

# BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 8, 2020

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

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

*Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, members of the public wishing to attend this meeting are encouraged not to attend in person and to view the meeting online. The link to view the meeting can be found on the Bountiful City website homepage. If there is a public hearing listed on the agenda that you would like to submit a comment for, please email that comment prior to the meeting to [info@bountifulutah.gov](mailto: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. Discussion of the use of firearms above Bountiful – Mr. Gary Hill p. 3
2. Continuation of Department Updates – Mr. Gary Hill and Department Heads

### **7:00 p.m. – Regular Session**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment – If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Consider approval of minutes of previous meeting held on August 25, 2020 p. 5
4. Council Reports
5. BCYC Report
6. Consider approval of:
  - a. Expenditures greater than \$1,000 paid August 17 & 24, 2020 p. 19
  - b. July 2020 Financial Report p. 23
7. Gary Blowers recognition
8. Utah Taxpayers Association presentation
9. Consider approval of Ordinance 2020-09 enacting 10-1-122 “Campfires and Burning” and amending Bountiful City Municipal Codes - Mr. Clinton Drake p. 33
10. Consider Resolution 2020-11 which approves an interlocal agreement with Davis County for Bond election services – Mr. Clinton Drake p. 41
11. Consider Resolution 2020-12 which approves an interlocal with Davis County for participation in the Davis CARES Business Grant Program – Mr. Galen Rasmussen p. 51
12. Consider Resolution 2020-13 which approves an interlocal agreement with the South Davis Metro Fire Service Area for a CARES Act fund transfer – Mr. Galen Rasmussen p. 59
13. Adjourn

  
City Recorder



# City Council Staff Report



**Subject:** Bountiful B and Ward Canyon Efforts and Issues

**Author:** Gary Hill, City Manager

**Department:** Administration

**Date:** September 8, 2020

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## **Background**

Bountiful enjoys the benefits of close proximity to mountains and public lands. Our location near the Wasatch Range is one of Bountiful's hallmarks and the reason many of our residents and visitors choose to live and play here.

Although a sought-after location for many home buyers, neighborhoods in the foothills and interface areas face unique challenges. These include potential for wildfire, recreation-related traffic, and activities on federal or private lands that homeowners might not consider appropriate near homes such as camping, fires, and use of firearms.

Compounding these issues, of course, are complicated ownership and jurisdictional boundaries. Bountiful City essentially ends at the foothills. Davis County and the Forest Service have different laws for allowable uses than Bountiful City. For example, it is legal to use a firearm (with restrictions) on Forest Service lands, while it is illegal anywhere within the final and most vexing problem is illegal activity. Unlawful activity outside the City and in/around these interface areas create the largest and most frustrating problems. Graffiti is a regular concern near the B. Last year's wildfire was the result of a lawfully-lit, but illegally-abandoned campfire. And within the last month, a Bountiful resident was the victim of a bullet striking his windshield apparently coming from the unincorporated area above the B.

Enforcement of existing ordinances is undoubtedly important here. Bountiful has increased patrols within our jurisdiction, but the lion's share of the enforcement is required above the B on Skyline Drive and beyond. This is the jurisdiction of Davis County and the Forest Service. Unfortunately, the Forest Service has one ranger for all of Davis, Salt Lake, and Tooele counties, and provides less than \$15,000 per year to Davis County. Davis County, for its part, estimates that four to six additional officers would be required to adequately patrol between Ward Canyon and Farmington Canyon.

## **Analysis**

The City Council has requested a work session to discuss an update on efforts being made to address issues in the foothills near the Bountiful B and what more can be done.

Current issues the City is working on or has already addressed include:

- More stringent fire restrictions along Skyline Drive above Bountiful within Davis County and Forest Service property. (Completed)
- A dedicated trailhead parking area at the base of Skyline Drive. (In negotiations with Davis County and the property owners)
- Completion of Eagle Ridge Drive with associated utilities including lighting (Pending developer completion – the City is in regular communication with all parties).
- Additional patrols near the B within Bountiful limits (Ongoing)
- Graffiti removal (Ongoing – it gets re-tagged as soon as it is removed by the City)
- Discussions with Davis County and our congressional delegation about increased funding for Forest Service and County enforcement. (Started July 2020).

Additional areas that are discussion items include:

- Letter or similar from Bountiful City encouraging US Forest Service to enact meaningful gun safety measures at the Bountiful B and provide for sufficient law enforcement to promote good, safe recreation activities on public lands near Bountiful.
- Make signs about fire and gun ordinances and place them in the interface areas.
- Continue to assist Davis County in trying to gain additional resources for greater law enforcement presence. Current MOU with USFS only gives Davis Co. \$15,000/year for law enforcement on all USFS areas in all of Davis Co.
- Consider additional efforts to make our congressional leaders aware of the lack of Forest Service funding and point out the challenging issues inherent in the area.
- Additional meetings with neighbors and all parties to discuss issues and update on progress.
- Engage volunteer groups and service organizations to educate and keep an eye on the area around and above the B

### **Recommendation**

This item is for discussion only.

### **Attachments**

None

Minutes of the  
BOUNTIFUL CITY COUNCIL

August 25, 2020  
5:30 p.m. – Work Session  
7:00 p.m. – Regular Session

Present:

- |                       |  |
|-----------------------|--|
| Mayor Pro Tem         | Chris R. Simonsen  |
| Councilmembers        | Millie S. Bahr, Kate Bradshaw, Kendalyn Harris,<br>Richard Higginson |
| City Manager          | Gary Hill  |
| Asst. City Manager    | Galen Rasmussen  |
| City Engineer         | Lloyd Cheney   |
| Planning Director     | Francisco Astorga  |
| City Attorney         | Clinton Drake  |
| Finance Director      | Tyson Beck   |
| IT Director           | Alan West  |
| Police Chief          | Tom Ross   |
| Water Director        | Mark Slagowski   |
| Power Director        | Allen Johnson  |
| Streets Director      | Gary Blowers   |
| Streets Asst Director | Charles Benson   |
| City Planner          | Curtis Poole   |
| Recording Secretary   | Maranda Hilton   |

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

**Work Session – 5:30 p.m.**  
**South Davis Metro Fire Station Conference Room**

Mayor Pro Tem Simonsen called the meeting to order at 5:32 p.m. and welcomed those in attendance.

**TEMPORARY SKATE PARK DISCUSSION – MR. GARY HILL**

Mr. Hill explained that due to neighbor complaints, a popular site for skateboarding was dismantled in June. The site was in a City-owned detention basin on Moss Hill Drive. The loss of this location has left a need in the skateboarding community for a safe and legal place to skate. He has been in discussion with Staff and with some local skaters to try and find a site for a temporary skate park until such time that a more permanent location can be built. They already have a donation pledged of \$10,000 for work and materials for the construction of the park. Three potential locations have been suggested, and he asked the Council to weigh in on whether or not they approve the pursuing of a temporary skate park, and if so, which location they prefer. Some of the characteristics they wish to have in a new site is: it keeps a good distance from residences; has a good surface for skateboarding; has restrooms; has parking; and has good visibility.

1 The first location would be to reinstall a skate park in the same detention basin, but do it in a  
2 way that would not interfere with storm drain function. However, in talking with neighbors, it seems  
3 unlikely that they will welcome another skate park there. They have had issues with people leaving  
4 trash and with people relieving themselves in yards due to lack of restroom facilities. There is not any  
5 off-street parking at this location either, which neighbors are not happy about.

6 The second location is the existing basketball court at Tolman Park. The court seems to be  
7 underused and they are hopeful that in converting it to a skate park it will be more utilized. The  
8 location is a good distance from homes in the area, so noise would not be an issue. It has good  
9 visibility from 1300 East which is a graffiti and crime deterrent. They also have parking and  
10 restrooms on site. The court would need to be resurfaced to be made skater-friendly and the  
11 basketball standards would also need to be removed, but overall, it seems like a very good option.

12 The third location is an empty cul-de-sac located at the top of 600 North and 1300 East. This  
13 location is separated from neighbors and is not being used by anyone. However, it has a very steep  
14 approach and the asphalt surface is not ideal for skating.

15 Mr. Hill asked the Council for their thoughts about moving forward on this project and  
16 explained that he has seen that the groups who use these sites take very good care of them and are  
17 very respectful.

18 The Councilmembers all said they supported this idea and agreed that Tolman Park seemed  
19 like the best choice for a new location. They thanked Gary, Staff and the local skateboarders who  
20 helped put this project together for their hard work and their willingness to cooperate with the City.

#### 21 **CARES ACT FUNDING DISCUSSION – MR. GARY HILL**

22 Mr. Hill explained that the 2<sup>nd</sup> tranche of money from the Coronavirus Aid, Relief, and  
23 Economic Security (CARES) Act has recently been received, making a total of \$2.6M received so  
24 far. It is possible another installment will be received before the end of the year, but there is no  
25 guarantee how much, if any, the City will get. The money must be used in specific ways that are set  
26 forth by the Federal Government regarding prevention, aid and relief efforts surrounding the  
27 Coronavirus. The City is being very cautious about how to spend this money, but due to new  
28 guidelines staff feels fairly sure some of it can be used to pay public health and safety workers' salaries  
29 from March to December 2020. A small allowed amount will be spent on personal protective  
30 equipment (PPE) like masks, hand sanitizer and shields. Giving money to entities who were ineligible  
31 to receive any CARES Act funding, like the South Davis Metro Fire Agency (SDMFA) and South  
32 Davis Recreation District (SDRD) is also being considered. Another option would be to help fund the  
33 Davis County business grants and loans program. Bountiful businesses are eligible for help whether  
34 or not the City helps fund it, but they get ranked slightly higher if the City does contribute. The  
35 money must be spent by December or returned to the State.

36 The Council agreed that the proposal from staff to give some of the funds to SDRD, the  
37 SDMFA, and to Davis County's business grant program (with a 25% match rate for now) seem like  
38 good use of the funds. Mr. Hill said he will contact those entities and start the discussion right away.

39 Councilwoman Bradshaw also requested that the City contact the Mosquito Abatement  
40 District to see if they need any assistance at this time as well.

41 Councilman Higginson thanked staff for their caution and asked that help is sent to our  
42 struggling businesses as quickly as possible.

#### 43 **DEPARTMENT UPDATES – MR. GARY HILL & DEPARTMENT MANAGERS**

44 Mr. Hill gave the Council a list of current City projects and issues to choose from and  
45 explained that the department heads would answer any questions they wished to discuss.

46 Councilwoman Harris asked about UTOPIA fiber and when a decision about them coming to  
47  
48

1 Bountiful would be made. Mr. Hill said the next step will be to do a survey, but advised against  
2 conducting a survey before the General Obligation Bond has been voted on. He does not want more  
3 than one big issue on the table at a time. He also advised that once voting is over, we should look into  
4 other fiber and broadband options available before settling on UTOPIA.

5 Councilman Higginson asked about the possibility of a land transfer as proposed by Mr. Jaren  
6 Davis. He explained that he was not in favor of it as he did not think it would be a meaningful  
7 difference to the residents who care about that property. Councilwomen Bradshaw and Bahr agreed  
8 that it would be alright to take it off the table altogether. Councilwoman Harris said she thought it  
9 was at least worth having a discussion about it at a later date.

10 Councilman Simonsen asked for an update on the City Hall remodel. Mr. Lloyd Cheney  
11 answered that the building is approximately 65% completed. They are working hard to get it dried in,  
12 and after that the interior systems and finish work should commence very quickly. He told the  
13 Council that he rejected the contractor's proposed completion date of January 2021, and told them it  
14 was unacceptable to not be back in the building before the end of the year. They are making this  
15 project a priority and people will be working onsite after hours and on weekends in order to try and  
16 catch up.

17 Councilman Simonsen asked Mr. Cheney to also give an update on the Town Square project.  
18 Mr. Cheney explained that the second shipment of granite wasn't perfect, but they decided to make it  
19 work and have a local mason working on it. He said the water feature still needs to be surfaced  
20 (similar to the inside of a pool) and there is an appointment set next week with the pool contactors for  
21 that. The ice system for the skating ribbon will be fired up and tested soon. He believes it will be  
22 ready for use the second week of September.

23 Mr. Hill said that the Council will need to be thinking about whether or not to hold a grand  
24 opening in September, or wait until the winter when the ice ribbon can be used. It's not known what  
25 the County will allow as far as public gatherings are concerned, or if they will allow the water feature  
26 to be turned on.

27 Councilwoman Bahr asked for an update on Police Department morale. Chief Ross thanked  
28 the Council for their concern and for their continued support. He explained that many officers have  
29 started to question whether or not they should be police officers in this cultural climate, and they  
30 often worry about how to perform their jobs in the best way. He said they do a good job with training  
31 and they have programs in place that put them in a better position than many other cities, but that  
32 doesn't mean it's easy right now. Even with as much community support and City support as they  
33 receive, the Bountiful Police Department is not immune to what's going on in the world. Overall, he  
34 said morale is good and most employees are just waiting to see what happens. In the meantime, he  
35 said they are trying to focus on how they can keep improving.

36 Councilwoman Bradshaw thanked Chief Ross for his leadership, and asked about law  
37 enforcement issues near the "B". Chief Ross answered that he is passionate about improving things in  
38 that area. He said he would feel very frustrated about how long things are if he lived there. He  
39 explained that getting restrictions changed is a very difficult task, but he is hopeful that they are on  
40 the cusp of seeing some good things come to pass especially with trailhead and parking  
41 improvements and a new development in the area. He said he hopes we will not be talking about this  
42 again next summer, but they have been close before only to have hurdles come up. He explained that  
43 dealing with forestry lands can be very political and they have dealt with fire restriction issues for the  
44 entire 14 years he has been here.

45  
46 The work session was ended at 6:55 p.m.  
47

48 **Regular Meeting – 7:00 p.m.**

**South Davis Metro Fire Station Conference Room**

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2  
3 Mayor Pro Tem Simonsen called the meeting to order at 7:03 p.m. and welcomed those in  
4 attendance. Chief Tom Ross led the Pledge of Allegiance and Mr. Eric Glissmeyer, Counselor in the  
5 Bountiful East Stake presidency, offered a prayer.  
6

7 **PUBLIC COMMENT**

8 The public comment section was started at 7:07 p.m.  
9

10 Rep. Todd Weiler (Woods Cross, UT) gave an update on some state legislation that was  
11 recently passed and said if anyone had any questions, they were free to text or call him. He said ballot  
12 harvesting was expressly prohibited and that they completely revamped the budget after having every  
13 bill from last February be defunded. He thanked the Council for the hard work they do.  
14

15 Paul Smith (1454 Skyline Drive) explained to the Council that as he drove home last Saturday  
16 his vehicle was struck by a stray bullet. It shattered his windshield and went through the passenger  
17 side door. He told the Council how angry he was when he saw the size of the bullet and realized how  
18 deadly it would have been if his wife or niece had been in the car with him. He said the City has been  
19 negligent in solving this problem. The residents who live in his neighborhood have had to deal with  
20 these hazardous conditions for far too long and nothing has been done.  
21

22 Michele Smith (1454 Skyline Drive) told Council how frustrated she is by their lack of action.  
23 She feels the City is as much to blame for a .45 caliber bullet going through her husband’s windshield  
24 as the shooter is. She reminded them about an incident in 2008 when someone’s home had a bullet  
25 come through the window while they were inside. She admonished them to “move mountains” to  
26 change the ordinances because this is “tarnishing” our city.  
27

28 The public comment section was ended at 7:14 p.m.  
29

30 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD AUGUST 11,**  
31 **2020**

32 Councilwoman Harris made a motion to approve the minutes of the previous meeting held  
33 August 11, 2020 and Councilman Higginson seconded the motion. The motion passed with  
34 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.  
35

36 **COUNCIL REPORTS**

37 Councilwoman Bradshaw did not have a report.

38 Councilwoman Harris did not have a report.

39 Councilwoman Bahr did not have a report.

40 Councilman Higginson reported that at his meeting with the Power Commission, most of the  
41 Commissioners indicated they are ready to recommend withdrawal from the Carbon-Free Power  
42 Project. They wish to give UAMPS more time to get more subscriptions before making their  
43 decision, however any cities that remain after the next off-ramp will bear the additional costs left by  
44 the cities who are leaving. Councilman Higginson asked Mr. Hill if there was any reason to wait  
45 before withdrawing from the project. Mr. Hill answered that waiting to see if everyone pulls out of  
46 the project could be financially beneficial, because all costs would be reimbursed in that scenario.  
47

48 Councilman Simonsen reported that the final Concert in the Park event will be held on Friday  
at 7:00 p.m. with “The Endless Summer Band” performing. The Bountiful Rotary Club will hold a



1 car parade and drive through Bountiful on Saturday morning from 9:00 a.m.-10:00 a.m. instead of  
2 hosting their annual “Coats for Kids Car Show” this year. The Veteran’s Park finished pouring the  
3 last of the cement yesterday and he encouraged everyone to drive by and see how nicely it is coming  
4 along. They hope to have a November 11<sup>th</sup> grand opening in honor of Veteran’s Day.

5  
6 **CONSIDER APPROVAL OF EXPENDITURES GREATER THAN \$1,000 PAID AUGUST 3**  
7 **& 10, 2020**

8 Councilman Higginson made a motion to approve the expenditures paid August 3 & 10, 2020  
9 and Councilwoman Bahr seconded the motion which passed with Councilmembers Bahr, Bradshaw,  
10 Harris, Higginson and Simonsen voting “aye”.

11  
12 **CONSIDER APPROVAL OF THE ANNUAL TYLER TECHNOLOGIES SOFTWARE**  
13 **MAINTENANCE CONTRACT FOR A TOTAL OF \$82,979 – MR. ALAN WEST**

14 Mr. Alan West explained that this is an annual request for the City’s maintenance contract  
15 with Tyler Technologies, whom the City has purchased a large amount of software from. Typically  
16 15% of the list price is the cost for maintenance which equals around \$64,000, and additional costs  
17 for some server maintenance and some licensing, makes the total \$82,797.

18 Councilwoman Harris made a motion to approve the contract with Tyler Technologies and  
19 Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,  
20 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

21  
22 **CONSIDER APPROVAL OF THE BID FROM AMERICOM TECH, INC. IN THE AMOUNT**  
23 **OF \$46,313 FOR DIRECTIONAL DRILLING – MR. ALLEN JOHNSON**

24 Mr. Gary Hill (in lieu of Mr. Johnson) explained that this is simply a continuation of some of  
25 the boring that is being done around the City for replacement of streetlight and power conduits, and  
26 there are a couple more projects while they are in the City working.

27 Councilman Higginson reported that the Power Commission recommends approving the bid  
28 from Americom as well.

29 Councilman Higginson made a motion to approve the bid from Americom Tech and  
30 Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,  
31 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

32  
33 **CONSIDER APPROVAL OF ORDINANCE 2020-08 AMENDING THE BOUNTIFUL CITY**  
34 **LAND USE CODE TO ALLOW INDOOR RANGES AS A CONDITIONAL USE IN THE C-G**  
35 **SUBZONE – MR. FRANCISCO ASTORGA**

36 Mr. Curtis Poole explained that this is to allow indoor ranges in the C-G Zone as a conditional  
37 use. This will affect the entire C-G Zone (which is mostly located along 500 South) and not just the  
38 property currently applying for approval. Because the current code does not give any direction about  
39 indoor gun ranges, staff took this opportunity to write a new section of code that would help guide  
40 them in this area. The new code defines what constitutes an indoor range and where it can be located.  
41 They added a sound study as a condition of approval, as well as requiring applicants to include at  
42 least three of the following four amenities:

- 43 1. A retail component for the sale of firearms, ammunition and other accessories related to  
44 firearms. Such facility shall comply with all licensing and operation requirements of the  
45 Federal Bureau of Alcohol, Tobacco and Firearms, State Agencies and other regulatory  
46 organizations.
- 47 2. Classroom facilities to be used for community education, public forums and seminars  
48 on gun safety and use.

1 3. Exclusive access to the shooting range by local law enforcement at least quarterly for  
2 training purposes.

3 4. A restaurant or dining component.

4 Councilwomen Bahr and Bradshaw both asked clarifying questions about the required sound  
5 study and how they determine and assure its validity.

6 Applicants Bryan Green, Chris Jeppsen and consultant Chris Hart came forward to give more  
7 information. Mr. Hart said that a standard sound meter was used to test the decibel levels outside four  
8 different indoor ranges in the state. He said that a range named “Ready Gunner” located in Orem was  
9 the most similar to the proposed Rite Aid site. Ready Gunner had a reading of 59 decibels outside the  
10 range which is considerably quieter than passing traffic noise. In measuring the noise level of passing  
11 traffic at the Rite Aid site, decibels reach to about 70 at the door of the building. He said he is very  
12 confident that sounds heard by the neighbors will be below traffic levels. He also added that  
13 retrofitting an existing building requires you build a “box within a box” and each wall reduces noise  
14 by 25-30 decibels, so the Rite Aid location is ideal for noise reduction.

15 Councilman Simonsen asked why they want to build it here. Mr. Green explained that there is  
16 a need for access to legitimate places for people to shoot and to be educated about gun safety. This  
17 will help solve problems associated with people shooting in restricted and illegal areas. It will also  
18 bring people to Bountiful to spend money here instead of elsewhere.

19 Mr. Jeppsen added that they desire to create a cultural hotspot where people can come and  
20 talk about gun issues and bridge that divide that currently exists.

21 Mayor Pro Tem Simonsen suggested they begin the public hearing once Council was finished  
22 asking questions.

23  
24 **a. PUBLIC HEARING (continued)**

25 Public Hearing was opened at 7:54 p.m.

26  
27 Mr. James Fields (966 East 800 South) said he is excited to have a range in Bountiful so he doesn’t  
28 have to drive into Salt Lake City and he can spend his money locally. He also feels the likelihood of  
29 an accidental discharge between the building and the parking lot is very minimal compared to people  
30 shooting in the foothills.

31  
32 Mr. Walt Gasser (2299 South Wood Hollow Way) said he feels this is an inappropriate location for  
33 the shooting range. He thinks the noise will be disruptive to the offices who share the building with  
34 the range as well as for people walking along the street in the evenings after traffic has died down. He  
35 acknowledged that commercial real estate can be difficult and it’s hard to find the right tenants, but  
36 that the City should not give up this prime retail location in the heart of the City to these applicants.

37  
38 Mr. Brennan Jeppson (84 West 1400 South) said he is highly in favor of the gun range. He believes it  
39 will be a great asset for safety and educational opportunities, as well as a social hub for the City. He  
40 likes that they will offer childcare on site and that the location is so accessible. He feels that the  
41 visibility of the range will help encourage people to become more educated and safer in their gun  
42 practices.

43  
44 Ms. Tiana Rogers (no address given) feels the gun range would allow more people to be prepared and  
45 educated about guns in order to help protect their families and their homes in case of home invasion.  
46 She said that even though Bountiful is a very safe place to live, those crimes do occur here and she  
47 feels we all need to have access to that education. She feels the range will help empower people.

1 Mr. Brett Hart (3661 S. Monterey Cir) said he wished to clear the record about the Lion's Club being  
2 in opposition to the gun range. As the Range Committee Chairman for the Lion's Club he stated that  
3 they are not in opposition to the range being built. He also feels that the incident that happened to Mr.  
4 Paul Smith should never be allowed to happen and admonished the Council to think about what really  
5 matters. The Lion's Club promotes safety, education and responsibility and welcomes any venture  
6 that will help stop what's happening on the mountain.  
7

8 Ms. McCall Harness (84 West 1400 South) said she is in support of the range not only for her own  
9 safety, education and convenience, but also because it will offer an environmental benefit to the City.  
10 The range will recycle all ammo that is used there and she hopes it will help keep people from  
11 shooting and leaving ammo and litter in non-dedicated areas. She also hopes it will reduce the risk of  
12 fires in those areas and asked the Council to take that into account too.  
13

14 Ms. Cherie Green (1651 E. Viewcrest Drive) said she feels this range will help promote family and  
15 community in Bountiful. She believes it will bring people from all over and is a great way to  
16 diversify what Bountiful businesses have to offer. She also thinks that this location is the perfect spot  
17 due to its size, its accessibility and its proximity to other businesses. She does not believe that noise  
18 will be an issue at all. She hopes we will stop sending families away in order to fulfill their needs for  
19 entertainment, education and training.  
20

21 Mr. Opie Rogers (Tooele County) said he feels that this amenity will draw people from all over to  
22 come spend time in Bountiful. He is excited about this innovative facility and that it will be the first  
23 one in Davis County. He likes that it will be in an accessible location right off the freeway. He  
24 believes places like this that promote having fun without the pressure to be an expert are very  
25 important and that the City has a very good opportunity here.  
26

27 Mr. Dean Collinwood (Owner of Sessions Place/Collinwood McConkie Law) said he feels a business  
28 that will be open until midnight should not be located in the same place as professional offices that  
29 close at 5:00 p.m. The noise of people coming and going late into the evening will be very disturbing  
30 for the residential apartments located 20 feet away. He said he feels there is a good reason gun ranges  
31 have been limited to the C-H Zone in the past and that the Council should continue to follow that  
32 guidance. He feels it inappropriate for an entertainment business to be in a professional district. He  
33 said he would never have bought the building his law practice is in if there had been a gun range  
34 located next door.  
35

36 Kylene Hilton (395 West 325 South) said that she believes learning to be good at an individual sport  
37 like shooting can help people feel good about themselves and have confidence. Opportunities like  
38 that seem to be lacking today. She has fond memories of going target shooting with her family and  
39 her father teaching her about gun safety and responsibility. She is in support of the gun range being  
40 built, especially since not every family has the capability of educating their children about gun safety  
41 and this will help them do that.  
42

43 Mayor Pro Tem Simonson asked for a motion to close the public hearing.

44 Councilwoman Bahr made a motion to close the public hearing and Councilman Higginson  
45 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson  
46 and Simonsen voting "aye".  
47

48 The Public Hearing was closed at 8:25 p.m.

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**b. ACTION**

Councilman Higginson said he has a positive feeling about this facility and what it can bring to our community. He feels assured that the City will make sure the facility is safe and that it is quiet, so he is in support of changing the code to accommodate it.

Councilwoman Harris agreed that it will be an asset and an opportunity for people to have more experiences with family and friends instead of just buying things online. We will all benefit from it.

Councilwoman Bradshaw said she agrees with those that feel that more ways to keep people spending their dollars in Bountiful should be found and those opportunities should be continued to be found. She does not feel that noise will be an issue that they cannot mitigate successfully. She believes this proposal is a good thing.

Councilwoman Bahr said she agrees that the noise will not be a big issue in the end and she is glad there will be somewhere people can go to learn proper gun safety.

Councilman Simonsen said he has taught his children how to use a firearm and thinks this is a great opportunity to keep business here.

Councilman Higginson made a motion to approve Ordinance 2020-08 to amend the Land Use Code text to allow Indoor Gun Ranges as a conditional use in the C-G Zone. Councilwoman Harris seconded the motion. The motion passed with the following roll call vote:

Harris	A
Bradshaw	A
Higginson	A
Bahr	A
Simonsen	A

**CONSIDER FOR RE-APPROVAL: – MR. TYSON BECK**

Mr. Tyson Beck explained that these two transfers were originally approved on June 16<sup>th</sup>, 2020, but due to an oversight regarding state noticing requirements, the City has been asked to repeat the public hearing and approval process. The transfers are exactly the same as they were when presented on June 16<sup>th</sup>.

**a. FY2021 TRANSFER OF FUNDS FROM THE LIGHT AND POWER FUND TO THE GENERAL FUND**

Mr. Beck explained that the transfer from the Light & Power Fund to the General Fund is a way to subsidize the General Fund without having to raise property taxes for the residents of Bountiful. The General Fund provides us with police, emergency medical, fire, streets maintenance and snow plowing services. These essential services benefit all residents of Bountiful, not just those who own property. It also helps to offset the impact of entities who do not pay property taxes; churches and nonprofits, etc. As it stands, Bountiful has the lowest property tax rate of all the cities in Davis County, and even with the transfer, Bountiful’s power rates are still lower on average than Rocky Mountain Power. In total the transfer constitutes 7% of the total expenses for Bountiful City Light & Power Fund.

**i. PUBLIC HEARING**

The Public Hearing was opened at 8:49 p.m.

Ron Mortensen (representing Citizens for Tax Fairness) said that he feels the annual transfer must be affecting power rates, which have risen 35% since 2005, because we could

1 not do the transfer if we didn't have a surplus in that fund. He stated that even though our  
2 rates are lower on average than Rocky Mountain Power rates, we aren't taking into account  
3 the perks that Rocky Mountain gives their customers; energy rebates and incentives for  
4 energy efficient appliance purchases, tax reduction roll-backs, etc. He feels the gap between  
5 competitors' power rates and ours has shrunk significantly over time. He also mentioned that  
6 the residents of Bountiful help fund the schools, churches and non-profits, so it affects all  
7 residents in this way too.

8  
9 Councilman Higginson made a motion to close the public hearing and Councilwoman  
10 Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,  
11 Higginson and Simonsen voting "Aye".

12  
13 The Public Hearing was closed at 8:58 p.m.

14  
15 **ii. ACTION**

16 Councilwoman Bradshaw made a motion to approve the FY2021 Transfer of Funds  
17 from the Light and Power Fund to the General Fund and Councilwoman Bahr seconded the  
18 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and  
19 Simonsen voting "aye".

20  
21 **b. FY2021 TRANSFER OF FUNDS FROM THE LANDFILL FUND TO THE**  
22 **RECYCLE FUND**

23 Mr. Beck explained that the FY2021 budget proposed a \$234,540 transfer from the Landfill  
24 Fund to the Recycling Fund. This transfer is to help subsidize the recycling market which took a dive  
25 in 2018. The Council voted then to use funds from the landfill to continue the recycling program and  
26 offset the raised costs of collecting residents' recyclables. He said staff is continually watching the  
27 market and evaluating the best course of action. The transfer does not touch the primary funds of the  
28 landfill, but is less than the interest earned annually on the fund. In total it constitutes 12.3% of total  
29 Landfill Fund expenses.

30  
31 **i. PUBLIC HEARING**

32 The Public Hearing was opened at 9:00 p.m.

33  
34 Ron Mortensen (representing Citizen for Tax Fairness) said the Council promised that  
35 the recycling market would recover and that by looking at the increase in the amount of the  
36 transfer from last year to this year, it seems the recycling market has worsened. He said it  
37 makes him wonder how much longer we will keep subsidizing it. He asked if there was any  
38 limit imposed on the scope of the transfer. He wonders how the average citizen will know the  
39 real costs of recycling if we keep subsidizing it. He suggested that if the landfill is so  
40 profitable, perhaps we should reduce landfill fees.

41  
42 Councilman Higginson stated that the City is required to maintain enough money in a fund to  
43 close the landfill at such time that is needed. The transfer uses less than the fund makes in interest  
44 annually. He also said that no one ever promised the recycling market would recover, just that it  
45 might.

46 Councilwoman Harris thanked Ron for his comments and said the points were well-taken.  
47 They had tough decisions ahead and would address the recycling market as needed.

1 Councilwoman Bradshaw made a motion to close the public hearing and Councilwoman  
2 Harris seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,  
3 Higginson and Simonsen voting “Aye”.

4  
5 The Public Hearing was closed at 9:05 p.m.

6  
7 Councilwoman Bradshaw made the comment that she hates to think what would happen if  
8 the recycling program was suspended until the market recovered. Many people would lose the know-  
9 how and momentum to recycle.

10  
11 **ii. ACTION**

12 Councilwoman Bradshaw made a motion to approve the FY2021 Transfer of Funds  
13 from the Landfill Fund to the Recycling Fund and Councilwoman Bahr seconded the motion.  
14 The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen  
15 voting “aye”.

16  
17 **CONSIDERATION OF RESOLUTION 2020-10 (REVISION OF RESOLUTION 2020-06)**  
18 **FORGIVENESS OF INTERFUND LOAN BETWEEN THE LANDFILL FUND AND THE**  
19 **WATER FUND AND ASSOCIATED TRANSFER OF FUNDS – MR. TYSON BECK**

20 Mr. Beck explained that this item has been amended since it was approved in June. In the  
21 forgiveness of this loan between the Landfill Fund and the Water Fund, a specific section of code was  
22 looked at that it was thought it pertained to. The State Auditor’s Office has determined it pertains to a  
23 section of code dealing with transfer of funds. So the Resolution has been amended to include the  
24 section of code that the State recommended and wish to hold another Public hearing to approve the  
25 amended Resolution. The proposal did not change.

26 Mr. Beck explained that the loan was made to help fund the Mueller Park Water Treatment  
27 Plant project. The City proposed, when it adopted its new reserve policy, that the loan should be  
28 forgiven, which will help keep the Water Fund reserves where the City wants them to be and will not  
29 have a significant impact on the Landfill Fund.

30  
31 **a. PUBLIC HEARING**

32  
33 The Public Hearing was opened at 9:12 p.m.

34  
35 Ron Mortensen (representing Citizens for Tax Fairness) admonished the Council to  
36 heed the State Auditor’s requirement to hold public hearings at the time they are noticed to be  
37 held. He asked where we are getting so much money from and said he wonders if the Landfill  
38 has become a slush fund. He also asked the Council to consider whether or not every  
39 Bountiful resident is getting an equal benefit from these transfers. There are some residents of  
40 Bountiful who do not receive a benefit because Bountiful Water does not service every home.

41  
42 Councilwoman Harris made a motion to close the public hearing and Councilwoman  
43 Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,  
44 Higginson and Simonsen voting “aye”.

45  
46 The Public Hearing was closed at 9:15 p.m.

47  
48 **b. ACTION**

1 Councilman Higginson made a motion to approve Resolution 2020-10 as a revision of  
2 Resolution 2020-06 to forgive the interfund loan between the Landfill Fund and the Water Fund.  
3 Councilwoman Bahr seconded the motion. The motion passed with the following roll call vote:

4 Bradshaw A  
5 Higginson A  
6 Bahr A  
7 Simonsen A  
8 Harris A

9  
10 **CONSIDER APPROVAL OF A DEER PROGRAM – CHIEF TOM ROSS**

11 Chief Tom Ross explained that they began the Deer Abatement program in 2014, and  
12 removed around 700 deer from Bountiful in a five year period. The deer were trapped and relocated  
13 as part of that program. Due to illness found in the deer, the Division of Wildlife Resources (DWR)  
14 will not allow the City to continue to relocate deer. The only option given for deer abatement is a  
15 lethal program. He explained that many other cities along the Wasatch Front are currently doing this  
16 because urban deer populations increase significantly if nothing is done.

17 Chief Ross said that in January 2020, the Council discussed all the options and asked that the  
18 City conduct a survey to gather public comment about the issue. He went over the results of the  
19 survey with the Council. He said staff recommends a trap and euthanize program. Trapping would  
20 only occur on consenting properties, and the program will not seek to completely eradicate deer,  
21 merely to control the population. He said it is important to have an ecosystem that works together,  
22 and if action is not taken the deer will still die, but it will be from worse and less humane situations;  
23 getting hung up on fences, getting diseases and getting struck by cars. The increase of deer in the City  
24 will also attract predators into the City, among other issues; yards being destroyed, car accidents and  
25 children and adults being hurt. The first year of the program will seek to remove 50-75 deer as its  
26 goal, then staff will evaluate as time goes on. He said they feel the trap and shoot program is the  
27 safest and most humane one to implement.

28 Councilwoman Harris asked about the idea of donating the deer meat. Chief Ross said that he  
29 has recently learned more about the costs and difficulties of donating the meat. He said there is a very  
30 short window of time to work with the meat and the closest butcher who does this sort of work is  
31 located in Ogden and they charge around \$60 per deer. He said they will continue to look at options  
32 but it seems apparent that no other cities are doing this because cost and logistics are such a deterrent.  
33 Councilwoman Harris asked if perhaps a lottery system could be developed for residents of Bountiful  
34 to take the meat and process it themselves. Chief Ross said that is definitely a possibility and they  
35 will continue to look into any options at the direction of the Council.

36 Councilman Higginson said he likes having deer here, it enhances his experience living in  
37 Bountiful. He also understands that there are two distinct deer populations, those that live downtown  
38 and stay here their entire lives and are used to people, and those that live in the foothills and come  
39 into town. He hopes the right parameters can be set for a management program. He said he likes the  
40 idea of making the meat available to locals instead of spending the money to test and process it  
41 ourselves.

42 Councilwoman Bradshaw made a motion to enter into a lethal deer program, focusing on the  
43 deer west of Bountiful Boulevard, and Councilman Higginson seconded the motion. The motion  
44 passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.  
45  
46

1 **CONSIDER APPROVAL OF A SECOND EXTENSION OF THE DEADLINE TO**  
2 **CONSTRUCT ALL PUBLIC IMPROVEMENTS FOR THE KATHRYN LANE P.U.D. – MR.**  
3 **LLOYD CHENEY**

4 Mr. Lloyd Cheney explained that an extension was approved for this P.U.D. 15 months ago  
5 and the developers now have the means to begin construction and to complete this project. Staff  
6 recommends approving a second extension in order to allow the developers to finish.

7 Councilwoman Harris made a motion to approve the extension for the Kathryn Lane P.U.D.  
8 and Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,  
9 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

10  
11 **CONSIDER APPROVAL OF THE SALE OF LOT 1, SLAGWOOD SUBDIVISION TO TLC**  
12 **CONSTRUCTION – MR. LLOYD CHENEY**

13 Mr. Cheney explained that when they first put this property up for bid, there were three offers  
14 received, but were rejected because they were too low. They recently received a bid from TLC  
15 Construction that was more in line with fair market value and they recommend accepting it. The offer  
16 is for \$200,000, with the proceeds going toward the purchase of property for the 400 North reservoir.  
17 He feels the developer will act quickly to design and build a home there and sell it, which will be a  
18 nice thing for the neighborhood.

19 Councilwoman Bradshaw made a motion to approve the sale of Lot 1 in the Slagwood  
20 Subdivision to TLC Construction and Councilwoman Bahr seconded the motion. The motion passed  
21 with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

22  
23 Mr. Hill explained to the Council that Mr. Cheney was the one who had the idea to use that  
24 vacant lot to hold the extra dirt from the 400 North project and then to sell the lot and use the  
25 proceeds for the project. This saved the City around \$200,000 in total. According to a City policy,  
26 any employee who saves the City a significant sum of money is due to a bonus of up to \$500.00.

27 Councilwoman Bahr made a motion to award Mr. Lloyd Cheney with a \$500.00 cost savings  
28 bonus and Councilwoman Harris seconded the motion. The motion passed with Councilmembers  
29 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

30  
31  
32 **CONSIDER APPROVAL OF THE PRELIMINARY AND FINAL ARCHITECTURAL AND**  
33 **SITE PLAN FOR A NEW MULTI-TENANT DEVELOPMENT LOCATED AT 19 WEST 500**  
34 **SOUTH – MR. FRANCISCO ASTORGA**

35 Councilwoman Bahr recused herself from the next agenda item due to personal interest.

36 Mr. Curtis Poole explained that the applicants are proposing to demolish the current buildings  
37 on this site and build a new 3-story building (one underground level, two above-ground levels) to  
38 house Bahr Dermatology and another professional office. They will close the eastern access point and  
39 revise the western access point, and all parking requirements are being met based on total square  
40 footage. They are, however, asking for a relief to some of the setback requirements in the code. In  
41 return they will add additional landscaping to the property. The Planning Commission voted 6-0 in  
42 favor of approval.

43 Councilmembers Bradshaw and Simonsen stated that they are patients of Bahr Dermatology.

44 Councilwoman Harris made a motion to approve this project and Councilman Higginson  
45 seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Higginson and  
46 Simonsen voting “aye”.

47  
48 **ADJOURN**



1 Councilwoman Harris made a motion to adjourn the meeting and Councilwoman Bradshaw  
2 seconded the motion. The motion passed with Councilmembers Bradshaw, Harris, Higginson and  
3 Simonsen voting “aye”.

4

5 The regular session of City Council was adjourned at 10:04 pm

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*Mayor Randy Lewis*

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*City Recorder*

PENDING



# City Council Staff Report



**Subject:** Expenditures for Invoices > \$1,000 paid  
August 17 & 24, 2020

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** September 8, 2020

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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  
August 17 & 24, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid August 17, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,116.22	216992	08012020	Recycling Fees for July 2020	
1035	ADS, LLC	Light & Power	535300 448628	Pineview Hydro	1,102.48	216993	53644M1.081120	Pwer Supply Pineview Console- Customer ID C-10742	
1121	AMERICAN ENVIRONMENT	Light & Power	535300 448614	Plant Equipment Repairs	4,550.00	216998	1265	Visible Icapacity Testings	
1142	AMERICOM TECHNOLOGY	Light & Power	535300 473140	Dist Street Lights	2,933.31	216999	1126-12	Boring for Street Lights	
1142	AMERICOM TECHNOLOGY	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	10,042.07	216999	1126-13	Boring	
1142	AMERICOM TECHNOLOGY	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	29,592.00	216999	1126-15	Boring Final	
1142	AMERICOM TECHNOLOGY	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	51,764.00	216999	1126-14	Boring for are #2 3100 S Orchard- Acct # BOU1126	
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,312.00	217002	69V21320	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,693.60	217002	69V21420	Tree Trimming	
1447	BP ENERGY COMPANY	Light & Power	535300 448611	Natural Gas	130,652.79	217013	21086213	Natural Gas // Contract # 23191	
1716	CMT ENGINEERING LABO	Legislative	454110 472100	Buildings	1,350.00	217023	88631	Project 013133 Bountiful City Hall Remodel	
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	29,437.70	217036	08012020K	Acct # 6056810000 - Natural Gas	
9275	ENVIRONMENTAL PLANN	Legislative	454110 473100	Improv Other Than Bldgs	2,673.00	217042	10777	Project Bountiful 0003 Downtown Plaza Phase 2	
9275	ENVIRONMENTAL PLANN	Legislative	454110 473100	Improv Other Than Bldgs	4,708.00	216983	10778	Project Bountiful 0004 Plaza- Ice Ribbon Mar-Jul 20	
2126	FAIRBANKS SCALES	Landfill	575700 426000	Bldg & Grnd Suppl & Maint	1,527.75	217044	1510744	Maintenance for Customer # 95481	
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	2,412.50	217052	20046	Treatment for Turf	
5458	HANSEN, ALLEN & LUCE	Landfill	575700 431300	Environmental Monitoring	1,821.03	217053	42487	Lab Analysis - Groundwater Sampling	
8096	HARRISON EUROSPTS	Streets	104410 425000	Equip Supplies & Maint	1,561.78	217055	5085209	Auto Parts/ Siren Speaker	
2562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	5,912.17	216985	23290	Registers, ERT's, and Caskets	
2564	I-D ELECTRIC INC	Water	515100 472100	Buildings	10,065.99	216986	107901	Power/ Electrical Conduit	
12083	IDEAL ELECTRIC	Light & Power	535300 448627	Echo Hydro	8,449.55	217066	20444	Fix High Bearing Temperatures on Echo Turbine	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,404.00	217080	5799	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,632.15	217080	5787	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	5,600.79	217080	5751	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,011.46	217080	5760	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,601.14	217080	5743	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,646.77	217080	5768	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	9,275.37	217080	5777	Patching	
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	6,832.21	217080	5733	Overlay	
11730	LINE 29 ARCHITECTURE	Streets	454410 472100	Buildings	13,600.00	217086	1011	Street Dept. Garage Car Wash	
3200	MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	2,227.88	217095	997726	Oil Pans	
3200	MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	3,231.90	217095	997768	Steering Gears for street mack	
3271	NETWIZE	Information Technology	454136 474500	Machinery & Equipment	19,186.27	216988	191758	Dell EMC Storage	
3328	NOVOTX, L.L.C.	Water	515100 431000	Profess & Tech Services	10,000.00	216989	1702	Annual Maintenance	
9721	OVERHEAD DOOR CO OF	Streets	104410 426000	Bldg & Grnd Suppl & Maint	1,240.00	217109	IN-0385899	Door Repairs	
10033	PINETOP ENGINEERING	Streets	104410 441300	Street Signs	1,311.58	217117	3502	Upgrade Traffic Controllers	
3830	SALT LAKE COMMUNITY	Light & Power	535300 423001	Education Benefit	1,216.00	217130	SCE21-40	Substation Apprenticeship for Josh Buckway	
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	2,070.00	217144	0311614	Bulk Oil	
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	14,271.00	217144	0311905	Fuel	
4273	TURF EQUIPMENT CO	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,765.30	217146	449872-00	Misc. Turf Supplies	
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	1,553.68	217152	9859787000	Acct # 9859787000	
9364	VISTA OUTDOOR SALES	Golf Course	555500 448240	Items Purchased - Resale	1,469.36	217155	684212	Golf Accessories	
4536	WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro	19,025.00	216991	06302020	2Q20 Generation Fees	
					<b>TOTAL:</b>	<b>482,849.80</b>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid August 24, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
11636	BLACK FOREST PAVING	Streets	454410 473500	Road Reconstruction	19,820.00	217181	3	100 North Recenstruction Project
11637	BLACK SHEEP OILFIELD	Water	515100 473110	Water Mains	160,736.13	217182	08252020	Waterline work on Lewis Park and Highland Oaks
11488	CENTRAL SQUARE	Enhanced 911	104219 428000	Telephone Expense	23,286.90	217164	282730	Mobile Annual Maintenance - Customer # 16803
12086	GREG SIMPSON INC	Legislative	104110 492080	Community Events-BntflComServC	2,000.00	217211	082120	Bntfl City Concert in the Park- Greg Simpson Band
2386	HABITAT PRESERVES, I	Redevelopment Agency	737300 426100	Special Projects	12,460.00	217212	3606	73 W 100 N, Parking Lot
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	4,472.70	217218	108114	Wire Pull Labor
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	3,128.58	217225	5808	Patching
4764	MCNEILUS TRUCK & MAN	Sanitation	585800 425000	Equip Supplies & Maint	1,928.15	217237	4803537	Misc. Parts and Supplies
3200	MOUNTAIN WEST TRUCK	Streets	104410 425000	Equip Supplies & Maint	2,057.14	217242	998640	Auto Parts

3271	NETWIZE	Information Technology	104136	425000	Equip Supplies & Maint	2,784.80	217246	19483	Veem Backup Maintenance Upgrade to 24x7 Support
9721	OVERHEAD DOOR CO OF	Streets	104410	426000	Bldg & Grnd Suppl & Maint	1,632.16	217251	IN-0386791	Door #7 North Main Building
10820	PEAK ASPHALT, LLC	Streets	104410	473200	Road Materials - Overlay	1,190.75	217256	8-442582	Tack Oil
5553	PURCELL TIRE AND SER	Storm Water	494900	425000	Equip Supplies & Maint	1,678.80	217259	2803687	Tires for Badger - Acct # 2801867
3649	RASMUSSEN EQUIPMENT	Landfill	575700	474500	Machinery & Equipment	473,575.00	217263	10116092	Approved by Council Landfill Terex Haul Truck
5000	U.S. BANK CORPORATE	Planning	104610	431000	Profess & Tech Services	4,050.00	217284	08102020FA	GISsoftware,Lunch,Prime- Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	454110	472100	Buildings	1,790.55	217284	08102020LC	MobileStorage,BTS - Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Water	515100	431000	Profess & Tech Services	2,080.76	217284	08102020MS	Lunch and Drinks -Acct# 4246-0445-5571-8851
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	445201	Safety Equipment	5,950.00	217286	08252020	July 2020 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	448620	Power Purch CRSP	244,035.89	217286	08252020	July 2020 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	448621	Power Purch IPP	1,484.97	217286	08252020	July 2020 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	448622	Power Purch San Juan	166,999.37	217286	08252020	July 2020 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	448626	Power Purch UAMPS (Pool etc)	810,195.01	217286	08252020	July 2020 2020 payment for power resources
4341	UTAH ASSOCIATED MUNI	Light & Power	535300	448628	Pineview Hydro	8,229.74	217286	08252020	July 2020 2020 payment for power resources
7732	WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	2,095.00	217297	105348	Janitorial Cleaning for August 2020
						Total	<u>1,957,662.40</u>		



# City Council Staff Report

**Subject:** July 2020 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** September 8, 2020



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## **Background**

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

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative expenditure data for July 2020 compared to the past three fiscal YTD periods through each respective July.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

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

## **Recommendation**

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

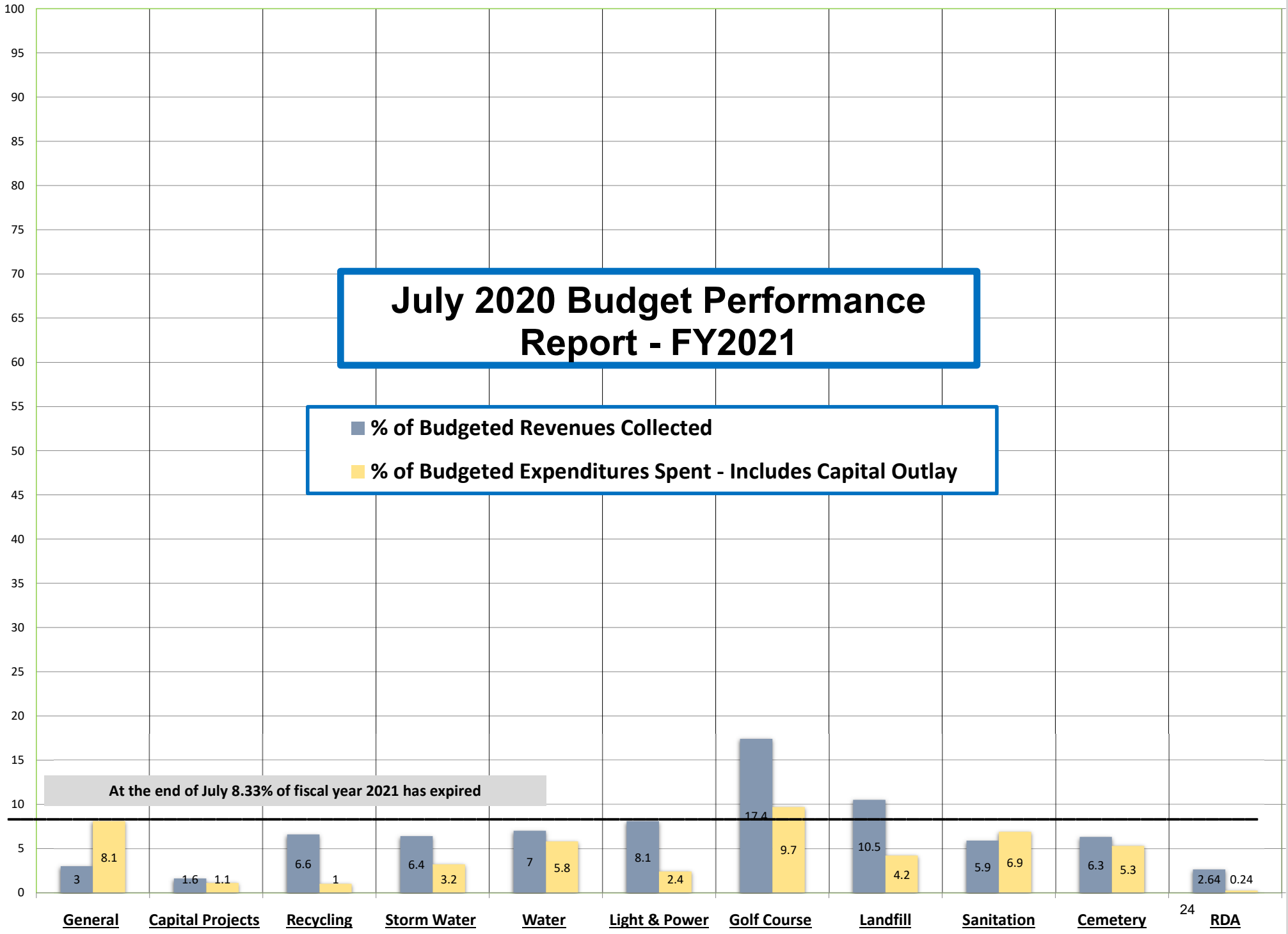
## **Attachments**

- July 2020 Revenue & Expense Report – Fiscal 2021 YTD

# July 2020 Budget Performance Report - FY2021

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

At the end of July 8.33% of fiscal year 2021 has expired





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City of Bountiful, UT  
JULY YTD REVENUES - FY2021

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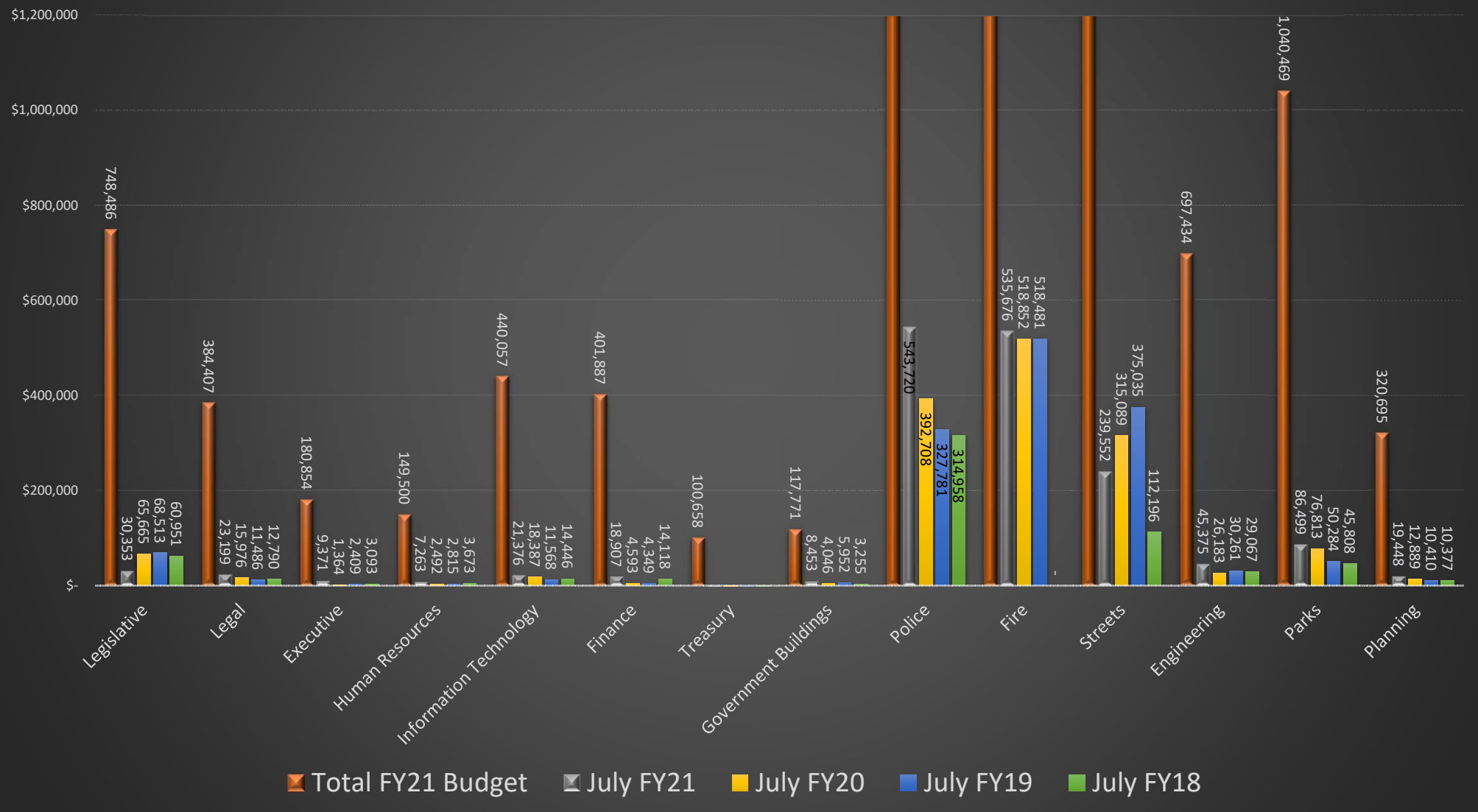
FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-19,404,903	-19,404,903	-576,003.10	-576,003.10	.00	-18,828,899.90	3.0%
30 DEBT SERVICE	-400	-400	-34.03	-34.03	.00	-365.97	8.5%
44 MUNICIPAL BUILDING AUTHORITY	-6,000	-6,000	-592.92	-592.92	.00	-5,407.08	9.9%
45 CAPITAL IMPROVEMENT	-3,110,185	-3,110,185	-51,170.80	-51,170.80	.00	-3,059,014.20	1.6%
48 RECYCLING	-663,256	-663,256	-44,055.57	-44,055.57	.00	-619,200.43	6.6%
49 STORM WATER	-1,802,265	-1,802,265	-116,075.85	-116,075.85	.00	-1,686,189.15	6.4%
51 WATER	-6,238,000	-6,238,000	-435,746.06	-435,746.06	.00	-5,802,253.94	7.0%
53 LIGHT & POWER	-28,818,513	-28,818,513	-2,343,641.72	-2,343,641.72	.00	-26,474,871.28	8.1%
55 GOLF COURSE	-1,484,500	-1,484,500	-258,978.90	-258,978.90	.00	-1,225,521.10	17.4%
57 LANDFILL	-1,854,000	-1,854,000	-194,019.06	-194,019.06	.00	-1,659,980.94	10.5%
58 SANITATION	-1,102,400	-1,102,400	-65,090.32	-65,090.32	.00	-1,037,309.68	5.9%
59 CEMETERY	-623,300	-623,300	-39,019.56	-39,019.56	.00	-584,280.44	6.3%
61 COMPUTER MAINTENANCE	-54,294	-54,294	-71.06	-71.06	.00	-54,222.94	.1%
63 LIABILITY INSURANCE	-421,915	-421,915	-417,674.83	-417,674.83	.00	-4,240.17	99.0%
64 WORKERS' COMP INSURANCE	-318,727	-318,727	-21,789.68	-21,789.68	.00	-296,937.32	6.8%
72 RDA REVOLVING LOAN FUND	-284,730	-284,730	-33,519.20	-33,519.20	.00	-251,210.80	11.8%
73 REDEVELOPMENT AGENCY	-1,250,617	-1,250,617	-6,955.66	-6,955.66	.00	-1,243,661.34	.6%
74 CEMETERY PERPETUAL CARE	-99,000	-99,000	-10,437.22	-10,437.22	.00	-88,562.78	10.5%
78 LANDFILL CLOSURE	-20,000	-20,000	-555.95	-555.95	.00	-19,444.05	2.8%
83 RAP TAX	-621,942	-621,942	-411.16	-411.16	.00	-621,530.84	.1%
92 OPEB TRUST	0	0	-1,300.26	-1,300.26	.00	1,300.26	100.0%
99 INVESTMENT	0	0	-150,090.48	-150,090.48	.00	150,090.48	100.0%
GRAND TOTAL	-68,178,947	-68,178,947	-4,767,233.39	-4,767,233.39	.00	-63,411,713.61	7.0%

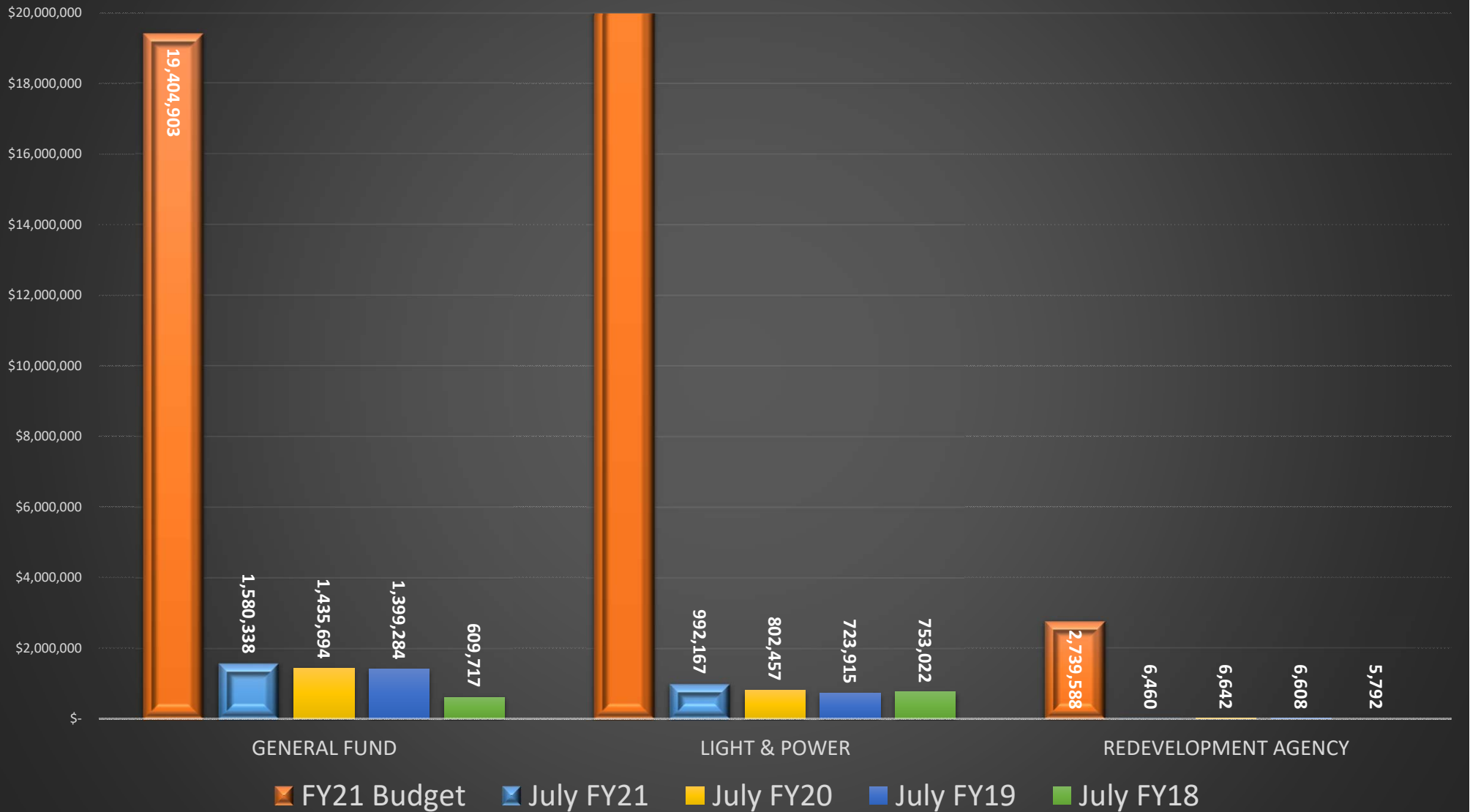
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## General Fund Detailed Expenditures - July 2020

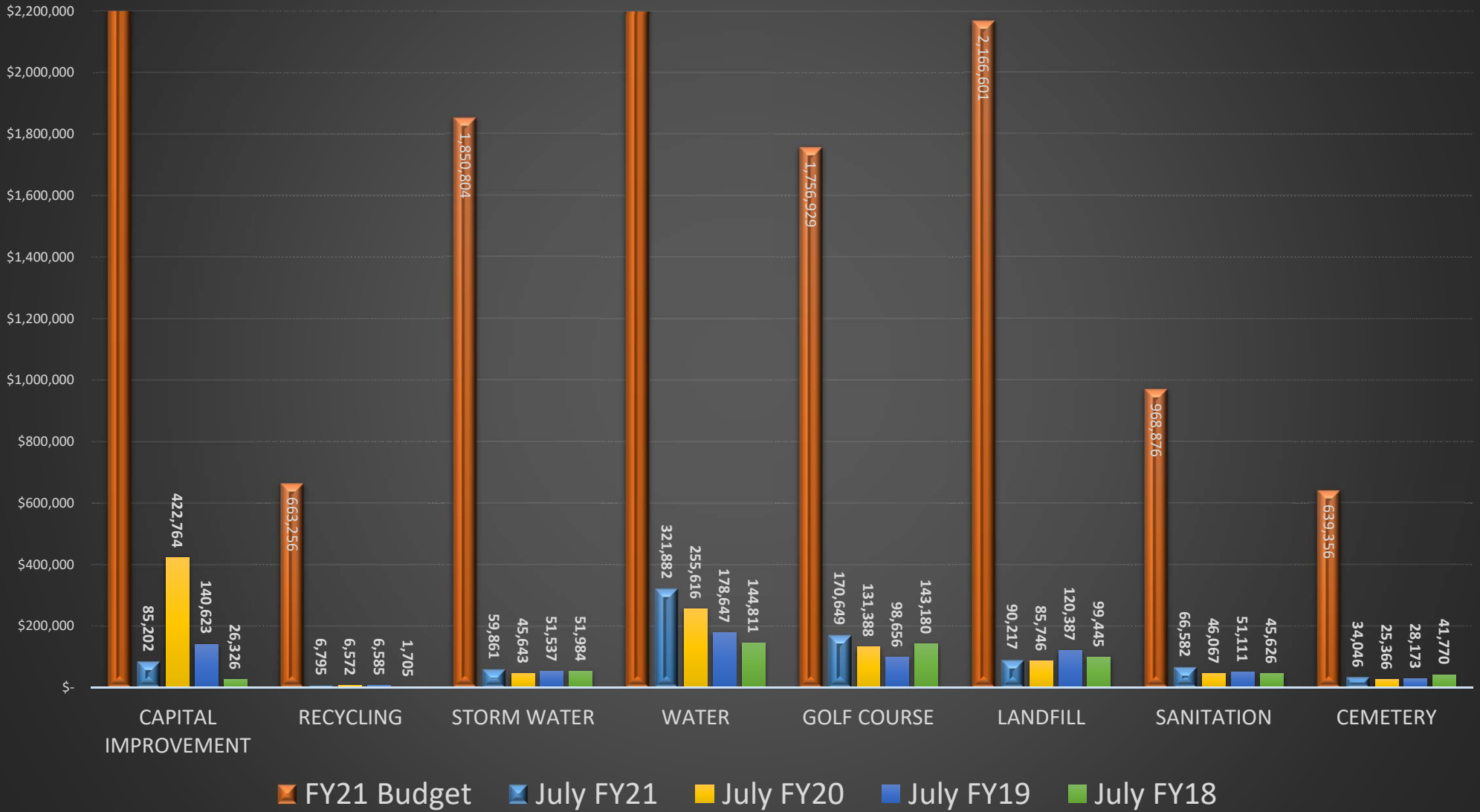
### Fiscal 2021 YTD Expenditures Compared to the Fiscal 2021 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## July 2020 YTD (Fiscal 2021) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



## July 2020 YTD (Fiscal 2021) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT  
JULY YTD EXPENSES - FY2021

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FOR 2021 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	748,486	748,486	30,353.32	30,353.32	.00	718,132.68	4.1%
4120 Legal	384,407	384,407	23,199.48	23,199.48	.00	361,207.52	6.0%
4130 Executive	180,854	180,854	9,371.21	9,371.21	.00	171,482.79	5.2%
4134 Human Resources	149,500	149,500	7,262.54	7,262.54	.00	142,237.46	4.9%
4136 Information Technology	440,057	440,057	21,376.37	21,376.37	.00	418,680.63	4.9%
4140 Finance	401,887	401,887	18,907.00	18,907.00	.00	382,980.00	4.7%
4143 Treasury	100,658	100,658	-8,855.62	-8,855.62	.00	109,513.62	-8.8%
4160 Government Buildings	117,771	117,771	8,452.78	8,452.78	.00	109,318.22	7.2%
4210 Police	7,004,137	7,004,137	486,232.51	486,232.51	.00	6,517,904.49	6.9%
4215 Reserve Officers	10,000	10,000	142.97	142.97	.00	9,857.03	1.4%
4216 Crossing Guards	151,049	151,049	.00	.00	.00	151,049.00	.0%
4217 PROS	360,364	360,364	16,150.27	16,150.27	.00	344,213.73	4.5%
4218 Liquor Control	36,302	36,302	900.29	900.29	.00	35,401.71	2.5%
4219 Enhanced 911	595,000	595,000	40,294.14	40,294.14	.00	554,705.86	6.8%
4220 Fire	2,175,000	2,175,000	535,676.00	535,676.00	.00	1,639,324.00	24.6%
4410 Streets	4,490,833	4,490,833	239,552.38	239,552.38	.00	4,251,280.62	5.3%
4450 Engineering	697,434	697,434	45,375.38	45,375.38	.00	652,058.62	6.5%
4510 Parks	1,040,469	1,040,469	86,498.93	86,498.93	.00	953,970.07	8.3%
4610 Planning	320,695	320,695	19,447.87	19,447.87	.00	301,247.13	6.1%
TOTAL GENERAL FUND	19,404,903	19,404,903	1,580,337.82	1,580,337.82	.00	17,824,565.18	8.1%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	25	25	1.06	1.06	.00	23.94	4.2%
TOTAL DEBT SERVICE	25	25	1.06	1.06	.00	23.94	4.2%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	253	253	18.39	18.39	.00	234.61	7.3%
TOTAL MUNICIPAL BUILDING AUTHORITY	253	253	18.39	18.39	.00	234.61	7.3%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT  
JULY YTD EXPENSES - FY2021

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FOR 2021 01

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	3,590,800	3,590,800	33,021.55	33,021.55	.00	3,557,778.45	.9%
4140	Finance	41,000	41,000	1,339.07	1,339.07	.00	39,660.93	3.3%
4160	Government Buildings	0	0	49,636.00	49,636.00	.00	-49,636.00	100.0%
4210	Police	432,000	432,000	.00	.00	.00	432,000.00	.0%
4410	Streets	3,774,500	3,774,500	1,205.00	1,205.00	.00	3,773,295.00	.0%
4450	Engineering	20,000	20,000	.00	.00	.00	20,000.00	.0%
4510	Parks	135,000	135,000	.00	.00	.00	135,000.00	.0%
	TOTAL CAPITAL IMPROVEMENT	7,993,300	7,993,300	85,201.62	85,201.62	.00	7,908,098.38	1.1%
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48	RECYCLING							
4800	Recycling	663,256	663,256	6,794.88	6,794.88	.00	656,461.12	1.0%
	TOTAL RECYCLING	663,256	663,256	6,794.88	6,794.88	.00	656,461.12	1.0%
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49	STORM WATER							
4900	Storm Water	1,850,804	1,850,804	59,860.52	59,860.52	.00	1,790,943.48	3.2%
	TOTAL STORM WATER	1,850,804	1,850,804	59,860.52	59,860.52	.00	1,790,943.48	3.2%
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51	WATER							
5100	Water	5,536,437	5,536,437	321,881.56	321,881.56	.00	5,214,555.44	5.8%
	TOTAL WATER	5,536,437	5,536,437	321,881.56	321,881.56	.00	5,214,555.44	5.8%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	42,210,748	42,210,748	992,166.50	992,166.50	.00	41,218,581.50	2.4%
	TOTAL LIGHT & POWER	42,210,748	42,210,748	992,166.50	992,166.50	.00	41,218,581.50	2.4%
<hr/>								
55	GOLF COURSE							

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City of Bountiful, UT  
JULY YTD EXPENSES - FY2021

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FOR 2021 01

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,756,929	1,756,929	170,649.24	170,649.24	.00	1,586,279.76	9.7%
	TOTAL GOLF COURSE	1,756,929	1,756,929	170,649.24	170,649.24	.00	1,586,279.76	9.7%
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57	LANDFILL							
5700	Landfill	2,166,601	2,166,601	90,217.11	90,217.11	.00	2,076,383.89	4.2%
	TOTAL LANDFILL	2,166,601	2,166,601	90,217.11	90,217.11	.00	2,076,383.89	4.2%
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58	SANITATION							
5800	Sanitation	968,876	968,876	66,582.29	66,582.29	.00	902,293.71	6.9%
	TOTAL SANITATION	968,876	968,876	66,582.29	66,582.29	.00	902,293.71	6.9%
<hr/>								
59	CEMETERY							
5900	Cemetery	639,356	639,356	34,046.37	34,046.37	.00	605,309.63	5.3%
	TOTAL CEMETERY	639,356	639,356	34,046.37	34,046.37	.00	605,309.63	5.3%
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61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	72,117	72,117	305.25	305.25	.00	71,811.75	.4%
	TOTAL COMPUTER MAINTENANCE	72,117	72,117	305.25	305.25	.00	71,811.75	.4%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	601,162	601,162	420,768.43	420,768.43	.00	180,393.57	70.0%
	TOTAL LIABILITY INSURANCE	601,162	601,162	420,768.43	420,768.43	.00	180,393.57	70.0%
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64	WORKERS' COMP INSURANCE							

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City of Bountiful, UT  
JULY YTD EXPENSES - FY2021

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FOR 2021 01

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	309,038	309,038	72,602.63	72,602.63	.00	236,435.37	23.5%
	TOTAL WORKERS' COMP INSURANCE	309,038	309,038	72,602.63	72,602.63	.00	236,435.37	23.5%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	502,200	502,200	169.82	169.82	.00	502,030.18	.0%
	TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	169.82	169.82	.00	502,030.18	.0%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	2,237,388	2,237,388	6,290.45	6,290.45	.00	2,231,097.55	.3%
	TOTAL REDEVELOPMENT AGENCY	2,237,388	2,237,388	6,290.45	6,290.45	.00	2,231,097.55	.3%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	1,390	1,390	107.24	107.24	.00	1,282.76	7.7%
	TOTAL CEMETERY PERPETUAL CARE	1,390	1,390	107.24	107.24	.00	1,282.76	7.7%
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83	RAP TAX							
8300	RAP Tax	878,451	878,451	56,984.75	56,984.75	.00	821,466.25	6.5%
	TOTAL RAP TAX	878,451	878,451	56,984.75	56,984.75	.00	821,466.25	6.5%
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92	OPEB TRUST							
9200	OPEB Trust	0	0	34.05	34.05	.00	-34.05	100.0%
	TOTAL OPEB TRUST	0	0	34.05	34.05	.00	-34.05	100.0%
	GRAND TOTAL	87,793,234	87,793,234	3,965,019.98	3,965,019.98	.00	83,828,214.02	4.5%

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# City Council Staff Report



**Subject:** Enactment of Campfires and Burning Ordinance with Related Amendments  
**Author:** Clint Drake, City Attorney  
**Department:** Legal  
**Date:** September 8, 2020

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## **Background**

The South Davis County cities located along the foothills, South Davis Metro Fire Department, County and Forest Service have been concerned about the fire risk in the foothills of southern Davis County for a long time. As recently as last year there was a forest fire started from a legally-placed, but illegally-abandoned campfire in the foothills. The City often receives complaints and concerns from residents about the use of campfires in the foothills of the City and beyond. Accordingly, these agencies have worked together to draft and implement fire restriction ordinances within in the cities, County and Forest Service lands that will prohibit campfires and burning near motorized roads and trails within the City, County and Forest Service lands. The County, Centerville and North Salt Lake cities have already approved ordinances containing these restrictions. The Forest Service has signed an order for Skyline Drive in Ward Canyon (to Buckland Flat) and Farmington Canyon (to Sunset Campground).

## **Analysis**

Enacting the proposed Campfires and Burning Ordinance and related amendments will prohibit fires within the City except in very specific circumstances such as improved fireplaces on private property and will provide a framework prohibiting campfires and burning throughout the foothills of the County, within the City, and on Forest Service Land above the City. The following is a summary of the proposed Ordinance enactments or amendments.

- Enact Section 10-1-122
  - Defines fire.
  - Prohibits campfires and burning within one-half mile of any road, motorized trail, or residential structure from April 1 through October 31 of each year.
  - Allows fires within City limits for specific purposes such as agricultural or law enforcement purposes and in designated places/containers.
  - Provides regulations for fires on private lands and public lands between November 1 and March 31 of each year.
  - Provides that authorization or permission to burn or maintain a fire does not relieve the person of liability or the duty to responsibly maintain the fire.
  - Provides that the Fire Marshall may prohibit any or all fires.
  - Makes a violation of the Ordinance a class “B” misdemeanor.
  
- Repeal and Enact Section 5-10-108  
(This is our firework ordinance which remains almost entirely the same. Because it was necessary to substantially reformat, it was easier and cleaner for the Council to review it in a repeal and enact format rather than a redline format.)
  - Takes the campfire provisions out of this fireworks section.
  - Reformats the Section for clarity and flow.

- Amend 8-5-101 through 104
  - Includes fires in the definition of a hazardous materials emergency and provides a mechanism for the City or other responding agencies to recoup the costs to respond to and extinguish a fire.

### **Department Review**

The proposed ordinances were drafted and reviewed by the City Attorney, Fire Chief, City Engineer, and City Manager.

### **Significant Impacts**

Approval will provide a prohibition of campfires and burning along motorized roads and trails throughout the City and along the east bench from Farmington to the southern County line. The ordinance within incorporated Bountiful City is ½ mile from a motorized road or trail or a residential structure. The Forest Service was not willing to prohibit fires that far, but has enacted a restriction of 200 yards. Although SDMF and Bountiful City would prefer a uniform half mile, we believe this will go a long way in prohibiting the majority of dangerous fires above Bountiful.

### **Attachments**

Ordinance 2020-09

### **Recommendation**

It is recommended that the City Council approve these City code updates.



# BOUNTIFUL

## Bountiful City Ordinance No. 2020-09

MAYOR  
Randy Lewis  
CITY COUNCIL  
Millie Segura Bahr  
Kate Bradshaw  
Richard Higginson  
Kendalyn Harris  
Chris R. Simonsen  
CITY MANAGER  
Gary R. Hill

**AN ORDINANCE ENACTING 10-1-122 "CAMPFIRES AND BURNING"  
OF THE BOUNTIFUL CITY MUNICIPAL CODE, REPEALING AND ENACTING  
BOUNTIFUL CITY MUNICIPAL CODE 5-10-108, AND AMENDING BOUNTIFUL  
CITY MUNICIPAL CODE 8-5-101, 8-5-102, 8-5-103, AND 8-5-104.**

**WHEREAS**, the City Council has previously adopted Title 10 of the Bountiful City Municipal Code enacting local criminal offenses; and

**WHEREAS**, the City Council desires to enact Section 10-1-122 of the Bountiful City Municipal Code regarding the regulation of campfires and burning to be consistent with Davis County and neighboring jurisdictions' ordinances and regulations regarding the same; and

**WHEREAS**, with the enactment of Section 10-1-122 affects existing Sections 5-10-108(2)(b) and 8-5-101 through 104 of the Bountiful City Municipal Code that will need to be repealed and/or amended respectively; and

**WHEREAS**, the City is authorized to regulate campfires and burning within the City as an exercise of the City's police powers as further authorized by State law; and

**WHEREAS**, the City Council finds it in the best interest of the City and the general health, safety and welfare of the public that this Ordinance should be passed.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:**

**Section 1. Ordinance Enactment.** Section 10-1-122 of the Bountiful City Municipal Code is hereby enacted to read as follows:

**10-1-122. Campfires and Burning.**

(a) For purposes of this Section, "fire" shall mean any burning materials or coals or any smoldering materials or coals, with or without visible flame, including campfires, burning materials, coals, or flames, and smoldering materials, coals, or flames used for cooking, warming, aesthetics, lighting, ceremonies, or otherwise.

(b) Except as provided in this Section, it is unlawful to build, maintain, attend, or otherwise use fire, within the City from April 1st through October 31st of each year. This applies to any fire which is on or within one-half (1/2) mile of any road, motorized trail, or when fire is within one-half (1/2) mile of any residential structure, unless otherwise permitted by this Section or other governing law; and

(c) Except as provided in this Section, it is unlawful for any person in the City to willfully, recklessly, or negligently set on fire, cause to be set on fire, or procure to be set on fire, any tree, shrub, grass, brush,

undergrowth, cultivated crops, or other property on any land, public or private, not his or her own, without permission from the property owner.

(d) Permissible Fire. It is lawful to build, maintain, attend to, or use fire, within the City as follows:

- (1) In fireplaces within residential structures;
- (2) By fire departments in the performance of their official duties or training;
- (3) For agriculture and horticultural operations to burn ditch banks, pruning debris, stubble, and dead or diseased trees, bushes, and plants;
- (4) For controlled heating of orchards or other crops;
- (5) By the forest service, law enforcement, or search and rescue units in the performance of official duties;
- (6) By persons using portable gas stoves, lanterns, or tent heaters , which use natural gas, jellied petroleum, or pressurized liquid fuel whether outdoors, within a building, an enclosed recreational vehicle, or tent, unless otherwise posted as closed to such use(s);
- (7) At permanent facilities constructed for the use of fires within developed City parks, campgrounds, picnic areas, or administrative sites designated by the City, Davis County, or the Forest Service;
- (8) Recreational fires on private lands, pursuant to Subsection (e);
- (9) Recreational fires on public lands between November 1st and March 31st of each year, pursuant to Subsection (f).

(e) Recreational Fires - Private Lands. Recreational fires on private property within the City are generally permitted; however, such recreational fires:

- (1) Shall not be conducted within twenty-five (25) feet of a structure or combustible material unless in an established fire pit;
- (2) Shall be no larger than three (3) feet in diameter and two (2) feet high;
- (3) Shall have extinguishing capabilities readily available;
- (4) Shall not be used to burn rubbish, garbage, waste, or debris; and
- (5) Shall be required to be extinguished if deemed to constitute a hazardous situation.

(f) Recreational Fires - Public Lands. Recreational fires on Federal and County public lands within the City are generally permitted between November 1st and March 31st of each year; however, such recreational fires:

- (1) Shall be conducted under conditions that do not allow for the fire to escape a confined area and ignite other materials;

(2) Shall be conducted at permanent facilities constructed for the use of fires within developed campgrounds, picnic areas, or administrative sites designated by the City, Davis County or the Forest Service;

(3) Shall be no larger than three (3) feet in diameter and two (2) feet high;

(4) Shall have extinguishing capabilities readily available; and

(5) Shall be required to be extinguished if deemed to constitute a hazardous situation.

(g) Open Burning. Any open burning within the City is regulated by and shall comply with any permitting, regulations, and directives of the South Davis Metro Fire Service Area, Davis County Fire Marshal and the Utah Department of Environmental Quality, Air Quality Division.

(h) Liability. Authorization or permission to burn or build, maintain, attend, or use fire within the City shall in no way relieve an individual from personal liability due to neglect or failure to use reasonable precautions and exercise due care regarding burning or fire. Any recklessly or negligently caused fire shall be subject to cost recovery provisions of the Bountiful Municipal Code.

(i) Any or all fires may be prohibited by the Fire Marshal in any specified areas of the City at any time of the year due to hazardous fire conditions.

(j) A violation of this Section shall be a class “B” misdemeanor.

**Section 2. Ordinance Repeal and Enactment.** Section 5-10-108 of the Bountiful City Municipal Code is hereby repealed and enacted to read as follows:

**5-10-108. Fireworks Restrictions.**

(a) The discharge of class C common fireworks is prohibited at all times within the limits of the City of Bountiful east of Bountiful Boulevard, and, north of 400 North, east of 900 east.

(b) The discharge of fireworks is prohibited at all times as follows:

(1) from the Centerville – Bountiful City border at 650 east, east of 650 east to 1400 North;

(2) 1400 North East to 900 East;

(3) east of 900 East to 400 North;

(4) east 400 north to Davis Blvd;

(5) all of Davis Blvd to the Bountiful -- North Salt Lake border

(6) fireworks are prohibited in any other areas designated by South Davis Metro Fire Agency officials.

(c) In other parts of the City not included in the restrictions in this Section, the possession, display or discharge of Class C common state approved fireworks is permitted only as provided by State law. Any other possession, display or discharge is prohibited.

(d) It is unlawful to discharge class C common state approved explosives recklessly, negligently, or intentionally, in such a manner as to cause, or to recklessly risk causing, a fire or injury to people or property.

(e) This Section does not apply to Bountiful City’s annual public fireworks display because of adequate fire prevention preparations.

(f) This ordinance shall not limit the authority of the Fire Chief or Fire Marshal to at any time issue emergency decrees or order fireworks and/or other fire restrictions depending upon conditions or needs.

(g) Fireworks possessed, sold or offered for sale in violation of this Ordinance may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.

(h) All terms relating to fireworks used in this Ordinance shall have the same meaning as defined in Utah Code § 53-7-202 of the Utah Fire Prevention Act.

**Section 3. Ordinance Amendment.** Sections 8-5-101 through 104 of the Bountiful City Municipal Code are hereby amended to read as follows:

**Chapter 5: Cost Recovery for Hazardous Materials Emergencies and Fires**

- 8-5-101.**        **Definitions.**
- 8-5-102.**        **Recovery of Expenses.**
- 8-5-103.**        **Recovery Procedure.**
- 8-5-104.**        **Action to Recover Costs.**

**8-5-101.**        **Definitions.**

For the purpose of this ordinance, the following terms phrases and words shall mean:

A “hazardous materials emergency” means a sudden and unexpected release of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat or a fire built, maintained, attended to, or otherwise used in violation of the Campfires and Burning Section of the Bountiful Municipal Code.

“Expenses” means all costs incurred for the response, containment and/or removal and disposal of hazardous materials on initial remedial action or the response, containment, and/or extinguishment of a fire that is in violation of the Campfires and Burning Section of the Bountiful City Municipal Code. It includes, but is not necessarily limited to, the actual labor costs of government and other personnel of both the City and other responding agencies or organizations, including workers compensation benefits, fringe benefits, administrative overhead, and any costs of equipment, equipment operation, materials, disposal and any contract labor or materials.

**8-5-102.**        **Recovery of Expenses.**

Bountiful City may recover expenses incurred by the City from those persons whose negligent or intentional actions caused the hazardous materials and/or fire emergency. The payment of expenses under this section does not constitute an admission of liability or negligence in any legal action for

damages.

**8-5-103. Recovery Procedure.**

(a) The City shall determine responsibility for the emergency and notify the responsible party by mail of the ~~city's~~City's determination of responsibility and the costs to be recovered.

(b) The notice shall specify that the party determined to be responsible may appeal the City's decision to the Bountiful City Administrative Law Judge.

**8-5-104. Action to Recover Costs.**

In the event that the responsible party does not pay the hazardous materials and/or fire emergency costs within thirty days after assessment or determination of appeal, the City may initiate a legal action to recover such costs, including reasonable attorney's fees.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon adoption.

**Adopted by the City Council of Bountiful, Utah, this 8th day of September, 2020.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

Attest:

\_\_\_\_\_  
Shawna Andrus, City Recorder





# City Council Staff Report



**Subject:** Election Services and Contract with Davis County  
**Author:** Shawna Andrus, City Recorder  
**Department:** Executive/Legislative  
**Date:** September 8, 2020

---

## **Background**

Bountiful City has contracted with the Davis County Clerk/Auditor's office for its election services for many years. On August 11, 2020, the Council authorized a bond election to be held on November 3, 2020. Accordingly, the City needs the County to perform election services.

## **Analysis**

The Davis County Clerk/Auditor's office will provide ballot printing and mailing services as well as tabulation, reporting and preparing canvassing reports. The costs for including the Bond on the ballot should be less than \$300.

A tentative contract with Davis County and a resolution for this purpose are attached for your consideration and potential approval.

## **Recommendation**

Staff recommends the City Council approve Resolution 2020-11 and the Interlocal Agreement between Bountiful City and the Davis County Clerk/Auditor's office for 2020 General Obligation bond election functions.

## **Department Review**

This proposal has been reviewed and approved by the City Recorder, City Attorney and City Manager.

## **Significant Impacts**

None

## **Attachments**

- 1-Interlocal Agreement between Bountiful City and the Davis County Clerk/Auditors Office for the 2020 General Obligation Bond Election Services.
- 2-Resolution 2020-11

**INTERLOCAL COOPERATION AGREEMENT BETWEEN**

**BOUNTIFUL CITY**

**-AND-**

**DAVIS COUNTY on behalf of the COUNTY CLERK/AUDITOR**

THIS AGREEMENT is made and entered into the \_\_\_day of September, 2020, by and between BOUNTIFUL CITY ("City"), and DAVIS COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Davis County Clerk/Auditor's Office.

**WITNESSETH:**

WHEREAS, the County is required under Utah law to provide the services of its Clerk/Auditor's Office, to the City for the purpose of assisting the City in conducting the City's 2020 bond election with the Regular General Election within Davis County; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on February 1, 2021. The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Davis County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A" Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure the conduct of the City's 2020 bond election within Davis County.

3. **Legal Requirements.** The County and the City understand and agree that the 2020 bond election is the City's election. The City shall be responsible for compliance with all legal requirements for this election, except for those as set forth in Exhibit "A". The County agrees to work with the City in complying with all legal requirements for the conduct of this election. County agrees to disclose and maintain election results through its website. The City, is responsible to resolve any and all legal issues associated with the conduct of the City's 2020 bond election. Election questions, and problems will be resolved by the City, County or both respectively as the question or problem applies.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached hereto and incorporated herein as Exhibit "B". The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the

Regular General Election. In the case of a vote recount, election system audit, election contest, or similar event arising out of or resulting from the City's 2020 bond election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City under this Agreement to exceed the estimate given to the City by the County.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Annotated §63G-7-101. ("Act"). The parties agree that they shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

6. **Indemnification.** Each party will defend, indemnify, and hold the other party harmless for and against any liability arising out of or resulting from the negligence or willful misconduct of the other party, its employees, and agents, and/or any breach of this Agreement by the other party. Nothing in this Agreement shall be construed as a waiver by either party to this Agreement of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act, nor shall this Agreement be construed, with regard to third parties, as a waiver of any governmental immunity to which either party to this Agreement is entitled.

7. **Election Records.** The County and City acknowledge and agree that this bond election of City's is the City's election and the County is only administering this election on behalf of City. The County shall maintain the records it creates in conducting this election and the City shall maintain all records it creates regarding its bond election. Each party shall keep control over its records created pursuant to this Agreement and to the election relevant to this Agreement. Further, each party shall respond to a public record request related to this Agreement and the underlying bond election regarding the records in its possession and control. Additionally, each party shall retain its election records consistent with the Government Records Access and Management Act, Utah Code Annotated §63G-2-101, the Utah Election Code, Title 20A, and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is cancelled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the City and the County (for purposes of this section, each a "party" and collectively the "parties") agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to Utah Code Annotated §11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section §11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of

records of each party, pursuant to §11-13-209 of the Interlocal Act;

- (d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder, or the Election Officer of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

13. **Integration.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

BOUNTIFUL CITY

By \_\_\_\_\_  
Mayor Randy Lewis

[SEAL]

Attest:

\_\_\_\_\_  
Shawna Andrus, City Recorder

Approved as to form and compliance with applicable law:

\_\_\_\_\_  
Clinton Drake, City Attorney  
Date: \_\_\_\_\_

DAVIS COUNTY

By: \_\_\_\_\_  
Randy E. Elliot, Chair  
Board of Davis County Commissioners  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor

**Exhibit "A"**  
**2020 BOUNTIFUL CITY Bond**  
**Election Scope of Work**

The City shall perform all administrative functions related to the 2020 bond election, including approving a resolution, providing notice and all other requirements of Utah Code Annotated §11-14-201 et seq. (as amended).

Services the County will perform for the City for the 2020 bond election include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Polling place and poll worker selection and assignment
- Delivery of supplies and equipment
- Provision of all supplies
- Absentee Ballot administration
- Early Voting administration
- Updating state and county websites
- Tabulating, reporting and preparing canvassing reports
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Annotated §11-14-202)
- Direct payment of all costs associated with the election to include poll workers, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"), of the City's bond election costs based upon the number of voters for the City.

**Exhibit "B"**  
**2020 Bond Election Estimate**  
**BOUNTIFUL CITY**

Below is the good faith estimate for the upcoming **2020 Bond Election** for BOUNTIFUL CITY. The city will only be billed for actual costs.

In the case of a vote recount, election system audit, or other unforeseen circumstance, the costs could increase. Fees for conducting an election will not exceed the actual costs incurred by the provider election officer.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 7/31/2020): 18,900

Davis Co. Clerk/Auditors Office.



# BOUNTIFUL

Bountiful City  
Resolution No. 2020-11

**MAYOR**

Randy C. Lewis

**CITY COUNCIL**

Millie Segura Bahr  
Kate Bradshaw  
Kendalyn Harris  
Richard Higginson  
Chris Simonsen

**CITYMANAGER**

Gary R. Hill

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN DAVIS COUNTY AND BOUNTIFUL CITY TO  
JOINTLY CONDUCT THE 2020 BOUNTIFUL GENERAL OBLIGATION  
BOND ELECTION.**

It is the finding of the Bountiful City Council that

1. Utah Code § 11-13-101 *et seq.* authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and
2. Davis County and various cities of Davis County, including Bountiful, desire to enter into individual cooperative agreements wherein the County will provide certain election services for the City in the 2020 election; and
3. It is in the best interest of the City to enter into this Interlocal Agreement in order to conduct an election on a General Obligation Bond and to provide for the efficient use of funds and resources; and
4. This Agreement has an effective date when signed by the parties and terminating February 1, 2021; it does not create an interlocal entity; and this Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

NOW THEREFORE, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

**Section 1. Agreement Approved.** The Bountiful City Council hereby accepts and approves Interlocal Cooperation Agreement between Bountiful City and Davis County to jointly conduct the 2020 Bountiful General Obligation Bond election which is attached hereto and incorporated by this reference.

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

**Section 3. Implementation.** The City Manager, City Recorder 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 or 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 provisions of this Resolution shall be severable.

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

Adopted this 8<sup>th</sup> day of September, 2020

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Mayor Randy C. Lewis

**ATTEST:**

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City Recorder Shawna Andrus



# City Council Staff Report



**Subject:** CARES Act fund transfer interlocal agreement with Davis County  
**Author:** Galen D. Rasmussen, Assistant City Manager  
**Department:** Executive  
**Date:** September 8, 2020

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## **Background**

During the August 25<sup>th</sup> City Council Meeting an update was provided on the federal CARES Act program funding received by the City along with a summary of eligible uses for those funds. One such eligible use is to further transfer funding to other units of local government. Any such transfer of funds would only be eligible under CARES Act regulations if the transfer qualifies as a necessary expenditure incurred due to the COVID-19 public health emergency and meets other relevant criteria specified in federal law. Following discussion, the Mayor and Council approved a transfer of CARES Act funds to Davis County for participation in the “Davis CARES Business Grant Program.” This program is designed to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act.

## **Analysis**

Under the Davis CARES Business Grant Program, Bountiful City would be obligated to remit to the County 27% of its proportional share of the 1<sup>st</sup> Tranche of CARES Act Funds, which is calculated to be \$352,516. The program allows for optional future CARES Act allocations by Bountiful City to Davis County for the Program as received from the State of Utah. Following Council intent and direction to staff, an interlocal agreement has been prepared to (1) facilitate the transfer of CARES Act funds, and (2) document the purposes, objectives, and responsibilities of the parties involved.

## **Department Review**

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

## **Recommendation**

Staff presents for City Council consideration of approval the attached interlocal agreement between Bountiful City and Davis County for participation in the Davis CARES Business Grant Program.

## **Significant Impacts**

None.

## **Attachments**

- Interlocal Agreement with Davis County

**INTERLOCAL COOPERATION AGREEMENT  
FOR SERVICES RELATED TO THE DAVIS CARES BUSINESS GRANT PROGRAM**

This INTERLOCAL COOPERATION AGREEMENT FOR SERVICES (this “Agreement”) is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (hereinafter “County”), and BOUNTIFUL CITY, a municipal corporation of the State of Utah (hereinafter “City”). County and City may be collectively referred to herein as the “Parties.”

**RECITALS**

A. WHEREAS, County and City are local governmental units authorized by Utah’s Interlocal Cooperation Act (hereinafter, the “Act”) to cooperate on a mutually advantageous basis to provide services in a manner that will accord best with several factors influencing the needs of local communities;

B. WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) provides for payments to state and local governments to mitigate the negative impact of the COVID-19 (hereinafter, the “CARES Act Funds”);

C. WHEREAS, the County and City desire to cooperate to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act;

D. WHEREAS, the County has created the Davis CARES Business Grant Program (hereinafter, the “CARES Grant Program”) to distribute CARES Act Funds, in the form of grants, to qualified local businesses within the County;

E. WHEREAS, it is the desire of the Parties that the County undertake activities to plan, administer, and carry out the objectives of the CARES Act Program.

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

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the “Effective Date”):

a. This Agreement is approved by the legislative body of County through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

- d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;
- e. This Agreement is filed with the keeper of records for County; and
- f. This Agreement is filed with the keeper of records for City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warranties, promises of indemnification, or as otherwise expressly set forth herein, automatically terminate upon the termination of CARES Act funding, unless terminated earlier pursuant to the terms and/or provisions of this Agreement.

3. Termination of Agreement. This may be terminated by a written agreement that is mutually and lawfully executed by the Parties terminating this Agreement. Otherwise, this Agreement shall terminate automatically after any of the following events and/or occurrences:

- a. Six months after County receives from City a written notice of termination of this Agreement;
- b. Six months after City receives from County a written notice of termination of this Agreement; or
- c. As otherwise set forth in this Agreement.

4. City's Obligations. Upon commencement of this Agreement, the City shall remit to the County, pursuant to its contracted rights, 27% of their proportional share of the 1<sup>st</sup> Tranche of CARES Act Funds, which is calculated to be \$352,516. The Parties hereby agree that the City may remit future CARES Act Funds to the County, as received by the State of Utah.

5. County's Obligations. The Parties acknowledge, understand and agree, that the County use of the City's CARES Act Funds will be used solely to facilitate the objectives of the CARES Act Program, including, without limitation, the distribution of grant awards to qualified businesses within Davis County.

6. CARES Grant Program Summary Report. At the conclusion of the CARES Grant Program, the County will create and distribute a summary report to the City that includes the results of the CARES Grant Program, including the number of businesses and residents that received CARES Act financial assistance in the City, and the amount of financial assistance received.

7. Rights and Obligations of the Parties upon Termination of This Agreement. The Parties acknowledge, understand, and agree that, upon the termination of this Agreement, the Parties shall have no rights or obligations under this Agreement except for the rights and/or obligations under this Agreement that, through the express terms and/or provisions of this Agreement or otherwise, survive the termination of this Agreement.

8. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall

be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

9. Indemnification. The Parties agree to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of a Party and/or Parties representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party (collectively, the "Party Representatives"). No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by such party.

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

To County:  
Davis County  
Attn: \_\_\_\_\_  
61 South Main Street  
P.O. Box 618  
Farmington, UT 84025

To City:  
Bountiful City  
Attention: City Manager  
805 South Main, Second Floor  
Bountiful, UT 84010

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

- a. That the above-referenced address is no longer applicable; and
- b. The new address to be used to receive notices under this Agreement.

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

13. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties 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.

14. Execution of Additional Documents. The Parties each agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties pertaining to this Agreement.

15. Assignment Restricted. This Agreement may not be assigned without the prior written consent of both of the Parties.

16. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

17. Entire Agreement. This Agreement, including all attachments, if any, contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

18. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

19. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Severability. The Parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying the provision to the minimum extent necessary to make it enforceable or, if that event any

provision of this Agreement is held to be invalid or unenforceable, that modification is not permitted by law, by disregarding that provision; and

b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

21. Authorization. The persons executing this Agreement on behalf of a party to this Agreement 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.

22. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or 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.

23. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

24. Time of Essence. Time is of the essence of all provisions of this Agreement.

25. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

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

27. 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/or e-mail shall have the same force and effect as original signatures.



WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

\_\_\_\_\_  
Chair, Davis County Board of Commissioners  
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Davis County Deputy Civil Attorney

BOUNTIFUL CITY

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
City Attorney

# City Council Staff Report



**Subject:** CARES Act fund transfer interlocal agreement with South Davis Metro Fire Service Area  
**Author:** Galen D. Rasmussen, Assistant City Manager  
**Department:** Executive  
**Date:** September 8, 2020

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## **Background**

During the August 25<sup>th</sup> City Council Meeting an update was provided on the federal CARES Act program funding received by the City along with a summary of eligible uses for those funds. One such eligible use is to further transfer funding to other units of local government. Any such transfer of funds would only be eligible under CARES Act regulations if the transfer qualifies as a necessary expenditure incurred due to the COVID-19 public health emergency and meets other relevant criteria specified in federal law. After consideration of other eligible uses of funds, the Mayor and Council approved a transfer of CARES Act funds to the South Davis Metro Fire Service Area. The purpose of the transfer would be to assist citizens in Davis County in the containment of COVID-19 and to reduce the economic impact of the pandemic and related public health orders. This action was authorized as it supports Bountiful City's and South Davis Metro Fire Service Area's shared objective of containment of COVID-19.

## **Analysis**

The South Davis Metro Fire Service Area has provided Bountiful City with a detailed spreadsheet of COVID-19 expenses incurred in support of activities within the service area as of August 10, 2020. Bountiful City's population-based share of these expenses is \$103,910.00. Following a review of this listing of expenses an interlocal agreement has been prepared to (1) facilitate the transfer of CARES Act funds, and (2) document the purposes, objectives, and responsibilities of the parties involved.

## **Department Review**

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

## **Recommendation**

Staff presents for City Council consideration of approval the attached interlocal agreement between Bountiful City and the South Davis Metro Fire Service Area.

## **Significant Impacts**

None.

## **Attachments**

- Interlocal Agreement with South Davis Metro Fire Service Area

## CARES ACT FUNDING AGREEMENT

**THIS CARES ACT FUNDING AGREEMENT** (“Agreement”) is made and entered into as of the 8<sup>th</sup> day of September, 2020, by and between **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, hereinafter referred to as “District” and Bountiful City, a Utah municipal corporation, hereinafter referred to as “City.”

### RECITALS:

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

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

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

1. **Consideration.** The City hereby commits to provide One Hundred Three Thousand Nine Hundred Ten Dollars (\$103,910.00) of CARES Act funding (the “Grant Funds”) to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT ACKNOWLEDGMENT**

STATE OF UTAH )  
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 :ss.  
COUNTY OF DAVIS )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Rick Earnshaw, who being duly sworn, did say that he is the Chairman of the Board of Commissioners of the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said Rick Earnshaw acknowledged to me that the Service Area executed the same.

\_\_\_\_\_  
Notary Public

**“DISTRICT”**

**SOUTH DAVIS METRO FIRE  
SERVICE AREA**

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Commissioner Rick Earnshaw, Chairman

**CITY ACKNOWLEDGMENT**

**“CITY”**

**BOUNTIFUL CITY**

ATTEST:

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

By: \_\_\_\_\_  
Randy Lewis, Mayor