

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, February 23, 2021

6:00 p.m. – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN 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.

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

AGENDA

6:00 p.m. – Work Session

1. Fiber basics and next steps – Mr. Alan West
2. Golf fees – Mr. Kent McComb p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meetings held on February 9, 2021 p. 9
4. Council Reports
5. Consider approval of expenditures greater than \$1,000 paid February 1 & 8, 2021 p. 17
6. Swearing in of new Police Chief Edward Biehler
7. Recognition of former Police Chief Tom Ross – Mayor Randy Lewis
8. Consider approval of a bid from Anixter Power Solutions for 62 transformers in the amount of \$104,606 – Mr. Allen Johnson p. 21
9. Consider approval of a bid from Black and McDonald in the amount of \$363,485 for directional boring for the power distribution system – Mr. Allen Johnson p. 23
10. Consider adoption of Resolution 2021-07 changing the fees at Bountiful Ridge Golf Course – Mr. Kent McComb p. 3
11. Consider adoption of Resolution 2021-06 approving an interlocal agreement with Davis School District for joint use of facilities – Mr. Gary Hill p. 25
12. Adjourn


City Recorder

City Council Staff Report

**Subject: Proposal of green fee
Structure adjustment**

Author: Kent J. McComb, Golf Professional

Department: Golf Course

Date: February 23, 2021



Background

Throughout our golf course history, Bountiful Ridge has maintained the status of being one of the premier and “best value” golf facilities both Statewide and nationally. During this time, we have maintained a fee structure that has included our normal daily rates, along with various discounted rates including senior rates, punch card rates, junior rates etc. With our newly adopted prepaid/online reservation policies, these discounted rates have become inefficient and confusing to our patrons. In an effort to meet our goal of continued improvement and operating as efficient as possible, we believe now is the time to restructure our green fee model and move to a “dynamic pricing” , or different rates based on the day (and time of day) model.

Analysis

Each year we continue to evaluate and analyze the golf business climate in finding ways to operate the Golf Course more efficiently. Until this past year our patrons have been able to reserve tee times online or by phone without having to guarantee the reservation. As mentioned before, this past season’s COVID restrictions/guidelines allowed us the opportunity to implement a pre-paid reservation policy. This has definitely been one of the silver linings to a difficult year and has been nothing less than a “game changer” to our business. We no longer reserve tee times with the hope that golfers will show up with the correct number of players. We have now guaranteed that patrons reserving tee times will arrive with the correct number of players. This has allowed us to maximize daily rounds and revenues and virtually eliminate “No Shows” at our golf course.

For years now, we have explored the possibility of restructuring our green fee model moving to a “dynamic pricing” model rather than offering our traditional daily rate along with multiple alternate discounted rates. As our reservations are now pre-paid, these discounted rates have become inefficient and confusing to our patrons during the reservation process, and have taken away from the overall experience we are trying to provide. This “dynamic pricing” model is currently being used effectively at some of the other area golf courses with many more courses statewide moving in this direction. This new model along with our pre-paid reservations will provide a more simplified and efficient means to operate our business while also providing the flexibility to “dynamic

price” to increase play and revenues during less busy times of the day. In short, this will provide a more efficient fee structure and reservation model, provide a more simple and quality experience for our patrons at Bountiful Ridge, while also helping us to maintain a favorable position compared to most courses in our area.

Department Review

Reviewed by Brock Hill, Parks Director

Reviewed by Bountiful Ridge Golf Staff

Recommendation

Considering the above analysis, it is the recommendation of our Golf Staff to continue with our pre-paid reservation policies while adopting the following green fee pricing model:

- 18 Holes w/cart \$46.00 (Monday – Thursday)
- 18 Holes w/cart \$52.00 (Friday – Sunday)

Notes:

- The proposed fees include a \$16.00 optional cart fee.
- 9- hole players would pay one-half of the proposed fees.
- The new “dynamic pricing” model would allow the flexibility to reduce fees as needed.
- The proposed model would include discontinuing the senior rate and punch card rate. We will continue with the Junior rate as we feel this is essential in keeping with our goal of growing the game at Bountiful Ridge.
- The proposed model would allow us to continue selling “gift rounds” at our daily rate.

Significant Impacts

Our proposed model and reservation policies would allow Bountiful Ridge to maintain our position as a “best value” facility while also meeting the demand of increased operational and maintenance costs. The proposed model will provide the ability to maximize rounds and revenues while helping us to provide a higher level of customer service to our patrons.

Attachments

Golf Rate/Structure Survey

Proposed Fee Structure

Resolution 2021-07

Golf Rate Survey

	18 Holes w/cart Weekday	18 Holes w/cart Weekend	18 Holes w/cart Senior Rate	Punch Card
Bountiful Ridge (Current)	\$48	\$48	\$42 (M-F)	Yes
Bountiful Ridge (Proposed)	\$46 (M-Th)	\$52 (F-Su) \$46 (after 1:00)	NA	NA

- Above rates include a \$16.00 optional cart fee (\$8.00 per 9 holes)
- Junior Rate would continue @ \$10.00 per 9 holes
- Proposed Bountiful Ridge Corporate Tournament fees:
Monday: \$46.00
Tuesday – Sunday: \$52.00

Eaglewood	\$52	\$52	\$46 (M-Th)	\$46
Valley View	\$44(M-Th)	\$50 (F-Su) \$44 (after 1:00)	NA	NA
Davis Park	\$44	\$50 (F-Su) \$44 (after 1:00)	NA	NA
Bonneville	\$58	\$58	\$52 (M-F)	NA
Mountain Dell	\$58	\$58	\$52 (M-F)	NA
Old Mill	\$52	\$54	\$46 (M-F)	NA
Glenmoor	\$56	\$56	NA	NA
Hobble Creek	\$50	\$54	NA	\$44



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2021-07

MAYOR
Randy C. Lewis

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

CITY MANAGER
Gary R. Hill

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE FOR CERTAIN FEES AND CHARGES FOR THE BOUNTIFUL RIDGE GOLF COURSE

WHEREAS, the City of Bountiful (“City”) desires to formalize fees related to the daily management and operations of the Bountiful Ridge Golf Course; and,

WHEREAS, the City employs a golf pro to manage Bountiful Ridge operations which has maintained the status of being a premier and best value golf facilities both statewide and nationally; and,

WHEREAS, the Golf Pro has evaluated the current fee structure and determined that it is inefficient and confusing; and

WHEREAS, the Golf Pro, with the support of City Parks Director, has created a dynamic fee schedule to address the inefficiencies and confusion and provide a more simple and quality experience.

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

1. The City’s green fee pricing will be as follows:

a.	9 holes (Monday – Thursday)	\$15.00
b.	9 holes (Friday – Sunday before 1 pm)	\$18.00
c.	9 holes (Friday – Sunday after 1 pm)	\$15.00
d.	9 holes (Junior Rate)	\$10.00
d.	18 holes (Monday – Thursday)	\$30.00
e.	18 holes (Friday – Sunday before 1 pm)	\$36.00
f.	18 holes (Friday – Sunday after 1 pm)	\$30.00
g.	18 holes (Junior Rate)	\$20.00

2. The City’s cart fee pricing will be as follows (in addition to green fees):

a.	9 holes	\$8.00
b.	18 holes	\$16.00

3. The City’s Voucher Book / Punch ticket program is discontinued. (Existing punch tickets will be honored for the 2021 season.)

4. The gift rounds program (gift card) will remain and can be purchased at the new pricing.

5. This Resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 23rd day of February, 2021

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

1 Minutes of the
2 BOUNTIFUL CITY COUNCIL

3 February 9, 2021

4 6:00 p.m. – Work Session

5 7:00 p.m. – Regular Session

6
7 Present:

8 Mayor	Randy Lewis
9 Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn 10 Harris, Richard Higginson, Chris R. Simonsen
11 City Manager	Gary Hill
12 City Engineer	Lloyd Cheney
13 Planning Director	Francisco Astorga
14 City Attorney	Clinton Drake
15 Finance Director	Tyson Beck
16 Parks Director	Brock Hill
17 Police Chief	Ed Biehler
18 Streets Director	Charles Benson
19 Water Director	Kraig Christensen
20 City Planner	Curtis Poole
21 Recording Secretary	Maranda Hilton

22
23
24 Official notice of the City Council Meeting was given by posting an Agenda at the temporary
25 City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website
26 and the Utah Public Notice Website and by providing copies to the following newspapers of
27 general circulation: Davis County Clipper and Standard Examiner.

28
29 **Work Session – 6:00 p.m.**

30 **South Davis Metro Fire Station Conference Room**

31
32 Mayor Lewis called the meeting to order at 6:02 p.m. and welcomed those in attendance.

33
34 **BUS RAPID TRANSIT (BRT) UPDATE AND 2600 SOUTH STATION**
35 **RECOMMENDATION – MR. FRANCISCO ASTORGA**

36 Mr. Francisco Astorga updated the Council about the Bus Rapid Transit (BRT) project.
37 The proposed route for the Davis-SLC connector has been altered since the last update from
38 UTA. It will now come from downtown Salt Lake City on Highway 89 and go through Bountiful
39 and Centerville before terminating at Farmington Station. This is an exciting development for
40 Bountiful which should increase ridership and it is good Centerville decided to join the project.
41 Bountiful has a station planned at 2600 South, at Renaissance Towne Center and on Main Street
42 in front of City Hall/El Matador restaurant. There is a potential for a fourth station somewhere in
43 Bountiful as well. UTA is currently doing public outreach to gather data on where they should
44 create dedicated bus lanes and where they should locate their SLC terminus station.

1 Mr. Astorga explained that UTA is asking the City for a recommendation about the
2 station that will be placed at 2600 South. He presented the three proposed scenarios and talked
3 about impacts to traffic and to the surrounding properties under each scenario. The first scenario
4 would create a shared center station, the second is a split center station and the third is mixed-
5 flow side stations. The Planning Department believes the third scenario makes the most sense. It
6 does not significantly impact time through the intersection and impacts nearby property owners
7 the least.

8 Councilwoman Bradshaw noted that the gas station on the northeast corner would be
9 impacted by all the scenarios and suggested that access to the gas station be kept in mind as plans
10 proceed. Councilwoman Bahr asked about the possibility of shifting the location of the station to
11 help this issue. Mr. Astorga said he could find out if that was a possibility and report back.

12 Council consensus was that the third option was best but would like to know if the station
13 could be moved.

14 The Mayor suggested that UTA come again and do a work session with the Council. He
15 also expressed his excitement for this project and how critical it is for the future of Bountiful's
16 development.

17
18 **TRAILS DEVELOPMENT IMPLEMENTATION PLAN UPDATE – MR. FRANCISCO**
19 **ASTORGA**

20 Mr. Curtis Poole, City Planner, presented this item to the Council.

21 Mr. Poole explained that since the Council approved the update to the Trails Master Plan
22 (TMP) in 2019, a Trails Advisory Committee was formed and has been meeting at least monthly.
23 The passing of a \$2 million bond in the November election has escalated their ability to complete
24 some of the projects outlined in the TMP and they are eager to start working on them. He
25 presented the implementation plan timeline to the Council with the caveat that it was not set in
26 stone and explained there are several approvals that need to be given before some of the projects
27 can take place, which might affect prioritization down the road. For now, they have created a
28 three-year plan because that's how long they have to use the bond money.

29 The projects have been categorized at A-, B- and C-priority levels. A-priority projects are
30 ones which are entirely on City property, that there is already funding for, or that are simple and
31 relatively inexpensive. B-priority projects are ones that may also have some property rights
32 issues that need to be resolved before they are started. C-priority projects are the most difficult to
33 achieve either due to property ownership issues, construction costs or level of difficulty.

34 The first projects to be started in 2021 are a downhill track on the North Canyon trail
35 (begun in November 2020), a downhill track on the Mueller Park trail, some new trails coming
36 off the Mueller Park trail, replacing six bridges in Holbrook Canyon, putting in a North Canyon
37 trailhead and creating a Holbrook to Ward Canyon trail connection

38 The total estimated cost of all projects is \$4.3 million, so the bond will not cover
39 everything. However, they expect the cost to be offset by volunteer hours and donations, as well
40 as grant money. Now that there is money that can be used for matching; the City is eligible to
41 apply for many grants that weren't possible prior to receiving the bond.

42 The Council and Mayor expressed their excitement for these projects to begin.
43 Councilwoman Bahr also stated her hope that the City will continue to make communication
44 with homeowners a priority as plans move along. Councilwoman Harris asked the Trails
45 Committee to look into adding striping lanes on Bountiful Boulevard as part of the trails project
46 list.

1
2 **LEGISLATURE UPDATE – MR. GARY HILL**

3 Mr. Gary Hill updated the Council on several bills that the City is watching closely
4 during this session of the State legislature. He did not give an update on HB-82 because Rep.
5 Ray Ward has been invited to the regular Council meeting at 7:00 p.m. to report on that bill.

6 HB-98 would allow developers to hire their own plan review and building inspection
7 services instead of going through the local government for those approvals.

8 SB-18 would allow an increase in property tax exemption.

9 SB-52 would allow homeowners 66 years and older to defer property tax payments on
10 homes valued at less than \$500,000. Taxes would come due when the home was sold.

11 SB-65 would give cities another tool to use for their redevelopment agencies. At the end
12 of an RDA a city could earmark the diverted property taxes for economic development instead of
13 rolling it back into the General Fund. This will not affect Bountiful until our RDA runs out in
14 about 15 years, but it would be a great tool to have at that time.

15 SB-104 is a tax levy for animal control. Bountiful City staff has worked with Davis
16 County on this bill to find a dedicated revenue source for animal control services. It would
17 eliminate the interlocal agreement in place with Davis County and the surrounding cities which
18 has led to being perpetually underfunded.

19 SB-164 would do away with inclusionary zoning and instead require that cities reimburse
20 developers for any affordable housing that they were required to build. It also dictates that
21 development fees be recorded and tracked and reported to the State each year.

22
23 The work session was closed at 7:02 p.m.

24
25 **Regular Meeting – 7:00 p.m.**
26 **South Davis Metro Fire Station Conference Room**

27
28 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

29 Mayor Lewis called the meeting to order at 7:06 p.m. and welcomed those in attendance.
30 Mr. Lloyd Cheney led the Pledge of Allegiance and Mr. Michael Blotter, 2nd counselor in the
31 Bountiful Val Verda Stake presidency, offered a prayer.

32
33 **DISCUSSION OF HB-82 – MR. GARY HILL**

34 Mayor Lewis invited Utah State Representative Ray Ward to the podium for a discussion
35 about his bill, HB-82, regarding Accessory Dwelling Units (ADUs).

36 Mr. Hill summarized the bill for the Council, explaining that it would require every city
37 in Utah to not only allow ADUs, but to make them permitted in every residential zone. In
38 addition, any limitations based on lot size, square footage or frontage would be superseded by
39 the bill. He explained that the bill makes some positive clarifications about building codes and
40 would guarantee certain loans for ADUs through a state program, but ultimately it takes away the
41 City's ability to decide whether to allow ADUs in certain zones in the future. The Utah League
42 of Cities and Towns (ULCT) has been working with Rep. Ward to make some amendments to
43 the bill, some of which have been added.

44 Councilmembers asked Rep. Ward about his reasons for the bill. He answered that as he
45 saw different cities trying to tackle affordable housing issues, it seemed many cities were
46 adopting ADUs in ways that were counterproductive and very restrictive. He feels that the entire

1 Wasatch Front has an affordable housing problem, and he is seeking to make it easier for
2 homeowners to apply for and create an ADU. He hopes this will help increase supply to meet the
3 growing demand for affordable housing. He also feels that homeowners should be able to do
4 what they wish with their homes as long as they aren't affecting their neighbors.

5 The Council thanked Rep. Ward for his involvement on many important issues over the
6 years but made it clear that they felt this bill was an overreach by state government. They feel
7 that moving this issue to the state level will make it impossible for residents to have their
8 concerns heard and resolved. They feel it should be the duty of local government to find the right
9 balance between homeowners' rights and preserving quality neighborhoods. They asserted that
10 every city is unique and that making a one-size-fits-all bill to try and fix this problem simply will
11 not work. They requested he consider a less constrictive bill that allows for local control.

12 Rep. Ward said that he hopes the final version of the bill will include more tools that will
13 help cities manage and enforce ADUs in productive ways, but he will not abandon the bill under
14 any circumstances.

15 Councilwoman Bradshaw requested that he seriously consider League Plan 3 (LP3); even
16 though it is far from what she wants, it is a step in the right direction. Rep. Ward said he has
17 considered it and will consider what the League proposes at their meeting in the morning as well.

18 Mr. Hill discussed the need for a tool that would give cities a way to keep ADUs from
19 becoming illegal duplexes, apartments, and short-term rentals. He stated it seems strange that
20 cities are being forced to accept ADUs, but that the tools needed to help enforce them are being
21 withheld for political reasons. He stated the City is asking Rep. Ward for three things: 1) please
22 give the City the tool that will help the City enforce the ordinance that you are making the City
23 adopt, 2) please reserve a modicum of local control for Bountiful's sister cities that have
24 different demographics, particularly university towns and others who have no affordable housing
25 problems, and 3) please recognize that the Council and City staff are sounding an alarm about
26 the erosion of local governmental control that has been happening for years and the City needs
27 his help. Rep. Ward said he would try to help.

28 Mayor Lewis said he felt the bill is well-intentioned but premature. He feels most cities
29 will respond to the need for more affordable housing just as Bountiful has done, and then if there
30 are a few bad actors a bill like this could be promoted to help them along. Rep. Ward responded
31 that he feels this bill is late, not premature. He feels very strongly that low-income residents have
32 been substantially affected for the worse in the last five years and that increases in rent have been
33 a heavy burden for them to bear. It is his heartfelt belief that this bill will help those people.

34 Mayor Lewis thanked him for coming and for all the good work he does on behalf of our
35 state. He feels everyone was educated from the discussion.

36
37 **PUBLIC COMMENT**

38 The public comment section was started at 7:55 p.m.

39
40 Mr. Stephen Slatter (1398 East Canyon Creek Drive) asked where the City is on the North
41 Canyon Trailhead project. Mr. Hill answered that a topographical survey has just been
42 completed, but no planning has been done yet.

43
44 The public comment section ended at 7:58 p.m.

1 Councilman Higginson asked that Mr. Michael Murphy’s agenda item be attended to
2 next. The Mayor agreed.

3
4 **RECOGNITION OF MICHAEL MURPHY – MAYOR RANDY LEWIS**

5 Councilwoman Harris gave a summary of Mr. Murphy’s long career in Bountiful, saying
6 that he taught at Viewmont High School for 37 years and while there created a guitar class that
7 was popular among the students. He also taught band and history. In 2007, he opened Murphy’s
8 Guitars on Main Street. They have come to be known for their excellent customer service and
9 knowledgeable staff. Mr. Murphy also began serving as the president of the Main Street
10 Merchants Association in 2011, helping to initiate the music and arts festival and the Christmas
11 tree lighting ceremony during his time there. Mr. Murphy is selling the store to store manager
12 Mr. Aaron Jorgensen whom he has been training for several years.

13 Council, staff, and those present stood and applauded Mr. Murphy and his wonderful
14 impact on Bountiful.

15 Mr. Murphy thanked the Council for the recognition and complimented the new Town
16 Square, saying it will be a good thing for the City. He asked the Council to take a greater interest
17 in Main Street by recruiting more local restaurants and retail shops in the downtown area. He
18 hopes the Council will help create a vibrant community of businesses, which we need
19 desperately. He also said that Mr. Jorgensen is planning a series of small concerts at the Town
20 Square and that he (Mr. Murphy) will still be helping with the music and arts festival.

21 Mr. Higginson added that one measure of a person is how difficult they are to replace
22 when they leave, and that Mr. Murphy left an enormous hole in the Main Street Merchants
23 Association when he retired. He thanked him for all he has done in that role.

24 Councilwoman Bradshaw lauded Mr. Murphy for his work on Main Street as well as his
25 ability to share his love of music and to inspire it in others.

26
27 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD ON**
28 **JANUARY 14 & 26, 2021**

29 Councilwoman Bahr made a motion to approve the minutes of the previous meetings and
30 Councilman Higginson seconded the motion. The motion was approved with Councilmembers
31 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

32
33 **COUNCIL REPORTS**

34 Councilman Higginson did not have a report.

35 Councilwoman Bahr reported that in lieu of their usual leadership conference at Utah
36 State University, the BCYC is having their own conference at City Hall on May 8th.

37 Councilwoman Harris did not have report.

38 Councilman Simonsen reported that they have continued to receive more names for the
39 honor wall at the Veterans Park and more granite pavers have been donated as well.

40 Councilwoman Bradshaw did not have a report.

41
42 **CONSIDER APPROVAL OF:**

- 43 a. **EXPENDITURES GREATER THAN \$1,000 PAID JANUARY 18 & 25, 2021**
44 b. **DECEMBER 2020 FINANCIAL REPORT**

1 Councilwoman Bradshaw made a motion to approve the expenditures and the December
2 financial report. Councilman Simonsen seconded the motion, which passed with
3 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

4
5 **CONSIDER APPROVAL OF THE PURCHASE OF A 2021 RAM TRADESMAN TRUCK**
6 **FROM YOUNG AUTOMOTIVE GROUP IN THE AMOUNT OF \$29,196 – MR. KRAIG**
7 **CHRISTENSEN**

8 Mr. Christensen asked for approval to purchase a truck which will replace one currently
9 in the Water Department fleet. The truck is a 2021 Ram Tradesman from Young Automotive
10 Group. The amount budgeted for the purchase was \$36,000 and the total purchase price is
11 \$29,196.

12 Councilwoman Harris made a motion to approve the purchase of the truck from Young
13 Automotive Group and Councilman Higginson seconded the motion. The motion passed with
14 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

15
16 **CONSIDER APPROVAL OF RESOLUTION 2021-05 APPROVING AMENDMENT**
17 **NUMBER SIX TO THE 2016 INTERLOCAL COOPERATION AGREEMENT**
18 **BETWEEN BOUNTIFUL CITY AND DAVIS COUNTY FOR ANIMAL CONTROL**
19 **SERVICES – CHIEF ED BIEHLER**

20 Chief Biehler presented Resolution 2021-05 for approval. It is an update to the interlocal
21 agreement that was created in 2016 with Davis County which prescribes the rates for animal
22 control services provided by the County. The amount owed to the County for all 2020 services is
23 \$126,711.93.

24 Councilwoman Bradshaw asked about the decision to cease wild nuisance animal pick-up
25 services. Mr. Hill explained that the County decided the cost was becoming excessive and that
26 cities were concerned about the rising costs as well. That service will now fall to private
27 businesses to take care of.

28 Councilman Higginson made a motion to approve Resolution 2021-05 and
29 Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
30 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

31
32 **CONSIDER APPROVAL OF THE PURCHASE OF 38 TASER X2’S IN THE AMOUNT**
33 **OF \$51,828 FROM PROFORCE LAW ENFORCEMENT – CHIEF ED BIEHLER**

34 Chief Biehler asked for approval of the purchase of 38 tasers. He explained that the
35 current tasers being used are more than eight years old and they can no longer send them to the
36 manufacturer for repairs or replacement as they have in the past. Proforce has the state contract
37 and can supply them for the lowest price. The cost is more than they budgeted for, but they can
38 use general funds to cover the difference.

39 Councilwoman Bradshaw made a motion to approve the purchase of the tasers and
40 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
41 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

42
43 **CONSIDER APPROVAL OF RESOLUTION 2021-04 APPROVING THE INTERLOCAL**
44 **AGREEMENT BETWEEN BOUNTIFUL CITY AND THE DAVIS COUNTY**
45 **CLERK/AUDITOR’S OFFICE FOR 2021 ELECTION FUNCTIONS – MR. GARY HILL**

1 Mr. Hill presented Resolution 2021-04 for approval, explaining that it is the interlocal
2 agreement for election services provided by the County. The estimated cost to run a primary and
3 final election is \$85,000.

4 Councilman Higginson made a motion to approve the interlocal agreement and
5 Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
6 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

7
8 **ADJOURN**

9 Mayor Lewis asked staff to extend our thanks to the fire district for letting the Council
10 use their station for meetings while city hall was being renovated. He noted that this would be
11 the final meeting here because city hall has been completed.

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

15
16 The regular session of City Council was adjourned at 8:28 p.m.

17
18
19 _____
20 *Mayor Randy Lewis*

21
22
23
24 _____
25 *City Recorder*
26

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
February 1 & 8, 2021

Author: Tyson Beck, Finance Director

Department: Finance

Date: February 23, 2021

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, February 1 & 8, 2021.

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

Paid February 1, 2021

<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 426010	Tire House Maintenance	2,567.87	219900 24431		Repair to Cooling Tower and VAV Repairs
1211	ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	2,482.20	219903 104758		Patching
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,129.07	219904 54S91821		Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	219904 54S91721		Tree Trimming - Customer # 025450
1615	CENTURYLINK	Enhanced 911	104219 428000	Telephone Expense	3,522.28	219916 01222021		Acct # 801-578-0401 452B
2804	KEN GARFF WEST VALLE	Police	454210 474500	Machinery & Equipment	54,632.00	219945 MH535946		Dodge Charger VIN# MH535946 and MH539946
3045	MCCOMB, KENT	Golf Course	555500 423000	Travel & Training	1,420.11	219951 02022021		Reimbursed for Ut Section PGA Winter Conf.
3105	MHL SYSTEMS	Streets	104410 425000	Equip Supplies & Maint	4,428.00	219952 21-15207		Work on Snow Plow Heavy Duty Center
8040	OTTO ENVIRONMENTAL	Sanitation	585800 448010	Garbage Containers	18,625.00	219962 INV-35219		350 Garbage Containers
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	2,449.01	219973 2826854		Tires and Service - Acct # 2801867
3791	RUSH TRUCK CENTER-SA	Streets	104410 425000	Equip Supplies & Maint	1,230.00	219976 3022229461		Cooler,Kit Oil Cooler - Customer # 187612
3791	RUSH TRUCK CENTER-SA	Water	515100 425000	Equip Supplies & Maint	2,469.32	219976 3022229190		Radiator Work - Customer # 542363
3875	SEMI SERVICE INC	Landfill	575700 474500	Machinery & Equipment	4,442.52	219979 W135096		Service and Labor, Install Equip
11638	SIDDONS-MARTIN EMERG	Streets	104410 425000	Equip Supplies & Maint	3,507.58	219980 38401594		Parts for SDMF Truck
3938	SKM INC.	Water	515100 431000	Profess & Tech Services	8,557.24	219982 20521		Dec.2020 Engineering SCADA- Project # 001612.P
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,641.20	219988 0318876		Fuel - Acct # 000275
4450	VERIZON WIRELESS	Police	104210 428000	Telephone Expense	2,037.61	219997 9871842563		Acct # 771440923-00001
4450	VERIZON WIRELESS	Water	515100 428000	Telephone Expense	1,469.20	219997 9870274054		Dec. 2020 Acct # 442080322-00001
4536	WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro Operating Costs	23,711.09	219998 02022021		4Q21 Generation Fees
TOTAL:					<u>150,014.90</u>			

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

Paid February 8, 2021

<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>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,665.48	220006 02012021		Recycling Cans for January 2021
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,450.66	220009 50714360		Rpairs - Customer # 98370
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,845.40	220011 55G87121		Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,221.30	220011 55G87221		Tree Trimming - Customer # 025450
1473	BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	20,710.08	220016 35868		Road Salt - Customer # BOUNTIFU
1473	BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	30,675.51	220016 35856		Road Salt - Customer # BOUNTIFU
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	13,370.25	220017 113046		Tubgrinding for Dec.2020
1550	CALL CLIMATE	Light & Power	535300 448628	Pineview Hydro Operating Costs	3,125.00	220018 18006		AC Heater for Pineview Station
1889	DAVIS COUNTY GOVERN	Police	104210 431600	Animal Control Services	10,390.92	220028 111083		January 2021 Animal Control Services
5281	DOMINION ENERGY UTAH	Police	104210 427000	Utilities	2,559.01	220032 02012021H		Acct # 3401140000
5281	DOMINION ENERGY UTAH	Streets	104410 427000	Utilities	1,560.41	220032 02012021		Acct # 3893910000
5281	DOMINION ENERGY UTAH	Parks	104510 427000	Utilities	1,767.12	220032 02012021L		Acct # 2987969838
5281	DOMINION ENERGY UTAH	Water	515100 427000	Utilities	1,752.28	220032 02012021I		Acct # 9591363682
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	15,597.09	220032 02012021N		Acct # 6056810000

5281 DOMINION ENERGY UTAH	Light & Power	535300	448613	Power Plant Operating Costs	1,908.28	220032 02012021M	Acct # 1067495449
2126 FAIRBANKS SCALES	Landfill	575700	426000	Bldg & Grnd Suppl & Maint	1,527.75	220036 1533620	Scale Maintenance - Customer # 95481
5458 HANSEN, ALLEN & LUCE	Landfill	575700	431300	Environmental Monitoring	2,227.98	220039 43613	Professional Services for 12/16/2020-01/15/2021
2607 INTERMOUNTAIN BOBCAT	Streets	104410	425000	Equip Supplies & Maint	1,485.30	220042 P88856	EGR Valve, Gasket, Thermos - Acct # 0001606300
6959 JANI-KING OF SALT LA	Light & Power	535300	424002	Office & Warehouse	1,775.00	220043 SLC02210058	February 2021 Janitorial Cleaning - Cust # 065075
11730 LINE 29 ARCHITECTURE	Legislative	454110	472100	Buildings	2,040.00	220047 1026	20-013 Bountiful City Car Wash
10586 ROCKY MOUNTAIN RECYC	Recycling	484800	431550	Recycling Collectn Service	11,452.64	220059 30689	Curbside Recycling Fees
4171 THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,193.61	220067 1513365	T-Chlor - Assoc # 1534384
4229 TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	17,024.90	220068 0319547	Fuel - Customer # 000275
4229 TOM RANDALL DIST. CO	Landfill	575700	425000	Equip Supplies & Maint	3,248.07	220068 0319731	Fuel - Acct # 000138
12358 WADMAN CORPORATION	Legislative	454110	472100	Buildings	294,582.68	220073 03	Street Dept Car Wash - Project # WC-20-103
7732 WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	2,095.00	220077 106163	Janitorial Cleaning Services for August 2016
					TOTAL:	<u>491,251.72</u>	

City Council Staff Report



Subject: Transformer Bid Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February 23, 2021

Background

Our inventory of single-phase pad mount and overhead transformers is running low, and we need to purchase some to replenish it. The transformers will be used to replace damaged or leaking transformers on the system and future construction projects throughout the City.

Invitations to submit a bid for the transformers were sent out to three (3) major suppliers. The transformer bid specifications were sent with the bid request.

- 10 (ea.) 25kva single phase Overhead
- 12 (ea.) 37.5kva single phase Overhead
- 10 (ea.) 50kva single phase Overhead
- 30 (ea.) 50kva single phase Underground Pad Mount

We received and opened sealed bids from three (3) different suppliers on February 11, 2021 at 11:00 a.m. The bid opening results are as follows:

Distributors/Manufacturer	Total Transformers Purchase Cost	Delivery
Anixter Power Solutions-<u>GE</u> Salt Lake City, Utah	\$104,606.00	8-12 weeks
Northern Power - Howard Centerville, Utah	\$103,602.00	18-20 weeks
Irby Utilities Inc. ABB/PPI Salt Lake City, Utah	\$104,480.00	18-22 weeks

Analysis

The bids were evaluated on purchase price, total owning costs, and delivery time. The delivery times for the two low bid transformers groups were longer and our transformer inventory is too low to wait the approximately 4-5 months for delivery. We would like to award this bid to Anixter Power Solutions because of their delivery time.

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 installed.

Recommendation

Staff recommends the approval of the bid for 62 transformers from Anixter Power Solutions for \$104,606.00.

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

Attachments

None

City Council Staff Report



Subject: Distribution System Directional Boring Approval
Author: Allen Ray Johnson, Director
Department: Light & Power
Date: February, 23 2021

Background

We have several underground distribution circuits and streetlight circuits throughout our system that need to have new conduit installed and repairs made. These projects are designed to increase the system reliability, provide additional capacity and back up to our system, add additional lights to Bountiful Blvd, and repair existing lights that no longer work. To minimize the inconvenience to residents and limit the restoration of property we have requested bids from contractors to install these conduits using directional boring. There are 4 Distribution System Projects and 9 Streetlight Projects sites which are indicated by the addresses below, each bore consists of 1 to 4 conduits, with 6,006 total linear feet. We invited 5 contractors to provide bids and 3 submitted, the results of the bids are in the Analysis.

Distribution Bores

- Main Street 1100-1247 North
- 650 South Main Street, Carriage Crossing

Streetlight Bores

- 550 West Heritage Dr
- 625 West 2866-3100 South
- 650 North 125-300 East
- 1050 North 227-359 East
- 775 East 1900 South
- 750 North 800 East
- 900 East 1185-1215 North
- 1150 North 200 East
- 1180 Bountiful Hills Dr.

Analysis

Company / Location	Bid Price
Black and McDonald, Salt Lake City, Ut	\$363,485
Down Under Construction, North Salt Lake, Ut	\$399,842
Americom Technology, Inc. Murray, Ut.	\$500,781
Hunt Electric, Inc. Salt lake City, Ut	No Bid
Cache Valley Electric, Ut.	No Bid

Department Review

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

Significant Impacts

This work is identified in the FY 2019-20 budget and is within the identified budget. The projects will be funded from two different accounts, 575 Feeder Upgrade and Streetlight maintenance

Recommendation

Staff recommends the approval of the low bid from Black and McDonald for the sum of \$363,485.

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

Attachments

None

City Council Staff Report



Subject: Interlocal Agreement for Field Use with Davis School District

Author: Gary Hill, City Manager

Department: Administration

Date: January 26, 2021

Background

As a condition of purchase, Bountiful City and Davis School District (DSD) need to adopt a joint field-use agreement for the Washington Fields complex. On January 26, 2021 the Council held a work session with representatives of the District to work out details that would meet the needs of both organizations.

Analysis

The discussion resulted in the following points of agreement:

- DSD would have use of 2 fields from February through the end of May for lacrosse for Bountiful HS and Viewmont HS.
- This use would be M-F only, and from the end of school until dark.
- Each year, as lacrosse schedules are finalized, the availability would be further refined to maximize use by the City.
- If District lacrosse use damages the fields, that damage would be repaired by the District. Likewise, the city will ensure that the fields are usable for lacrosse after city use.
- This agreement (or a subsequent agreement) will outline joint standards for maintenance. This would include clear agreement about each entity's ability to cancel use based on weather.
- The term of the agreement will be for 10 years, with regular "review" periods of one, three, and five years.

A draft of the agreement is attached to the staff report. DSD is still reviewing the interlocal, and may have a few changes. Anything substantive will be discussed with the Council on the 23rd.

Significant Impacts

Funding for the purchase is provided by the voter-approved general obligation bond. Sufficient funds for the maintenance of the field complex will be included in the budget this spring.

Recommendation

Staff recommends the City Council adopt Resolution 2021-06 approving an interlocal agreement with Davis School District for joint use of facilities.

Attachments

Resolution 2021-06

DRAFT interlocal agreement (final version to be provided before the meeting)



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2021-06

MAYOR
Randy C. Lewis

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

CITY MANAGER
Gary R. Hill

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES BETWEEN DAVIS SCHOOL DISTRICT AND BOUNTIFUL CITY.

WHEREAS, Utah Code § 11-13-201 et seq. authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects;

WHEREAS, Bountiful City (“City”) and Davis School District (“District”) desire to enter into an interlocal agreement for joint use of facilities at the former Washington Elementary site located in Bountiful City;

WHEREAS, it is in the best interest of the City and the District to enter into this agreement for use of the property; and

WHEREAS, this Agreement has been reviewed by the City Manager, and the City Attorney as required by State law.

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

Section 1. Amendment to Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Master Interlocal Agreement between the City of Bountiful and the Davis School District and for joint use of facilities.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Master Interlocal Agreement for and in behalf of the City.

Section 3. Implementation. The City Manager and other City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement.

Section 4. Severability Clause. If any section, part of provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provision of this Resolution shall be severable.

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

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

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 23RD DAY
FEBRUARY, 2021.**

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

MASTER INTERLOCAL AGREEMENT
FOR JOINT USE OF FACILITIES
BETWEEN DAVIS SCHOOL DISTRICT AND BOUNTIFUL CITY

This Agreement is made and entered into this ____ day of February, 2021 by and between the Board of Education of Davis School District (“District”), having its principal offices at 45 East State Street, Farmington City, Davis County, State of Utah, and Bountiful City (“City”) having its principal offices at 795 South Main, Bountiful City, Davis County, State of Utah as follows:

Deleted: 150 North

- I. The District is a school district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- II. Bountiful City is a city government district organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- III. The City owns the cite of the former Washington Elementary which is located 340 W 650 S, Bountiful, UT 84010 and will now serve as Playing Fields (“Playing Fields”) for sports or other congruous use as the Parties see fit.
- IV. The District has need to use the Playing Fields in conjunction with the District’s programs and activities.
- V. The City and the District are desirous of entering into this Interlocal Cooperation Agreement, pursuant to the provisions of the Utah Interlocal Cooperation Act, as set forth in UCA §§11-13-101, *et seq.*, for their mutual benefit and for the further purpose of more fully developing and utilizing public facilities, thereby reducing costs and expenses to the taxpayers of both the Recreation District and the School District.
- VI. The City and the District hereby find that this Agreement is in the best interest of the public and will efficiently and economically provide for the use of the Playing Fields for District and City purposes and activities. Such Agreement shall be for the additional purpose of accommodating certain District activities on the Playing Fields in consideration for improvements to be described below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of ten (10) years unless terminated by the mutual consent of both Parties or terminated in accordance with the termination provision contained herein.

The District and City shall, through their representatives, coordinate an evaluation of the

Agreement and field use one year, three years, and five years from the date of this Agreement.

2. NO SEPARATE ENTITY

This Agreement shall not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this Agreement.

3. PURPOSE

The purpose of this Agreement is to provide a legal means for the Parties to more fully utilize existing public facilities thereby benefitting the students and patrons of the District and the residents and inhabitants of the City and reducing costs and expenses to all taxpayers within the District and the City.

4. SITE DESCRIPTION

The site at the property formerly known as Washington Elementary is designated in the legal description in Exhibit A. The site will be divided into three Playing Fields, approximate dimensions of which are designated in Exhibit B and are subject to change as practical considerations may arise.

5. IMPROVEMENTS

In consideration for the priority right to access and use the Playing fields described in Paragraph 6, the District agrees to seed or sod the area at the site where the Washington Elementary building once stood as soon as it is practical to do so in the 2021 calendar year. The District anticipates that the field located where the Washington Elementary building stood will not be ready for use until September 2021 at the earliest. Any other improvement to property, including but not limited to the existing irrigation system, will be the City's responsibility.

Deleted: ongoing
Deleted: from February 15th to May 31st and in secondary position the remainder of each year described

6. DISTRICT USE OF CITY PLAYING FIELDS

In consideration for the improvements to the playing fields described above, the District will have priority use of two playing fields for Bountiful High and Viewmont High lacrosse programs from February 15th to May 31st. Priority use will begin at 2 pm and end at dusk Monday through Friday. The District will provide a practice and game schedule at the beginning of each calendar year so that the City may use the two fields when not in use by the District. This use shall be coordinated with and approved by the District.

Deleted: the
Deleted: its programs

From June 1st to February 14th, the City will have priority use of all fields. Each party shall have the right to use the fields in a secondary position to the other party provided that such use does not interfere with the priority party's scheduled programs and activities. Any other arrangements must be mutually agreed upon between the District Health, Athletics & Physical Education Section Director and the City Parks Director or their designees.

Deleted: Athletic

7. MAINTENANCE AND EXPENSES

As the owner of the Playing Fields, the City shall be responsible for the ordinary and normal maintenance and repairs of the playing fields except as indicated in Paragraph 8 below, including utilities, irrigation, and keeping the playing fields in a clean and usable condition. The District and the City shall use the playing fields in a careful and prudent manner, and shall jointly develop standards for maintenance including guidelines for rain closures, turf height, and related items.

Deleted: unless

Deleted: otherwise

Deleted: in this Agreement

Deleted: .

8. DAMAGE, REPAIRS

Any repairs necessary as a result of damage caused by or in connection with a Party's exclusive use of the playing fields at the time the damage occurred will be paid for by the Party using the playing fields.

9. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims and recourse against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such Party as contemplated by this Agreement. Each Party agrees to indemnify and hold harmless the other Party from any and all claims of any kind and nature arising out of or related to that Party's use and occupation of the other Party's premises and facilities including, but not limited to, all claims for personal injury or property damage asserted by the Party, its students, employees or invitees, or any other persons whatsoever during the time a Party has the use or control of the other Party's facilities and/or premises under this Agreement. Each Party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement with coverage in an amount not less than a Combined Single Limit of \$2,000,000 per occurrence and any additional amount or annual increases which may be required by Utah's Governmental Immunity Act or other legislative action.

10. COORDINATING USE AT THE PLAYING FIELDS

If the Parties desire to schedule the Playing Fields outside the period of their priority use, the Party in secondary position must request access from the Party in priority position. Scheduling of use of the playing fields by the City shall be initiated by the City Parks Director or his/her designee and the District Health, Athletics & Physical Education Section Director. Scheduling of use of the playing fields by the District shall be initiated by District Health, Athletics & Physical Education Section Director or his/her designee and the City Parks Director or his/her designee.

Deleted: Athletic Director

Deleted: Athletic

11. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either Party giving written notice to the other Party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

12. ASSIGNMENT

Neither Party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other Party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

13. APPROVAL BY RESOLUTION

This Agreement shall not be effective until approved by Resolution of the governing body of each Party and filing of duplicate originals with the official keeper of records of each Party.

14. ENTIRE AGREEMENT

The Parties hereto agree that this document contains the entire agreement and understanding between the Parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either Party prior to the date hereof and is binding upon the successors of the respective Parties.

15. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

As required by UCA §11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be approved by the legislative body of each public entity and submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

16. DISPUTE RESOLUTION

The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. As required by UCA §11-13-207, and to assist in the resolution of any disputes between the Parties regarding this Agreement, the City Athletic Director or his/her designee, the District Health, Athletics & Physical Education Section Director, or a designated representative from the School District administration shall constitute a joint board responsible for the administration of this Agreement.

Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party agrees to pay reasonable attorney's fees and costs.

17. PRIVILEGES AND IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party, and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either Party under the Governmental Immunity Act as set forth in UCA §63G-7-101, *et seq.*, as amended.

IN WITNESS WHEREOF, the Parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written, pursuant to authority granted by Resolution duly passed and adopted by the School District and the Recreation District.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

BOUNTIFUL CITY

John Robison
President

Randy Lewis
Mayor

ATTEST:

ATTEST:

Business Administrator
Craig Carter

City Recorder
Shawna Andrus

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel
Benjamin Onofrio

Legal Counsel
Clinton Drake

Exhibit A

Legal Description

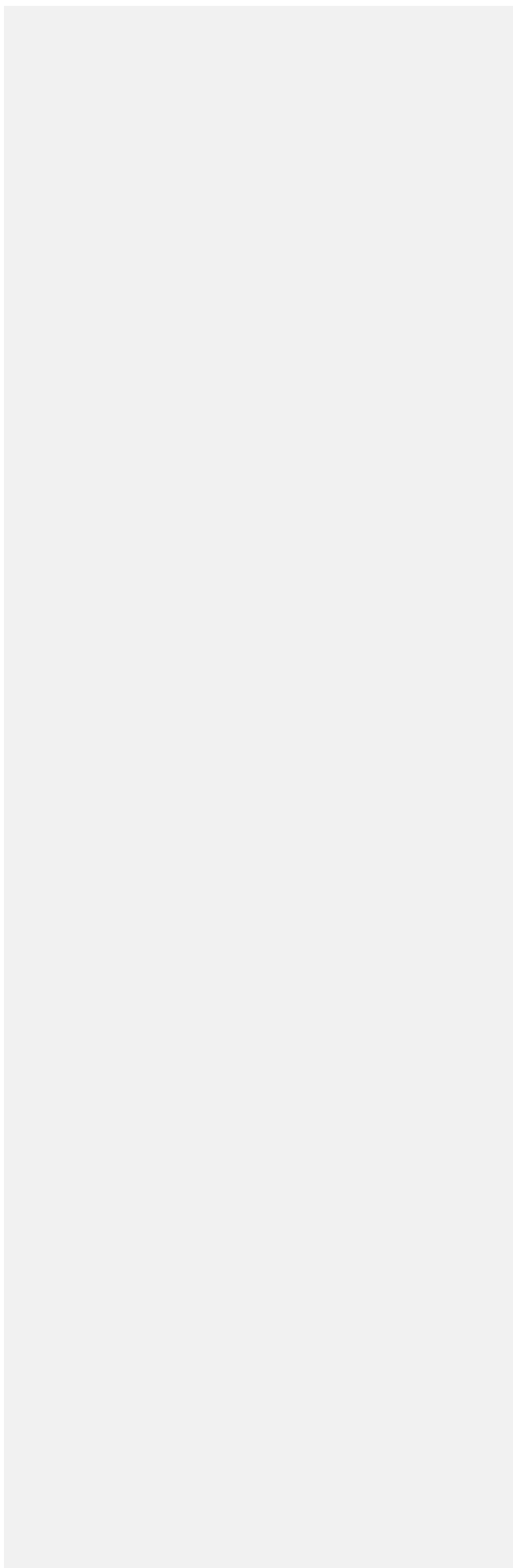


Exhibit B

