610.90	39,610.90	108.5%
45,989.02	45,989.02	107.9%
20.20	20,200.00	109.4%
	980,774.42	109.3%

Schedule 2: Mill Street and Bali Hai Subdivision				2023 Contract Pricing	
Item	Unit	Qty	Description	Unit Price	Amount
1	Lft	639	6" C-900 PVC Pipe (DR 18)	95.25	60,864.75
2	Lft	5,253	8" C-900 PVC Pipe (DR 18)	103.68	544,631.04
3	Ea	13	8" Tee	2,065.48	26,851.24
4	Ea	20	6" Fitting	1,154.99	23,099.80
5	Ea	12	8" Fitting	1,281.45	15,377.40
6	Ea	3	6" Gate Valve	2,296.62	6,889.86
7	Ea	11	8" Gate Valve	3,182.34	35,005.74
8	Ea	8	Bountiful Standard FH Assembly	8,895.18	71,161.44
9	Ea	39	Repl. Service Lateral to Exist. Meter (Short)	2,307.89	90,007.71
10	Ea	38	Repl. Service Lateral to Exist. Meter (Long)	2,502.37	95,090.06
11	Ea	12	Connect to Exist. Main	2,544.42	30,533.04
12	Ea	2	Replace Existing 8" Pressure Reducing Valve	40,765.98	81,531.96
13	Ton	3,654	Granular Backfill	18.46	67,452.84
SubTotal					1,148,496.88

Proposed 2024 Contract Pricing		
Unit Price	Amount	
104.76	66,941.64	110.0%
111.00	583,083.00	107.1%
2,322.08	30,187.04	112.4%
1,305.29	26,105.80	113.0%
1,437.24	17,246.88	112.2%
2,496.55	7,489.65	108.7%
3,420.78	37,628.58	107.5%
9,532.13	76,257.04	107.2%
2,622.82	102,289.98	113.6%
2,820.97	107,196.86	112.7%
2,905.25	34,863.00	114.2%
43,789.42	87,578.84	107.4%
20.20	73,810.80	109.4%
	1,250,679.11	108.9%

Schedule 3: 650 E and 200 N				2023 Contract Pricing	
Item	Unit	Qty	Description	Unit Price	Amount
1	Lft	31	6" C-900 PVC Pipe (DR 18)	229.51	7,114.81
2	Lft	1,569	8" C-900 PVC Pipe (DR 18)	102.91	161,465.79
3	Ea	6	8" Fitting	1,286.68	7,720.08
4	Ea	2	8" Gate Valve	3,194.82	6,389.64
5	Ea	3	Bountiful Standard FH Assembly	8,895.18	26,685.54
6	Ea	14	Repl. Service Lateral to Exist. Meter (Short)	2,333.45	32,668.30
7	Ea	21	Repl. Service Lateral to Exist. Meter (Long)	2,468.97	51,848.37
8	Ea	2	Connect to Exist. Main	4,396.55	8,793.10
9	Ea	1	Replace Existing 8" Pressure Reducing Valve	50,106.86	50,106.86
10	Ton	992	Granular Backfill	18.46	18,312.32
SubTotal					371,104.81

Proposed 2024 Contract Pricing		
Unit Price	Amount	
248.99	7,718.69	108.5%
111.00	174,159.00	107.9%
1,442.70	8,656.20	112.1%
3,433.80	6,867.60	107.5%
9,532.13	28,596.39	107.2%
2,648.65	37,081.10	113.5%
2,787.23	58,531.83	112.9%
5,088.11	10,176.22	115.7%
54,787.42	54,787.42	109.3%
20.20	20,038.40	109.4%
	406,612.85	109.6%

Total, all Schedules 2,416,897.23 2,638,066.38 109.2%





# City Council Staff Report

**Subject:** Communication Center Interlocal Agreement  
**Author:** Chief Biehler  
**Department:** Police Department  
**Date:** June 19, 2024



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## **Background**

Over the last couple of years there has been discussion about dispatch center consolidation within Davis County. In 2023 Clearfield City disbanded their dispatch and moved to Layton City for dispatch services. In the latter part of 2023 Kaysville City and Farmington City approached Bountiful to request a bid to provide dispatch services for police and fire in their cities. In early 2024 a bid was provided and verbally agreed upon by both cities and Bountiful. Kaysville and Farmington have both received approval through their city council in their last city council meetings respectively.

## **Analysis**

The Interlocal Agreement that we are requesting to be entered into will be in effect for five years. The agreement designates the services that will be provided and the compensation that Bountiful will receive for those services. This interlocal agreement is like the interlocal agreements that have been entered into with our other partner agencies. The interlocal agreement has been approved and signed by Kaysville City and Farmington City already.

In summary, the interlocal agreement does the following:

- Bountiful agrees to hire four new dispatchers in order to provide coverage for five channels during peak working demand hours: two emergency 911 channels, a police channel, a fire channel, and a service channel.
- Bountiful agrees to expand the dispatch center to accommodate additional consoles/work stations (the estimated cost of this is \$200,000).
- Kaysville and Farmington agree to pay to Bountiful the same contractual amount they currently pay Davis County for dispatch services
  - This amount will not change for at least the first two years (unless mutually agreed), and thereafter will only be increased when necessary and at the same rate as every other entity for whom we dispatch.
- Kaysville and Farmington will work with Davis County to remit to Bountiful the E-911 revenue attributable to their jurisdictions. This funding is distributed to PSAPs based on a three-year call average, so Bountiful will not receive a full portion through the state distribution until four years after beginning dispatch services.
  - If Davis County is not willing or able to redistribute it's 911 fees attributable to Kaysville and Farmington, the cities will pay the difference to Bountiful.
- A reconciliation at the end of Year Four will be conducted to make sure enough 911 revenue has been collected.

### **Department Review**

This report, along with the attached Interlocal Agreement, has been reviewed and comes with the concurrence of the Police Chief, City Manager, and City Attorney.

### **Significant Impacts**

This agreement will necessitate additional dispatch personnel, additional equipment, and a remodel of the current dispatch center. Costs for these additions will be recouped by fees to Kaysville City and Farmington City.

### **Recommendation**

Staff recommends City Council approval of Resolution 2024-06 (Farmington City) and 2024-07 (Kaysville City) and adopting an Interlocal Agreement for emergency dispatch services between Farmington City and Kaysville City with Bountiful City.

### **Attachments**

Bountiful City and Farmington City Interlocal Agreement  
Resolution 2024-06  
Bountiful City and Kaysville City Interlocal Agreement  
Resolution 2024-07

# **INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND FARMINGTON CITY FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1<sup>st</sup> day of March 2024 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and Farmington City, a Utah municipal corporation (“Farmington”).

## **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

vide emergency, as much notice as reasonably possible shall be provided to Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), Farmington shall pay Bountiful for the services described in this Agreement as follows:

- a. Farmington shall pay Bountiful a total of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of Farmington. Farmington agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining, and receiving said fees.
  - i. Farmington shall be responsible for having their portion of E-911 revenue distributed to Davis County over a three (3) year period transferred to Bountiful. If those fees cannot be re-distributed to Bountiful from Davis County, Farmington agrees to pay Bountiful a proportionately similar amount as follows:
    1. Year one: \$293,130
    2. Year two: \$196,850
    3. Year three: \$100,580
- c. No adjustments to the compensation shall be made during the initial two years of this Agreement without the consent of both parties. After the initial two-year period, Bountiful may make annual adjustments to the compensation based on inflation and an increase in the cost of living assessments for employees. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement. They should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties. Bountiful must produce, upon request, a detailed breakdown of the annual adjustment.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, Month \_\_\_\_ 202\_ (the “Effective Date”).

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this

Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from March 1, 2024.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
  - i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
  - ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party mails a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

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

Farmington City  
Attn: City Manager  
160 S Main St, Farmington  
Farmington, UT 84025

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

- a. Farmington, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "Farmington Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's

officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Farmington and Farmington Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Farmington may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Farmington or Farmington Representatives.

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

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

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

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

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. While providing or performing services under this Agreement, Bountiful employees shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits. Farmington employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of Farmington for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and to all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes and represents the entire Agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement. This Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.



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

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

18. Severability. Suppose any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction. In that case, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement that are not invalid, prohibited, or unenforceable shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue such remedies provided herein or available at law; provided, remedies for contractual breach by either Party shall be limited to specific performance. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party. At that time, the Party alleged to be in breach shall have thirty (30) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach could not reasonably be remedied within thirty (30) days, the Parties may extend the timeframe to allow the alleged breach to be remedied. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law unless specifically set forth herein.

20. No Third-Party Beneficiaries. The Parties enter into this Agreement for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third Party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by Farmington to continue or enter into similar agreements with any or all of the other cities or other governmental or quasi-governmental entities located within Davis County.

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

22. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

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

26.

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

Farmington City

\_\_\_\_\_  
Brett Anderson  
Farmington City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DeAnn Carlile  
Farmington City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Paul Roberts  
Farmington City Attorney

Bountiful City

\_\_\_\_\_  
Kendalyn Harris  
Bountiful City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shawna Andrus  
Bountiful City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Brad Jeppsen  
Bountiful City Attorney



# CITY OF BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2024-06

**MAYOR**  
Kendalyn Harris

**CITY COUNCIL**  
Jesse Bell  
Kate Bradshaw  
Richard Higginson  
Matt Murri  
Cecilee Price-Huish

**CITY MANAGER**  
Gary R. Hill

### **A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT WITH FARMINGTON CITY FOR DISPATCH SERVICES**

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

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

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

WHEREAS, Bountiful and Farmington desire to create an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with Farmington City and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 25th day of June 2024.

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Kendalyn Harris, Mayor

ATTEST:

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City Recorder

# **INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND KAYSVILLE CITY FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1<sup>st</sup> day of March 2024 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and Kaysville City, a Utah municipal corporation (“Kaysville”).

## **RECITALS**

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

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

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

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

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

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

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

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

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

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

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

vide emergency, as much notice as reasonably possible shall be provided to Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), Kaysville shall pay Bountiful for the services described in this Agreement as follows:

- a. One Hundred and Forty-Four Thousand Dollars (\$144,000) per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of Kaysville. Kaysville agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining, and receiving said fees.
  - i. Kaysville shall be responsible for having their portion of E-911 revenue distributed to Davis County over a three (3) year period transferred to Bountiful. If those fees cannot be re-distributed to Bountiful from Davis County, Kaysville agrees to pay Bountiful a proportionately similar amount as follows:
    1. Year one: \$196,570
    2. Year two: \$132,010
    3. Year three: \$67,450
- c. No adjustments to the compensation shall be made during the initial two years of this Agreement without the consent of both parties. After the initial two-year period, Bountiful may make annual adjustments to the compensation based on inflation and an increase in the cost of living assessments for employees. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement. They should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties. Bountiful must produce, upon request, a detailed breakdown of the annual adjustment.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, Month \_\_\_\_ 202\_ (the “Effective Date”).

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this

Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from March 1, 2024.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
  - i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
  - ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party mails a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

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

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

Kaysville City  
Attn: City Manager  
23 East Center St,  
Kaysville, UT 84037

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

- a. Kaysville, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "Kaysville Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers,



officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Kaysville and Kaysville Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Kaysville may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Kaysville or Kaysville Representatives.

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

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

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

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

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. While providing or performing services under this Agreement, Bountiful employees shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits. Kaysville employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of Kaysville for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and to all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes and represents the entire Agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement. This Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

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

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

18. Severability. Suppose any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction. In that case, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement that are not invalid, prohibited, or unenforceable shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue such remedies provided herein or available at law; provided, remedies for contractual breach by either Party shall be limited to specific performance. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party. At that time, the Party alleged to be in breach shall have thirty (30) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach could not reasonably be remedied within thirty (30) days, the Parties may extend the timeframe to allow the alleged breach to be remedied. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law unless specifically set forth herein.

20. No Third-Party Beneficiaries. The Parties enter into this Agreement for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third Party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by Kaysville to continue or enter into similar agreements with any or all of the other cities or other governmental or quasi-governmental entities located within Davis County.

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

22. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

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

26.

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

Kaysville City

\_\_\_\_\_  
Tamara Tran  
Kaysville City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Annemarie Plaizier  
Kaysville City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Nic Mills

Kaysville City Attorney

Bountiful City

\_\_\_\_\_  
Kendalyn Harris  
Bountiful City Mayor  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shawna Andrus  
Bountiful City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Brad Jeppsen  
Bountiful City Attorney



# CITY OF BOUNTIFUL

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2024-07

**MAYOR**  
Kendalyn Harris

**CITY COUNCIL**  
Jesse Bell  
Kate Bradshaw  
Richard Higginson  
Matt Murri  
Cecilee Price-Huish

**CITY MANAGER**  
Gary R. Hill

### **A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT WITH KAYSVILLE CITY FOR DISPATCH SERVICES**

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

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

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

WHEREAS, Bountiful and Kaysville desire to create an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah to agree to the terms and enter into the Interlocal Agreement with Kaysville City and hereby authorizes the Mayor to execute the agreement on behalf of the City Council.

PASSED and ADOPTED this 25th day of June 2024.

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Kendalyn Harris, Mayor

ATTEST:

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City Recorder

# City Council Staff Report

**Subject:** Dispatch Console Additions  
**Author:** Chief Ed Biehler  
**Department:** Police Department  
**Date:** June 19, 2024



## **Background**

The following is a request to approve the purchase of four dispatch consoles. Funding for these consoles has been approved in our FY 2025 budget. The communications center currently has four working dispatch consoles. By providing dispatch services for Kaysville City and Farmington City an additional four consoles are needed.

## **Analysis**

The Bountiful Communications Center currently has four dispatch consoles and the associated furniture that goes with it.

Over the course of the last year Bountiful was approached by Kaysville City and Farmington City to potentially provide emergency dispatch services. Recently an agreement was made for Bountiful to provide those services starting in January of 2025. By providing emergency dispatch services to these additional cities, additional equipment is needed. One of the necessary items needed is four additional consoles. By purchasing four additional consoles our communications center will have eight total consoles. Eight consoles will allow us to have an appropriate number of dispatch stations with 2-3 extra stations in case of large events that necessitate additional dispatching resources.

In 2017 new consoles were purchased by Xybix on a state contract bid. We reached out to Xybix again to inquire about this project. They are no longer on the State of Utah state contract. They did provide us with a quote of \$92,497.10. Xybix would be the only company we could use that would be able to provide console furniture that would match what is currently in the communications center.

## **Department Review**

The Police Department and City Manager have reviewed this staff report.

## **Significant Impacts**

To get on an install schedule that could have dispatch consoles built, delivered, and installed before the demolition/remodel process of the current communication center we needed to order the consoles by mid-June. After consulting with the city manager, and by following city policy, he authorized the purchase of the consoles at the beginning of June.

## **Recommendation**

I respectfully request your approval to purchase four dispatch consoles in the amount of \$92,497.10. Thank you for your time and consideration in this matter.





# City Council Staff Report



**Subject:** Transformer Purchase Approval  
**Author:** Allen Ray Johnson, Director  
**Department:** Light & Power  
**Date:** June 25, 2024

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## **Background**

Transformers continue to be hard to purchase and their lead times are a factor in keeping an adequate inventory. These transformers will be used for upcoming projects and to replace transformers as they are used on the system.

## **Analysis**

Specifications and an invitation to submit a bid for the transformers were sent out to three (3) major suppliers.

2 (ea) 75 KVA three phase 208/120 Pad Mounted  
1 (ea) 750 KVA three phase 208/120 Pad Mounted

<b>Distributors/Manufacture</b>	<b>Total Transformer Cost</b>	<b>Delivery</b>
Western United Electrical Ermco Salem, Utah	65,691.25	80 weeks
Stewart C. Irby Howard Transformers West Valley City, Utah	\$84,350.00	52 weeks
Anixter Power Solutions - GE Salt Lake City, Utah	No Bid	N/a

The bids were evaluated on both the purchase price and delivery.

## **Department Review**

This has been reviewed by the Staff and the City Manager.

## **Significant Impacts**

These transformers will be purchased and placed into inventory until they are needed.

## **Recommendation**

Staff recommends the approval of the low bid to purchase the 3 transformers from Western United Electric for the sum of \$65,691.25.

City Council Staff Report  
Transformer Purchase Approval  
June 25, 2024  
Page 2 of 2

This item will be discussed at the Power Commission meeting Tuesday morning, June 25, 2024, and we will bring their recommendation to the City Council meeting that night.

**Attachments.**

None

# City Council Staff Report

**Subject:** RelaDyne Varnish Mitigation Services Approval  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** June 25, 2024



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## **Background**

We have three gas turbine generators at the Power Plant here in Bountiful. The Taurus is a 5.1 Megawatt turbine generator that was installed in 2001. We have two (2) Titan turbine generators rated at 13.5 Megawatts each that were installed in 2012.

The Taurus has been experiencing overheating issues when running during the hot part of the summer. The turbine manufacturer suggested that the oil cooler could be coated with varnish which would reduce the heat transfer. We tested the oil, and it did have high levels of varnish in it. Filtering out the varnish works best when the turbine is running, and the oil is hot and well circulated. We have been running the Taurus in April and May and have hired RelaDyne to filter out the varnish. The filtering has significantly reduced the varnish levels in the Taurus cooling oil.

We have tested the oil in the two Titans, and they both have elevated levels of varnish also. We have requested a proposal to mitigate the varnish in these turbines. We will be able to filter them when they are running this summer.

## **Analysis**

The cost to mitigate the varnish in the Taurus will be \$14,750 and the cost to mitigate the varnish in the two Titans will be \$23,250.

## **Department Review**

This has been reviewed by the Power Department Staff and the City Manager.

## **Significant Impacts**

The varnish mitigation services will be paid out of account 535300-448614, Plant Equipment Repairs, spread over the current budget and the next fiscal budget.

## **Recommendation**

The Power Commission and Staff recommend the approval of \$38,000 for RelaDyne to complete the varnish mitigation on all three turbines.

## **Attachments**

None



# City Council Staff Report



**Subject:** Resolution 2024-08 for a Solar Prepay Transaction Contract through UAMPS  
**Author:** Allen Ray Johnson, Director  
**Department:** Light & Power  
**Date:** June 25, 2024

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## **Background**

We currently have two contracts for Solar power through UAMPS' Firm Power Supply Project. UAMPS is working with Southeast Energy Authority (SEA) on a prepay agreement to issue bonds for a 30-year prepayment for gas and electricity. The bonds would be issued through a special purpose entity, "Prepay LLC" organized by Aron & Company, the commodities affiliate of Goldman Sachs & Co. UAMPS and Bountiful has no obligation on the bonds issued by SEA.

UAMPS will assign a portion of Bountiful's solar power agreements to J. Aron through a Limited Assignment Agreement (LAA). The LAA doesn't require any changes to the existing power purchase agreement. UAMPS is looking to assign the Red Mesa PPA now and the Steel Solar PPA in a couple of years after they have established an operational track record. UAMPS is assigning less than the total amount of anticipated solar generation from each PPA to allow for flexibility in operation.

The amount of the discount will be reset periodically over the term of the prepay (every five to ten years) when the bonds are refinanced. The initial discount is expected to be at least 8.0% and will be determined before closing.

The Qualified Use Certificate would require Bountiful to use the Solar Power to serve retail customers within the City.

The Bountiful City Council would need to approve the attached resolution and approve the "Qualified Use Certificate" for the prepay energy.

## **Analysis**

The prepay through UAMPS for the Red Mesa and Steel Solar contracts would lower our purchase price for this power by a minimum of 8% for this power. It would require Bountiful to use this power within the system and not resell this power.

## **Department Review**

This has been reviewed by the Power Department Staff, Power Commission, City Attorney, and the City Manager.

**Significant Impacts**

We would need use this power within the City’s current power portfolio.

**Recommendation**

Staff recommends that the City Council authorizes the Mayor to sign Resolution 2024-08 authorizing a “Tax Certificate and Agreement for UAMPS’ Firm Power Supply Project and Related matters”.

This will be taken to the Power Commission on Tuesday morning and we will bring their recommendation to the meeting.

**Attachments**

Resolution 2024-08  
Draft Tax Certificate and Agreement



# BOUNTIFUL CITY RESOLUTION NO. 2024-08

MAYOR  
Kendalyn Harris  
CITY COUNCIL  
Jesse Bell  
Kate Bradshaw  
Richard Higginson  
Matt Murri  
Cecilee Price-Huish  
CITY MANAGER  
Gary R. Hill

A RESOLUTION AUTHORIZING A TAX CERTIFICATE AND AGREEMENT FOR UAMPS’ FIRM POWER SUPPLY PROJECT; AND RELATED MATTERS.

\*\*\*                      \*\*\*                      \*\*\*

WHEREAS, the City of Bountiful, Utah (the “Participant”) is a member of Utah Associated Municipal Power Systems (“UAMPS”) and has previously entered into the Master Firm Power Supply Agreement with UAMPS that enables the parties to enter into firm transactions for the purchase and sale of electricity from specified power supply resources;

WHEREAS, pursuant to the Master Firm Power Supply Agreement, UAMPS has entered into (a) the Amended and Restated Solar Power Purchase Agreement (as such agreement may be amended and restated from time to time, the “Red Mesa PPA”) with NTUA Generation—Utah, LLC and (b) the Second Amended and Restated Solar Power Purchase Agreement (the “Steel Solar 1A PPA” and, together with the Red Mesa PPA, the “PPAs”) with Steel Solar, LLC;

WHEREAS, pursuant to the Master Firm Power Supply Agreement, the Participant has elected to participate in (a) the Red Mesa PPA pursuant to the Red Mesa Tapaha Solar Firm Power Supply Agreement Amended and Restated Transaction Schedule and (b) the Steel Solar 1A PPA pursuant to the Steel 1(A) Solar Project Firm Power Supply Agreement Second Amended and Restated Transaction Schedule (such Transaction Schedules and the Master Firm Power Supply Agreement are referred to collectively herein as the “Firm PSAs”), each between the Participant and UAMPS;\*

WHEREAS, the Participant understands that in order to provide a discounted price for portions of the electricity sold to the Participant under the Firm PSAs (such portions are referred to herein as the “Prepaid Portions”), UAMPS will participate in a prepayment transaction being undertaken by Southeast Energy Authority, a Cooperative District (“SEA”) by (a) assigning its rights to portions of the electricity to be delivered under the PPAs to the commodity supplier under the prepayment transaction and (b) entering into a Commodity Supply Contract (the “Supply Contract”) with SEA under which it will purchase the assigned electricity from SEA at prices that reflect discounts from the contract prices under the PPAs, and the savings from such discounts will be applied by UAMPS for the benefit of the Participant and the other Participants in the PPAs;

WHEREAS, the Participant has been advised that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the “Prepay Bonds”) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

\* Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Firm PSA and the Tax Certificate and Agreement.

WHEREAS, the Participant acknowledges that its use of the Prepaid Portions of the electricity it purchases under the Firm PSAs will be subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds, and desires to adopt this resolution to authorize a Tax Certificate and Agreement that sets forth the Participant's agreement to comply with such restrictions;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BOUNTIFUL, UTAH, AS FOLLOWS:

*Section 1. Approval of Tax Certificate and Agreement.* The Tax Certificate and Agreement, in substantially the form attached hereto as *Exhibit A*, is hereby authorized and approved.

*Section 2. Authorized Officers; Final Changes and Dating.* The Participant's Representative and Alternate Representative to UAMPS (the "*Authorized Officers*") are each hereby authorized to execute and deliver the Tax Certificate and Agreement and to deliver the same to UAMPS on behalf of the Participant. Each of the Authorized Officers is hereby delegated authority to approve such changes to the Tax Certificate and Agreement as are necessary to complete the form thereof, together with any minor or non-substantive changes, and his or her execution of the Tax Certificate and Agreement shall be conclusive evidence of such approval. The Authorized Officers shall deliver an executed and undated copy of the Tax Certificate and Agreement on or prior to the date requested by UAMPS, and UAMPS is hereby authorized to deliver the Tax Certificate and Agreement, dated the issue date of the Prepay Bonds, to SEA on behalf of the Participant.

*Section 3. Other Actions With Respect to the Tax Certificate and Agreement.* The Authorized Officers shall take all action necessary or reasonably required to carry out and give effect to the Tax Certificate and Agreement including adjusting the priority of the Participant's resources within the UAMPS Power Pool to ensure the Qualified Use of the electricity from the Participant's Entitlement Share in the Project.

*Section 4. Severability.* If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

*Section 5. Effective Date.* This resolution shall be effective immediately upon its approval and adoption.



ADOPTED AND APPROVED by the Governing Body of the City of Bountiful, Utah, this day,  
April 23, 2024.

CITY OF BOUNTIFUL, UTAH

By \_\_\_\_\_  
Mayor Kendalyn Harris

[SEAL]

ATTEST:

\_\_\_\_\_  
City Recorder

**EXHIBIT A**

**[TAX CERTIFICATE AND AGREEMENT]**

## TAX CERTIFICATE AND AGREEMENT

This Tax Certificate and Agreement is executed in connection with the Commodity Supply Contract (the “*Supply Contract*”) between Southeast Energy Authority, a Cooperative District (“*SEA*”) and Utah Associated Municipal Power Systems (“*UAMPS*”).

WHEREAS, \_\_\_\_\_ (the “*Participant*”) is a member of UAMPS and has entered into the Master Firm Power Supply Agreement dated as of \_\_\_\_\_, and [describe Red Mesa, Steel Solar 1A and Steel Solar 1B transaction schedules as applicable] (the “*Firm PSA*”)<sup>1</sup> with UAMPS pursuant to which the Participant has an Entitlement Share (as defined in the Firm PSA) in the energy, environmental attributes and other benefits received by UAMPS under the [describe Red Mesa, Steel Solar 1A and Steel Solar 1B PPAs as applicable] (the “*PPA*”)<sup>2</sup>;

WHEREAS, the Participant understands that in order to provide a discounted price for a portion of the electricity sold to the Participant under the Firm PSA (such portion is referred to below as the “*Prepaid Portion*”), UAMPS will participate in a prepayment transaction being undertaken by SEA by (a) assigning its rights to a portion of the electricity to be delivered under the PPA to the commodity supplier under the prepayment transaction and (b) entering into the Supply Contract under which it will purchase the assigned electricity from SEA at a discounted price for sale to the Participant under the Firm PSA;

WHEREAS, the Participant further understands that SEA will issue bonds to finance a prepayment for the electricity that it sells to UAMPS under the Supply Contract (the “*Prepay Bonds*”) with the intention that the interest on the Prepay Bonds will qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”); and

WHEREAS, the Participant acknowledges that its use of the Prepaid Portion of the electricity it purchases under the Firm PSA is subject to certain restrictions that are necessary to establish and maintain the tax-exempt status of interest on the Prepay Bonds;

ACCORDINGLY AND IN FURTHERANCE OF THE FOREGOING, THE PARTICIPANT HEREBY CERTIFIES AND AGREES AS FOLLOWS:

1. The Participant is a political subdivision of the State of \_\_\_\_\_,<sup>3</sup> and owns and operates a municipal utility system that provides electricity service to retail customers located in an established service area (the “*System*”).

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<sup>1</sup> For Participants in more than one transaction schedule, the term “Firm PSA” will apply separately to each transaction schedule.

<sup>2</sup> For Participants in more than one transaction schedule, the term “PPA” will apply separately to each Power Purchase Agreement.

<sup>3</sup> Utah for all Participants, except California for TDPUD and Nevada for Fallon.

2. The Participant will (a) use all of the Prepaid Portion of the electricity it acquires under the Firm PSA in a Qualified Use (as defined below), (b) not take any action (or make any allocation) that is inconsistent with the Qualified Use of the Prepaid Portion of such electricity, (c) not take or omit to take any action with respect to the Prepaid Portion of such electricity, its Entitlement Share or its System which could adversely affect the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds issued by SEA, (d) take, and pay the costs of, such remedial actions as may be necessary to maintain the tax-exempt or tax-advantaged status of interest on the Prepay Bonds or any refunding bonds in the event of its failure to use such electricity in a Qualified Use, and (e) act in accordance with such reasonable written instructions as may be provided by SEA (through UAMPS) from time to time in order to maintain the tax exempt or tax-advantaged status of the Prepay Bonds.

3. “*Qualified Use*” means the sale of electricity to retail customers located within the “electricity service area” of a municipal utility pursuant to generally applicable and uniformly applied rate schedules or tariffs; *provided* that: (a) “Qualified Use” shall not include any sale of electricity that gives rise to “private business use” or a “private loan” within the meaning of Section 141 of the Code; and (b) “Qualified Use” shall include such additional uses of electricity as may be approved by SEA (through UAMPS) with a favorable opinion of bond counsel. For purposes of this definition: (i) “electricity service area” has the meaning assigned to such term in U.S. Treasury Regulation Section 1.148-1(e)(2)(iii); and (ii) a “municipal utility” is a state or local government unit that owns and operates an electric distribution utility.

4. In each of the five calendar years preceding 2024, the amount of electricity sold to retail customers in the Participant’s electricity service area has equaled or exceeded the amount of the Prepaid Portion of the electricity attributable to its Entitlement Share under the Firm PSA (excluding the amount of electricity that the Participant was obligated to take under a long term agreement that was either (i) purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations, or (ii) generated from gas that a person is obligated to take under a long term agreement that was purchased pursuant to a long term prepaid agreement using the proceeds of tax-exempt or tax-advantaged obligations), and it anticipates this to be the case in 2024.

5. The Participant expects to make the required payments under the Firm PSA solely from the current revenues of the System.

Dated: \_\_\_\_\_, 2024.

[NAME OF PARTICIPANT]

By: \_\_\_\_\_  
[Name]  
[Title]

# City Council Staff Report



**Subject:** Power Pole Purchase  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** June 25, 2024

---

## **Background**

Our inventory of power poles is running low, and we need to purchase some to replenish it. The poles will be used for maintenance and future construction projects throughout the city. Delivery on the poles will be 11-12 weeks.

## **Analysis**

The pole bid specifications require that they should be Western red or yellow cedar and butt treated. We use the butt treated poles because they hold up very well in our area and are safer for the linemen to climb. The quotation is for the following quantities:

25 (ea.) 35' class 3 Poles, Western Red Cedar  
25 (ea.) 40' class 3 Poles, Western Red Cedar

This is a single source bid, as Stella-Jones, Tacoma, Washington, is still the only vendor able to bid butt treated poles. We were not able to receive a bid from the other power pole vendors because they no longer supply butt treated poles.

## **Department Review**

This has been reviewed by the City Manager and Staff.

## **Significant Impacts**

These poles will be purchased and placed into inventory until they are installed on the system.

## **Recommendation**

Staff recommends the approval of the quote for 50 butt treated poles from Stella Jones for the total sum of \$50,168.00.

This will be taken to the Power Commission on Tuesday morning and we will bring their recommendation with us to the meeting.

## **Attachments**

None



# City Council Staff Report

**Subject:** Street light System Directional Boring  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** June, 25 2024



## **Background**

We have two additional underground streetlight circuits that the underground wire has failed and needs to have new conduit and wire installed. These two projects will repair the underground wire for existing lights that are no longer working. This work would be in addition to the previously approved work that was approved in March. The street light portion of the bid that was originally approved was \$70,122. Big Iron Drilling was awarded the contract to perform the repair for the previous bid, so we asked them to provide quotes for the additional work which consists of two Streetlight Project (see attached maps). Each bore is a single conduit, with 750 total linear feet. We would like to extend their bid to include these two circuits for the additional amount of \$37,308.

## **Analysis**

The results are as follows:

<b>Company / Location</b>	<b>Bid Price</b>
Big Iron Drilling, LLC, Oakley, Ut	\$37,308

## **Department Review**

This has been reviewed by the Power Department Staff and the City Manager.

## **Significant Impacts**

This work is identified in the FY 2025 budget and is within the identified budget. The project will be funded from Streetlight Account.

## **Recommendation**

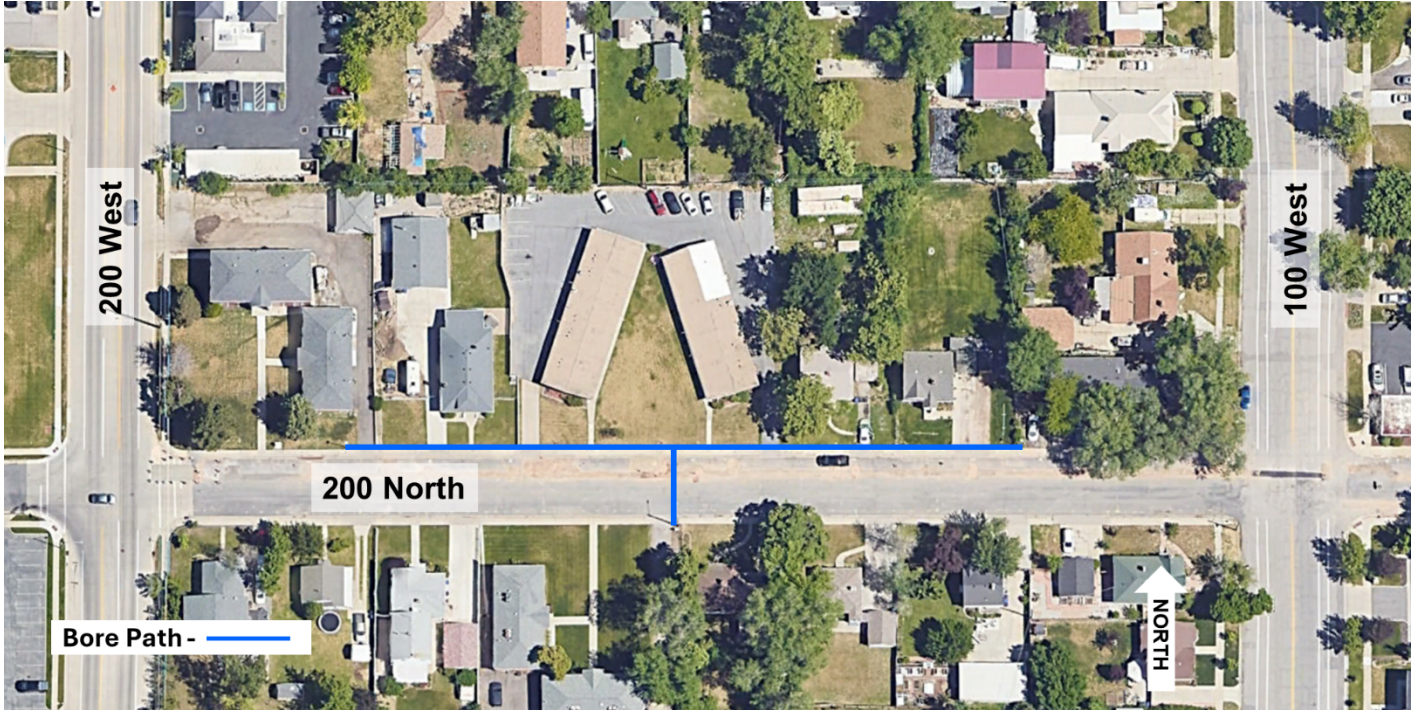
Staff recommends the approval to extend the bid for the two additional directional bores from Big Iron Drilling, for \$37,308, for a total sum of \$107,430.

This will be taken to the Power Commission on Tuesday morning and will bring their recommendation to you at the meeting.

## **Attachments**

Maps

### Maps of Street light Bore Projects 155 West 200 North



### 531 East Edge Hill Drive

