BOUNTIFUL CITY COUNCIL

TUESDAY, July 25, 2023

6:00 p.m. – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

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

AGENDA

6:00 p.m. – Work Session

1. Bountiful City Shared Master Offense Table – Ms. Heather Waite-Grover p. 3
2. Victim Advocate Update – Ms. Alison Sorenson p. 15

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 July 11, 2023 p. 23
4. Council reports
5. Consider approval of expenditures greater than $1,000 paid July 3 & 10, 2023 p. 33
6. Consider the approval of the appointment of Mr. Dallin Fredrickson as City Treasurer – Mr. Tyson Beck
   a. Swearing in of Mr. Frederickson - Mr. David Burgoyne p. 37
7. Consider conditional approval of a Single Event Beer permit for the 2023 Music and Arts Festival to be held on Main Street on Saturday, September 16, 2023 – Mr. Francisco Astorga p. 39
8. Consider approval of the purchase of a 2022 Chevrolet Silverado 3500HB 4WD crew cab pickup truck from Young Automotive Group in the amount of $58,854 – Mr. Lloyd Cheney p. 41
9. Consider final approval of the Bement Canyon Estates subdivision – Mr. Lloyd Cheney p. 43
10. Consider approval of the purchase of HVAC controllers from Johnson Controls in the amount of $37,131 – Chief Ed Biehler p. 49
11. Consider approval of Resolution 2023-10 adopting an Interlocal Agreement for school resource officers in Davis County School District schools located in Bountiful – Chief Ed Biehler p. 51
12. Consider Resolution 2023-11 Approving the Bountiful City Shared Master Offense Table – Mr. Clinton Drake p. 3
13. Adjourn

Shauna Andrus
City Recorder

City Council Staff Report

Subject: Bountiful City Shared Master Offense Table
Author: Heather Waite-Grover
Dept: Legal
Date: July 25, 2023

Background

The Utah courts maintain a "Shared Master Offense Table" (SMOT) that contains all possible state, administrative and city code violations. This table provides the court and the public with important information regarding the offense's severity, recommended fine amount, and ways the offense may be resolved (e.g. appearance in court or payment of a fine outside of court). Bountiful City's SMOT has not been updated in a long time, many code violations are not included on the current chart, the listed fine amounts are outdated, and, in all but a few cases, it is unclear how the fine amount was chosen and who approved the amount.

Analysis

For each possible violation of Bountiful City Code, the City needs to designate an offense level, set a recommended fine, and establish whether an appearance in court is mandatory for the resolution of the offense. At present, most offense levels are designated in the code itself. Fines, however, are set in the code for only a few offenses. It is unclear what formed the basis for the fine amounts for most offenses currently listed in the SMOT. Additionally, mandatory appearance in court is only designated in the SMOT for 114 offenses. There are an additional 109 offenses that are missing from the current SMOT. Those 109 offenses do not have fine amounts set, nor have they been established as mandatory appearance or non-mandatory appearance offenses.

After consultation with department heads, the City Prosecutor's Office prepared an updated SMOT for the City Council's approval. The proposed SMOT adjusts or clarifies some code violation's offense level. It also set fines in keeping with the 2023 State of Utah Uniform Fine Schedule. The state fine schedule sets standard fines for violations of state law and recommends fine amounts for violations of local ordinances. Finally, the proposed SMOT establishes mandatory or nonmandatory appearance in court for each code violation.

The proposed SMOT table is not intended to alter any department's approach to securing compliance with the code sections they oversee. It does not adjust any fines the department may assess administratively for code violations. It simply sets a starting point for the resolution of code violation when the violations are prosecuted criminally.

Department Review

This Staff Report was prepared by the City Prosecutor. The proposed SMOT was created with input from the Chief of Police, the City Engineer, the Chief Building Official, the Planning Development Director, Planning Department Employees, the Parks & Recreation Director, the Streets & Sanitation Director, and the Water Director.

Significant Impacts

There is no financial impact of adopting the updated SMOT. It will not foreclose the city council's ability to create, repeal, or revise city code. However, an updated SMOT will allow the state court system to have a complete, up-to-date list of Bountiful City Code violations. It will also allow the City's legislative body to give guidance and approval for fine amounts and mandatory appearances.

Recommendation

The City Prosecutor recommends that the City Council adopt the proposed Shared Master Offense Table. The City Prosecutor also recommends that the SMOT be reviewed annually by the City Council.

Attachments

1. Proposed Shared Master Offense Table
2. Offense/Punishment Table
3. Resolution 2023-11

Shared Master Offense Table
Draft 7-25-23

Code Section	Description	Severity per Btfl City Code	Recom-mended Severity	Mandatory Appearance	Recom-mended Mandatory Appearance	Fine on Current SMOT	Basis for Fine Amount	Recom-mended Fine	Notes
4-1-102	BUILDING REGULATIONS PENALTY- VIOLATION ON STOP WORK ORDER	MC	MC	Y	Y	$100.00	unknown	$110.00	
4-2-108	INTERNATIONAL FIRE CODE	MB	MB		Y	$1,000.00	BCC 4-2-108	$1,000.00	
4-5-105	CONSTRUCTION SITE CLEANLINESS	MC	MC	Y	Y	$750.00	unknown	$110.00	
4-5-106	CONSTRUCTION WITHOUT REQUIRED PERMITS	MC	MC	N	Y	$50.00	unknown	$110.00	
4-5-109	RETAINING WALLS	MC	MC		Y			$110.00	
5-1-102	LICENSE REQUIREMENT FOR BUSINESS	MC	MC	Y	Y	$110.00	unknown	$110.00	
5-1-104	APPLICATION FOR LICENSE FOR BUSINESS	MC	MC		Y			$110.00	
5-1-106	DISPLAY OF LICENSE FOR BUSINESS	MC	MC		Y			$110.00	
5-2-102	PAWN BROKER LICENSE	MC	MC		Y			$110.00	
5-2-103	PAWN RECORDS TO BE KEPT	MC	MC		Y			$110.00	
5-2-104	PAWN BROKERS DEALING WITH MINORS - PROHIBITED	MC	MC		Y			$110.00	
5-2-105	UNLAWFUL TO PAWN ITEMS NOT OWNED OR TO GIVE FALSE INFO	MC	MC		Y			$110.00	
5-3-102	DANCE LICENSE	MC	MC		Y			$110.00	
5-3-103	DANCE AGE REQUIREMENTS	MC	MC		Y			$110.00	
5-3-104	DANCE PERMITTED HOURS	MC	MC		Y			$110.00	
5-4-103	AMUSEMENT DEVICES LICENSE	MC	MC		Y			$110.00	
5-4-106	AMUSEMENT DEVICE REGULATIONS	MC	MC		Y			$110.00	
5-5-101	DOOR TO DOOR SOLICITING PROHIBITED WHERE NOTICE PROVIDED	MC	MC		Y			$110.00	
5-6-102	SOUND AMPLIFER LICENSE	MC	MC		Y			$110.00	
5-7-102	BEER LICENSE	MC	MC		Y			$110.00	
5-7-110	BEER LICENSE- UNLAWFUL ACTS	MC	MC		Y			$110.00	
5-8-102	MASSAGE THERAPY LICENSE	MC	MC		Y			$110.00	
5-9-101	PROFESSIONAL DANCERS- LICENSE	MC	MC		Y			$110.00	
5-9-104	PERFORMER LOCATION RESTRICTIONS	MC	MC		Y			$110.00	
5-9-105	DANCERS- RESTRICTED ACTIVITIES	MC	MC		Y			$110.00	
5-9-106	DANCERS- AGE RESTRICTIONS	MC	MC		Y			$110.00	
5-9-107	DANCERS- COSTUME RESTRICTIONS	MC	MC		Y			$110.00	
5-9-108	DANCERS- PATRONS- PROHIBITED ACTIVITIES	MC	MC		Y			$110.00	
5-10-102	FIREWORKS LICENSE	MB	MB		Y			$350.00	
5-10-107	FIREWORKS DISPLAY VENDOR'S LICENSE	MC	MC		Y			$110.00	
5-10-108	FIREWORKS RESTRICTIONS	MB	MB		Y				
5-11-102	HORSE DRAWN CARRIAGE- LICENSE AND PERMIT REQUIRED	MC	MC		Y			$110.00	
5-11-103	HORSE DRAWN CARRIAGE- DRIVER LICENSING	MC	MC		Y			$110.00	
5-11-105	HORSE DRAWN CARRIAGE- TRAFFIC LAWS	MC	MC		Y			$110.00	
5-11-109	DRINKING ALCHOLIC BEVERAGE AND OPEN CONTAINERS IN HORSE-DRAWN CARRIAGE IS PROHIBITED	MC	MC		Y			$110.00	
5-11-110	HORSE DRAWN CARRIAGE- CARE OF HORSES	MC	MC		Y			$110.00	
5-12-101	TEMPORARY LICENSES- LICENSES REQUIRED	MC	MC		Y			$110.00	
5-13-101	GOING OUT OF BUISNESS SALES- LICENSE REQUIRED	MC	MC		Y			$110.00	

Shared Master Offense Table
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Code Section	Description	Severity per Btfl City Code	Recom-mended Severity	Mandatory Appearance	Recom-mended Mandatory Appearance	Fine on Current SMOT	Basis for Fine Amount	Recom-mended Fine	Notes
5-13-102	GOING OUT OF BUISNESS SALES- UNLAWFUL ACTS	MC	MC		Y			$110.00	
5-14-101	UNLAWFUL TO LEASE TO UNLICENSED BUSINESS	MC	MC		Y			$110.00	
5-15-201	SEXUALLY ORIENTED BUSINESS LICENSE REQUIRED	MB	MB		Y			$350.00	
5-15-202	SEXUUALLY ORIENTED BUSINESS EMPLOYEE LICENSE REQUIRED	MB	MB		Y			$350.00	
5-15-204	SEXUALLY ORIENTED BUSINESS INSPECTION	MB	MB		Y			$350.00	
5-15-206	SEXUALLY ORIENTED BUISNESSES UNLAWFUL ACTS	MB	MB		Y			$350.00	
5-15-208	SEXUALLY ORIENTED BUISNESS NO TRANSFER OF LICENSE	MB	MB		Y			$350.00	
5-15-209	SEXUALLY ORIENTED BUISNESS HOURS OF OPERATION	MB	MB		Y			$350.00	
5-15-301	SEXUALLY ORIENTED BUISNESS- REGULATIONS FOR ADULT MOTELS	MB	MB		Y			$350.00	
5-15-302	ADDITIONAL REGULATIONS FOR ESCORT AGENCIES	MB	MB		Y			$350.00	
5-15-303	ADDITIONAL REGULATIONS NUDE STUDIOS	MB	MB		Y			$350.00	
5-15-304	ADDITIONAL REGULATIONS CONCERNING PUBLIC NUDITY	MB	MB		Y			$350.00	
5-15-305	REGULATIONS PERTAINING TO EXHIBITION OF SEXUALLY EXPLICIT FILMS AND VIDEOS	MB	MB		Y			$350.00	
5-15-306	EXTERIOR PORTIONS OF SEXUALLY ORENINTED BUISNESSES	MB	MB		Y			$350.00	
5-15-307	SIGNAGE- SEXUALLY ORIENTED BUSINESS	MB	MB		Y			$350.00	
5-15-308	SALE, USE, OR CONSUMPTION OF ALCHOLIC BEVERAGES ON SEXUALLY ORIENTED BUISNESS	MB	MB		Y			$350.00	
5-15-309	PERSONS UNDER EIGHTEEN PROPHIBITED: ATTENDANT REQUIRED	MB	MB		Y			$350.00	
5-15-310	MASSAGES PROHIBITED REGARDING SEXUALLY ORIENTED BUISNESS	MB	MB		Y			$350.00	
5-15-311	HOURS OF OPERATION - REGARDING SEXUALLY ORIENTED BUISNESSES	MB	MB		Y			$350.00	
5-16-106	VENDING RESTRICTION- ICE CREAM VENDORS	MC	MC		Y			$110.00	
5-16-107	PROHIBITED CONDUCT- ICE CREAM VENDORS	MC	MC		Y			$110.00	
5-17-101	SIDEWALK CAFE	MC	MC		Y			$110.00	
5-17-104	SIDEWALK CAFE REGULATIONS	MC	MC		Y			$110.00	
6-1-101	ALL DEAD INTERRED IN CEMETERIES	MC	MC		Y			$110.00	
6-1-102	CEMETERIES SUPERINTENDENT	MC	MC		Y			$110.00	
6-1-107	ARTIFICIAL FLOWERS- CEMETERIES	MC	IN		N			$110.00	
6-1-109	PROHIBITED ACTS- CEMETERIES	MC	MC		Y			$110.00	
6-2-102	NUMBERS FOR HOUSES	MC	MC		Y			$110.00	
6-2-107	OBSTRUCTIONS IN STREETS AND SIDEWALKS	MC	MB	N	Y	$80.00	unknown	$350.00	
6-2-108	OBSTRUCTIONS TO TRAFFIC	MC	MB	N	Y	$80.00	unknown	$350.00	

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6-2-109	ANIMALS ON SIDEWALKS	MC	MC	N	Y	$80.00	unknown	$110.00	
6-2-110	COASTING ON STREET	MC	MC		Y			$110.00	
6-2-111	GATES TO SWING INWARD	MC	MC	N	Y	$80.00	unknown	$110.00	
6-2-112	BILLBOARDS	MC	MB	N	Y	$80.00	unknown	$350.00	
6-2-113	SAND, GRAVEL, LIME AND CEMENT-SIDEWALKS AND STREETS	MC	MB		Y			$350.00	
6-2-114	IRRIGATION WATER	MC	MC		Y			$110.00	
6-2-116	REMOVAL OF SNOW FROM SIDEWALKS	MC	MC	N	N	$117.00	unknown	$110.00	
6-2-117	ENCROACHMENTS	MC	MB		Y			$350.00	
6-3-102	ACTS THAT REQUIRE PERMITS- WATER COURSES	MC	MB		Y			$350.00	
6-4-102	UNLAWFUL TO MAINTAIN PRIVY IN WATERSHED	MC	MB		Y			$350.00	
6-4-103	UNLAWFUL ACTS DEFIND- WATER POLLUTION	MC	MB		Y			$350.00	
6-4-104	CHEMICAL PRIVIES AND DISPOSAL EFFLUENT	MC	MB		Y			$350.00	
6-4-105	EXISTING UNSANITARY SYSTEMS MUST BE MADE TO COMPLY	MC	MB		Y			$350.00	
6-5-103	PERMITS AND REPORTS- WATER AND SEWER SERVICE	MC	MB		Y			$350.00	
6-5-104	FIXTURES AND FITTINGS USED IN WATER OR SEWER CONNECTIONS	MC	MB		Y			$350.00	
6-5-105	USE WITHOUT PAYMENT PROHIBITED-WATER AND SEWER SERVICE	MC	MB		Y			$350.00	
6-5-107	TURNING ON WATER AFTER SERVICES TERMINATED PROHIBITED	MC	MB		Y			$350.00	
6-5-109	SCARCITY OF WATER- WATER AND SEWER SERVICE	MC	MB		Y			$350.00	
6-5-113	TAKER ONLY TO USE WATER- WATER AND SEWER SERVICE	MC	MC		Y			$110.00	
6-5-114	WATER PROHIBITED- WATER AND SEWER SERVICE	MC	MC		Y			$110.00	
6-5-115	USE OF CITY SEWER MANDATORY- WATER AND SEWER SERVICE	MC	MC		Y			$110.00	
6-5-116	LICENSED PLUMBER NECESSARY- WATER AND SEWER SERVICE	MC	MC		Y			$110.00	
6-5-118	SEWER PERMIT	MC	MC		Y			$110.00	
6-5-120	STORM WATER- WATER AND SEWER SERVICE	MC	MC		Y			$110.00	
6-5-121	DESTROY SEWER SYSTEM	MC	MB		Y			$350.00	
6-5-122	USE AFTER DISCONNECTED- WATER AND SEWER SERVICE	MC	MB		Y			$350.00	
6-5-124	OUTSIDE WATERING RESTRICTIONS	MC	MC		Y			$110.00	
6-8-101	USE AND INSTALLATION- PRESSURE IRRIGATION	MC	MB		Y	$299.00	unknown	$350.00	
6-9-102	PERMIT NEEDED- EXCAVATION IN STREETS AND PUBLIC PROPERTIES	MB	MB	Y	Y	$299.00	unknown	$350.00	
6-9-106	RULES AND REGULATIONS- PLACEMENT OF UTILITIES	MB	MB		Y	$299.00	unknown	$350.00	

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6-9-111	PENALTY FOR IMPROPER RESTORATION AND MAINTENANCE	MC	MB		Y	$299.00	BCC 6-9-111	$350.00	
6-9-203	PERMIT APPLICATION REQUIREMENTS- EXCAVATION IN STREETS AND PUBLIC PROPERTIES	MB	MB		Y			$350.00	
6-9-216	WORK WITHOUT PERMITS- PENALTY EXCAVATION IN STREETS AND PUBLIC PROPERTIES	MB	MB		Y			$350.00	
6-9-220	TAMPERING WITH TRAFFIC BARRICADES	MB	MB		Y			$350.00	
6-10-101	INTERFERENCE PERMIT AND PROCEDURE- EXISTING UTILITIES	MB	MB		Y			$350.00	
6-12-102	PERMIT FROM DIRECTOR- PARKS AND RECREATION	MC	MC		Y			$110.00	
6-12-103	INTERFERENCE WITH DIRECTOR PROHIBITED- PARKS AND RECREATION	MC	MC		Y			$110.00	
6-12-104	ACTIONS DAMAGING ROOTS PROHIBITED- PARKS AND RECREATION	MC	MC		Y			$110.00	
6-12-105	PERMISSION REQUIRED FOR ATTACHMENTS TO TREES	MC	MC		Y			$110.00	
6-12-106	PROTECTING TREES DURING BUIKDING CONSTRUCTIONS	MC	MC		Y			$110.00	
6-12-108	PROTECTION OF TREES DURING MOVEMENT OF BUILDINGS- PARKS AND RECREATION	MC	MC		Y			$110.00	
6-12-109	ACTS PROHIBITED WITHIN PUBLIC PARKS	MC	MC	N	Y			$110.00	
6-12-110	TENNIS COURTS- PARKS AND RECREATION	MC	MC		Y			$110.00	
6-12-111	OFFENSIVE CONDUCT UNLAWFUL	MC	MC		Y			$110.00	
6-12-112	UNLAWFUL TO INJURE OR DESTROY PROPERTY	MC	MC		Y			$110.00	
6-12-113	PARK HOURS	MC	MC	Y	Y			$110.00	
6-12-114	PARKS RESERVATIONS	MC	MC		Y			$110.00	
6-15-108	PROHIBITIONS - STORM DRAINAGE SYSTEM	MC	MB		Y			$350.00	
6-15-109	ILLICIT DISCHARGES- WATERCOURSES	MC	MB	Y	Y			$350.00	
6-16-106	FLOODWAYS	MB	MB		Y			$350.00	
8-1-101	SPILLING GARBAGE	MC	MC		Y			$110.00	
8-1-102	DUMPING GARBAGE- ILLEGAL DUMPING	MC	MB	N	Y	$35.00	unknown	$350.00	
8-1-103	BOUNTIFUL CITY LANDFILL	MC	MC		Y			$110.00	
8-1-105	CLEANING REQUIRED OF VACATED PREMISES	MC	MC		Y			$110.00	
8-1-106	PLACEMENT OF GARBAGE CONTAINERS FOR COLLECTION	MC	MC		Y			$110.00	
8-2-107	INTERFERING WITH OFFICERS PROHIBITED- ANIMAL CONTROL	MB	MB	N	Y	$25.00	unknown	$690.00	
8-2-108	LICENSING AND REGISTRATION OF DOGS	MB	MC	N	N	$37.00	unknown	$110.00	
8-2-110	TAG AND COLLAR REQUIRED FOR DOGS	MB	IN		N			$110.00	
8-2-111	REMOVAL OF TAG UNLAWFUL	MB	IN		N			$110.00	
8-2-112	KENNEL LICENSE	MB	MC	N	Y	$160.00	unknown	$110.00	
8-2-113	NUMBER OF DOGS AND/OR CATS PER RESIDENCE	MB	IN	N	N	$70.00	unknown	$110.00	

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8-2-115	DISPLAY OF REGULATORY PERMITS- ANIMALS	MB	MC		N			$110.00	
8-2-114	REGULATORY PERMITS- ANIMALS	MB	MC	N	Y	$37.00	unknown	$110.00	
8-2-121	NUISANCE ANIMALS	MC	MC		Y			$110.00	
8-2-123	CONTROL AND FENCING ANIMALS	MB	MC		Y			$110.00	
8-2-124	FEMALE DOGS IN HEAT	MB	IN		N			$110.00	
8-2-126	POSSESSION OF DANGEROUS OR WILD ANIMALS	MB	MC	N	N			$180.00	
8-2-127	ANIMALS AT LARGE PROHIBITED	MB	IN	N	N	$25.00	unknown	$110.00	
8-2-128	ALLOWING DOMESTIC FOWLS TO TRESPASS PROHIBITED	MB	IN		N			$110.00	
8-2-129	STAKING ANIMALS IMPROPERLY ON UNENCLOSED PREMISES	MB	MC		N			$110.00	
8-2-130	ANIMAL WASTE	MB	IN		N			$110.00	
8-2-136	ANIMAL RABIES VACCINATION REQUIREMENTS	MB	MC		N			$110.00	
8-2-140	RABID ANIMAL REPORTS	MB	MC		Y			$110.00	
8-2-141	QUARANTINE AND DISPOSITION OF BITING OR RABID ANIMALS	MB	MC		Y			$110.00	
8-2-142	DUTY TO REPORT BITES	MB	MC	N	Y	$40.00	unknown	$110.00	
8-2-143	CRUELTY TO ANIMALS	MB	MB		Y			$690.00	
8-2-145	INJURIES AND COMMUNICABLE DISEASES	MB	MC	Y	Y	$160.00	unknown	$180.00	
8-2-147	HARBORING OF ANIMALS PROHIBITED DUTY TO NOTIFY	MB	MC		Y			$110.00	
8-2-148	MOTORIST DUTY TO REPORT UPON STRIKING AN ANIMAL	MB	MC		N			$110.00	
8-2-149	PLACES PROHIBITED TO ANIMALS	MB	IN		N			$110.00	
8-2-154	BARNS AND STABLES, BINS FOR MANURE- DISTANCE FROM DWELLINGS	MB	MC	Y	Y			$110.00	
8-3-101	MAXIMUM ALLOWED- PIGEONS	MC	IN		N			$110.00	
8-3-104	PIGEON LOFTS- MINIMUM DISTANCE FROM ADJACENT DWELLINGS	MC	MC		Y				
8-4-103	FILES AND OTHER INSECT PESTS	MC							
8-4-104	BEE VIOLATIONS	MC							
8-6-102	NOXIOUS WEEDS, UNSIGHTLY OR DELETERIOUS OBJECTS	MC	MC	Y		$160.00	unknown	$110.00	
8-7-101	NOISE ORDINANCE- GENERAL PROHIBITIONS	MC	MC	N		$50.00	unknown	$350.00	
8-7-102	NOISE ORDINANCE- SPECIFIC PROHIBITIONS	MC	MC	N		$50.00	unknown	$350.00	
10-1-102	BATTERY	MB	MB	Y	Y	$160.00	unknown	$690.00	
10-1-103	ELECTRIC FENCES	MC	MC	N	N	$50.00	unknown	$200.00	
10-1-104	THROWING MISSILES	MB	MB	N	Y	$293.00	unknown	$690.00	
10-1-105	MONUMENTS	MB	MB	Y	Y	$160.00	unknown	$690.00	
10-1-106	CHILDREN IN VEHICLES	MB	REPEAL	N		$143.00	unknown	REPEAL	Need to repeal. It now conflicts with state law.
10-1-107	LITTERING	MB	MC	N	N	$143.00	unknown	$350.00	
10-1-108	HANDBILLS	MB	MC	N	N	$50.00	unknown	$200.00	
10-1-109	DISCHARGE FIREARM/WEAPON IN CITY LIMITS	MB	MB	Y	Y	$160.00	unknown	$690.00	
10-1-110	KNIVES	MB	REPEAL	N	REPEAL	$143.00	unknown	REPEAL	May be unconstitutional
10-1-111	CURFEW	MB	MC	N	N	$143.00	unknown	$200.00	

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10-1-112	SNOW REMOVAL	MB	IN	N	N	$100.00	unknown	$110.00	
10-1-113	SPITTING	MB	MC	N	N	$50.00	unknown	$200.00	
10-1-114	ALLOWING MINORS AT TAVERNS	MB	MB	N	Y	$110.00	unknown	$690.00	
10-1-115	RESISTING A LAW ENFORCEMENT OFFICAL	MB	REPEAL	Y	REPEAL	$160.00	unknown	REPEAL	This is a repeat of state law.
10-1-117	FIGHTING	MB	MB	Y	Y	$100.00	unknown	$690.00	
10-1-118	DISCONNECTING EMERGENCY PHONES	MB	REPEAL	Y	REPEAL	$160.00	unknown	REPEAL	This is a repeat of state law.
10-1-119	DIRECTING A LASER POINTER AT LAW ENFORCEMENT OFFICERS PROHIBITED	MB	REPEAL	N	REPEAL	$110.00	unknown	REPEAL	This is a repeat of state law.
10-1-120	ENTERING MOTOR VEHICLE WITHOUT OWNER PERMISSION	MB	MB	Y	Y	$160.00	unknown	$690.00	
10-1-121	FEEDING OF DEER PROHIBITED	MB	MC	N	N	$180.00	unknown	$200.00	
10-1-112	CAMPFIRES AND BURNING	MB	MB	N	Y	$260.00	unknown	$690.00	
12-1-102	SALES AND USE TAX	MC							
13-1-103(a)	PARKING LIMITATIONS - WINTER PARKING	MC	IN	N	N	$12.00	BCC 13-1-103(i)	$25.00	
13-1-103(b)-(h)	PARKING LIMITATIONS - OTHER	MC	IN	N	N	$17.00	BCC 13-1-103(i)	$40.00	
13-1-104	PARKING HEAVY EQUIMENT IN RESIDENTIAL ZONE	MC	IN	N	N	$17.00	unknown	$40.00	This section conflicts with section___; we need to resolve the conflict.
13-1-106	TRACKED VEHICLES PROHIBITED	MC	MC	N	Y	$110.00	unknown	$180.00	
13-1-107	CUTTING THROUGH CORNERS- THROUGH BUISNESSESS TO AVOID LIGHT	MC	IN	N	N	$110.00	unknown	$130.00	
13-1-108	DRIVING ON NEW PAVEMENT	MC	MC	N	Y	$110.00	unknown	$180.00	
13-1-109	STANDING PASSENGER	MC	IN	N	N	$110.00	unknown	$130.00	
13-1-110	SKATEBOARDS, LOW PROFILE MOTORIZED VEHICLES AND SLEDS	MC	IN	N	N	$107.00	unknown	$130.00	
13-1-111	INTERFERING WITH DRIVING	MC	IN	N	N	$82.00	unknown	$130.00	
13-1-112	NEGLIGENT COLLISIONS	MC	IN	N	N	$82.00	unknown	$150.00	
13-1-113	UNSAFE ACTIVITY BY DRIVER	MC	IN	N	N	$110.00	unknown	$130.00	
13-1-114	IMPROPER LOOKOUT	MC	IN	N		$150.00	unknown	$150.00	
13-1-115	FALSE INFORMATION CONCERING ACCIDENT	MC	MB	N	Y	$150.00	unknown	$690.00	
13-1-116	SCHOOL TRAFFIC REGULATIONS- EXCEEDING SPEED LIMIT UPON SCHOOL PROPERTY	MB	MC	N	Y	$110.00	unknown	$150.00	
13-1-117	NOISY VEHICLE	MC	IN	N	N	$50.00	unknown	$130.00	
13-1-118	PARKING UNREGISTERED VEHICLES	MC	IN	N	N	$17.00	unknown	$50.00	
13-1-119	OBSTRUCTIONS TO TRAFFIC	MC	MC	N	Y	$50.00	unknown	$250.00	
13-1-120	OFF-STREET DRIVING PROHIBITED	MC	MC	N	Y	$110.00	unknown	$250.00	
13-2-103	PARADE PERMIT- REQUIRED	MC							
13-2-112	PUBLIC CONDUCT RESTRICTIONS DURING PARADE	MC							
13-2-114	REGULATIONS FOR PUBLIC PROPERTY ADJACENT TO PARADE ROUTES	IN	IN	N	N			$110.00	
14-1-105	FAILURE TO OBTAIN BUILDING PERMIT	MC	MC	Y	Y	$35.00	unknown	$110.00	
14-1-106	FAILURE TO OBTAIN CERTIFICATE OF OCCUPANCY	MC	MC	Y	Y	$80.00	unknown	$110.00	
14-1-107	FAILURE TO CONSTRUCT AND USE TO CONFORM TO PLANS	MC	MC	Y	Y	$80.00	unknown	$110.00	
14-2-302	FAILURE TO OBTAIN SITE PLAN APPROVAL	MC	MC		Y	$50.00	unknown	$110.00	
14-2-502	CONDITIONAL USE PERMIT REQUIRED	MC	MC		Y			$110.00	

Shared Master Offense Table
Draft 7-25-23

Code Section	Description	Severity per Btfl City Code	Recom-mended Severity	Mandatory Appearance	Recom-mended Mandatory Appearance	Fine on Current SMOT	Basis for Fine Amount	Recom-mended Fine	Notes
14-4-103	UNLAWFUL USE OF SINGLE FAMILY DWELLING	MC	MC	N	Y	$50.00	unknown	$110.00	HAS DIFFERENT TITLE" PERMITTED, CONDITIONAL, AND PROHIBITED USES" - The following principal uses and structures, and no others, are allowed either as a permitted use (P) or by Conditional Use Permit (C) in the residential zone.
14-4-103A	ZONING ORD VIOLATION/EXCESS ANIMALS IN SINGLE FAMILY RES	MC	MC	Y	Y	$50.00	unknown	$110.00	There is no subsection A. The content is just a chart.
14-4-109	ILLEGAL LOT COVERAGE	MC	MC	N	Y	$35.00	unknown	$110.00	
14-4-112	FAILURE TO LANDSCAPE	MC	MC	Y	Y	$750.00	unknown	$110.00	
14-4-113/14-14-110	IMPROPER STORAGE OF TRASH	MC	MC	Y	Y	$750.00		$110.00	These are actually two different things 4-113 is storate of commercial items, 14-110 is storage of trash.
14-4-119	SIGHT CLEARANCES ON CORNER LOTS	MC	MC	Y	Y	$810.00	unknown	$110.00	Section 14-4-119 currently is "DOMESTIC FARM ANIMALS"
14-6-109	LANDSCAPING PROVISIONS IN THE C ZONE	MC	MC	N	Y	$500.00	unknown	$110.00	
14-7-103	ZONING (PROHIBITED USE OF ACCESSORY BUILDINGS W/OUT PERMIT)	MC	MC	N	Y	$50.00	unknown	$110.00	this is currently 14-7-103 "PERMITTED, CONDITIONAL, AND PROHBITED USES." IN CHAPTER 7, which is "Downton."
14-7-105(B)	ZONING (VIOLATION OF REQUIRED SIDE AND REAR YARD)	MC	MC	N	Y	$50.00	unknown	$110.00	
14-14-107	ILLEGAL LOCATION OF TRAILERS, BOATS, RV &/OR STORAGE CONTAIN	MC	MC	N	Y	$25.00	unknown	$110.00	
14-14-108	UNLAWFUL USE OF MOBILE HOME/RECREATIONAL VEHICLE	MC	MC	N	Y	$250.00	unknown	$110.00	
14-14-109(A)	ZONING VIOL (STORAGE ABANDONED, WRECKED, OR JUNKED VEHICLE)	MC	MC	N	Y	$50.00	unknown	$110.00	
14-16-108	FAILURE TO MAINTAIN CLEARVIEW AREA	MC	MC	N	Y	$80.00	unknown	$110.00	
14-16-109	FAILURE TO LANDSCAPE PROPERLY	MC	MC	N	Y	$75.00	unknown	$110.00	
14-18-104	FAILURE TO MEET PARKING REQUIREMENTS	MC	MC	N	Y	$75.00	unknown	$110.00	
14-18-105(C)	ILLEGAL YARD AND SETBACK	MC	MC	N	Y	$25.00	unknown	$110.00	WRONG CODE PROSIVION? "GENERAL REQUIREMENTS FOR PARKING AREAS"
14-18-105(F)	ILLEGAL OFF STREET PARKING	MC	MC	N	Y	$25.00	unknown	$110.00	
14-18-109	IMPROPER DRIVEWAY	MC	MC	N	Y	$160.00	unknown	$110.00	
14-18-109(B)	ILLEGAL ACCESS	MC	MC	N	Y	$25.00	unknown	$110.00	
14-18-111	ILLEGAL DISPLAY OF VEHICLE FOR SALE	MC	MC	N	Y	$750.00	unknown	$110.00	

Offense/Punishment Table

This table represents the maximum punishment and fines permitted by state law for class B misdemeanors, class C misdemeanors and infractions. It also lists the fine amount that the state recommends for violations of local ordinances if no fine amount has otherwise been designated. Finally, it indicates what types of offenses require a person to appear in court to resolve his or her case.

	Punishment	**Maximum Fine Allowed by State Law**	**Fine Recommended by Utah Uniform Fine Schedule for Violation of a Local Ordinance**	**Appearance in Court Mandatory****
Class B misdemeanor	Up to 180 days in jail*	Up to $1,000	$350	Yes
Class C misdemeanor	Up to 90 days in jail*	Up to $750	$110	Usually
Infraction	No possible jail	Up to $750	$110	Rarely

**While jail time is a potential punishment for misdemeanors, jail time is rarely imposed for violations of class B or class C misdemeanors unless the offender has an extensive criminal history. Infractions usually do not show up on a background check, some class C misdemeanors will show up on a background check, and almost all class B misdemeanors will show up on a background check.*

***A court appearance (before the judge) is mandatory to resolve the criminal charges; if it is not mandatory, a person can resolve the offense by simply paying the designated fine (e.g. paying a speeding ticket). If a court appearance is required, then the person must, at the very least, speak with the prosecutor to resolve their case. If the person speaks with the prosecutor, the prosecutor and person can present a plea agreement to the judge. Judges typically honor plea agreements. A mandatory court appearance thus allows the prosecutor to negotiate with the noncompliant person to obtain compliance, e.g. get rid of the garbage in your yard and I'll cut the fine in half.*

Examples of State Offenses & Punishments

Class B Misdemeanor		**Class C misdemeanor**		**Infraction**	
Retail Theft	$690	Drive on Suspended License	$340	Speeding*	$130
Assault	$1,090	Operating Vehicle w/o insurance	$400	Failure to Yield**	$130
Possession of a controlled substance (marijuana)	$690	Intoxication	$200	Most Parking Violations	$40
Electronic Communication Harassment	$690	Speeding in a School Zone*	$150	Failure to Register Vehicle	$50
Domestic Violence in the Presence of a Child	$1,000	Failure to Install Ignition Interlock Device	$510	Disorderly conduct	$150
Criminal Trespass	$690	Provide Tobacco to a Minor	$350	Littering	$350
DUI	$1,383	Use Handheld Device to Text	$100	Failure to wear seat belt	$45

**A speeding ticket's fine also depends on how many miles an hour over the speed limit the driver was travelling. For 1-10 MPH over the limit, the base is $130 for regular speeding and $150 for speeding in a school zone.*
***If a person's traffic violation, such as failure to yield, causes an accident, an additional $30 fee will be added to the fine.*

BOUNTIFUL

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

BOUNTIFUL CITY, UTAH
RESOLUTION NO. 2023-11

A RESOLUTION APPROVING THE BOUNTIFL CITY SHARED MASTER OFFENSE TABLE.

WHEREAS, Utah Code Ann. § 10-3-703, authorizes the governing body of a municipality to impose a criminal penalty for a violation of any municipal ordinance by fine not to exceed the maximum class "B" misdemeanor fine, term of imprisonment or both the fine and term of imprisonment under Utah law; and

WHEREAS, a recommended fine amount is required for each violation of law under both the Utah and Bountiful Municipal codes; and

WHEREAS, the Bountiful City Council determines the recommended fine for each violation of the Bountiful Municipal Code; and

WHEREAS, for clarity and efficiency purposes, the recommended fines for each violation of the Bountiful Municipal Code are shared with the District Court and included in the State Court Shared Master Offense Table ("SMOT Table"); and

WHEREAS, the Bountiful City Council finds that adopting the Bountiful City SMOT Table is in the interests of the health, safety, and welfare of Bountiful and its citizens.

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

Section 1. **SMOT Table Approved.** The Bountiful City Council hereby approves the attached SMOT Table.

Section 2. **Mayor Authorized to Execute.** The Mayor and staff of Bountiful City are authorized to sign and execute any documents necessary to finalize and provide the attached SMOT Table to the State District Court.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage. The Agreement shall take effect as described therein.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 25TH DAY OF JULY, 2023.

_____
Kendalyn Harris, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

City Council Staff Report

Subject: **Bountiful City Victim Advocate Program**
Author: **Clinton Drake**
Dept: **Legal**
Date: **July 25, 2023**

Background

In 2017 Bountiful City was awarded a Victims of Crime Act (VOCA) grant to fund a part-time Victim Advocate position for the City. VOCA is a federal grant that provides funding for state and local agencies to create and maintain programs and services for victims of crimes. The position is prosecution based, and reports to the City Attorney. Alison Sorenson is the Bountiful City Victim Advocate.

Analysis

The Victim Advocate position is a part-time position (24 hours/week) and 100% grant funded. The position provides much needed assistance to victims of crimes in Bountiful City. While the program focuses on assisting victims of domestic violence, it also serves victims of all crimes, including theft, assault, burglary, fraud and vandalism. The program provides services such as obtaining protective orders, informing victims of upcoming court dates, obtaining information regarding restitution, accompanying victims at hearings and trials, educating victims about available programs and resources, speaking for and/or supporting victims at criminal sentencings and help in obtaining restitution. The position also helps the City Prosecutor more efficiently prosecute crimes and better serve victims. The victim advocate also provides valuable training and assistance to the Police Department. The program utilizes volunteers to assist with accomplishing its goals. Overall, the program served 320 victims last calendar year (from January 1, 2022 to December 31, 2022). A more detailed breakdown of those 320 victims served is attached to this staff report.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

The program assists hundreds of victims of crimes on an annual basis. The Victim Advocate position is 100% funded by the VOCA grant with the City matching grant funds by providing office space, supervisor hours, supplies and so forth. Due to the grant funding there is little to no fiscal impact for the position.

Recommendation

This Staff Report is provided for informational purposes only.

Attachments

Victim Summary Report for January 1, 2022 to December 31, 2022

Bountiful City
, UT
8012986137

X

Date: Jan 4, 2023

Client Services Report by Agency Bountiful City
Prepared by : Alison Sorensen
For Jan 1, 2022 to Dec 31, 2022

	All Clients	Required by VOCA Clients of Crime
Number of clients served excluding anonymous	320	305
Number of anonymous clients	0	0
Number of new clients served this period (Fiscal Year Begins 10/1)	240	236

	Total Clients Served	New Clients Served (Fiscal Year Begins 10/1)	Total Clients of Crime	New Clients of Crime Served (Fiscal Year Begins 10/1)
Race				
American Indian/Alaska Native	0	0	0	0
Asian	7	7	7	7
Black/African American	6	4	6	4
Hispanic or Latino	13	9	13	9
Native Hawaiian and Other Pacific Islander	9	8	9	8
White Non-Latino/Caucasian	252	191	238	188
Some Other Race	1	1	1	1
Multiples Races	0	0	0	0
Not Reported	31	19	30	18
Not Tracked	1	1	1	1
Total	**320**	**240**	**305**	**236**
Gender				
Male	113	92	111	90
Female	183	135	170	133
Other	0	0	0	0
Not Reported	24	13	24	13
Not Tracked	0	0	0	0
Total	**320**	**240**	**305**	**236**
Age				
0-12	8	5	8	5
13-17	10	6	10	6
18-24	38	33	38	33

25-59	201	152	186	148
60 and older	29	22	29	22
Not Reported	34	22	34	22
Total	**320**	**240**	**305**	**236**

Crime / Victimizations	**Total Victimizations Served**	**Total New Victimizations Served**
VOCA Victimizations - Standard		
Adult Physical Assault	250	195
Adult Sexual Assault	68	62
Adults Sexually Abused/Assaulted as Children	5	5
Arson	0	0
Bullying	0	0
Burglary	0	0
Child Physical Abuse or Neglect	8	7
Child Pornography	4	1
Child Sexual Abuse/Assault	0	0
Domestic and/or Family Violence	3	2
DUI/DWI Incidents	74	54
Elder Abuse or Neglect	22	15
Hate Crime	0	0
Human Trafficking: Labor	0	0
Human Trafficking: Sex	0	0
Identity Theft/Fraud/Financial Crime	0	0
Kidnapping (non-custodial)	5	4
Kidnapping (custodial)	6	6
Mass Violence (Domestic/International)	1	1
Other Vehicular Victimization	0	0
Robbery	17	16
Stalking/Harassment	0	0
Survivors of Homicide Victims	18	12
Teen Dating Victimization	1	1
Terrorism (Domestic/International)	0	0
Violation of a Court (Protective) Order	0	0
	18	9
VOCA Victimizations - Other		
Fraud	126	110
Reckless Endangerment	0	0
Exploitation of a Vulnerable Adutl	0	0
Nuisance Animal	0	0
Criminal Trespass	0	0
Lewdness	8	6
Disorderly Conduct	7	5
Unlawful Detention	6	5
Threat of Violence	14	13
Stalking	6	5
Electronic Communication Harassment	0	0
Fraudulent Use of Credit Card	2	2
Telephone Harassment	0	0
	1	1

theft	47	40
Dog at Large	0	0
Criminal Mischief	33	32
Interference with Arresting Officer	0	0
Criminal Trespass within a Dwelling	2	1
Intoxication	0	0
All Criminal Victimizations	**376**	**305**
Other Victimizations - Custom		
Privacy Violation	14	3
Working without a permit on public right of way	0	0
Propelling a Bodily Substance	0	0
LAP Screening but no case	0	0
Theft of Services	0	0
Unwanted Guest	0	0
Graffiti Violations	0	0
Discharge Firearm	0	0
False or Inconsistent Statements	2	2
Engaging in Construction Trade Without a License	0	0
Forgery	0	0
Custodial Interference	0	0
All Noncriminal Victimizations	**14**	**3**
All Victimizations Total	**390**	**308**
Number with more than one Victimization	34	33

Special Classifications	**Total Clients Served**	**New Clients Served (Fiscal Year Begins 10/1)**	**Total Clients of Crime**	**New Clients of Crime Served (Fiscal Year Begins 10/1)**
Deaf/Hard of Hearing	0	0	0	0
Homeless	0	0	0	0
Immigrants/Refugees/Asylum Seekers	0	0	0	0
LGBTQ	3	3	3	3
Veterans	0	0	0	0
Victims with Disabilities: Cognitive/Physical/Mental	2	2	2	2
Victims with Limited English Proficiency	3	2	3	2
Lives with Perpetrator	66	60	65	59
Total	**74**	**67**	**73**	**66**
Number with more than one Special Classification	4		4	
Number helped with Victim Comp Application	**16**	**7**	**8**	**7**
a: Information & Referral (# Clients)				
Information about the criminal justice process	228	192	218	191
Information about victim rights, how to obtain notifications, etc.	283	250	282	249
Referral to other victim service programs	236	214	235	213
Referral to other services, supports, and resources	19	17	19	17
	25	13	16	13

Safe Harbor referral	23	21	22	21
Total Services Provided	**586**	**515**	**574**	**513**
b: Personal Advocacy/Accompaniment (# Clients)				
Victim advocacy/accompaniment to emergency medical care	2	2	2	2
Victim advocacy/accompaniment to medical forensic exam	0	0	0	0
Law enforcement interview advocacy/accompaniment	0	0	0	0
Individual advocacy	3	3	3	3
Performance of medical forensic exam or interview, or medical evidence collection	0	0	0	0
Immigration assistance	0	0	0	0
Intervention with employer, creditor, landlord, or academic institution	0	0	0	0
Child or dependent care assistance (provided by agency)	0	0	0	0
Interpreter Services	0	0	0	0
Total Services Provided	**3**	**3**	**3**	**3**
c: Emotional Support or Safety Services (# Clients)				
Crisis intervention (in-person, includes safety planning, etc.)	9	1	1	1
Hotline/crisis line counseling	8	0	0	0
Emergency financial assistance	0	0	0	0
Individual Counseling	0	0	0	0
Emergency Financial Assistance	1	1	1	1
Other Therapy	0	0	0	0
Support Groups (Facilitated or Peer)	0	0	0	0
On Scene Crisis Response	0	0	0	0
Counseling Services referral	0	0	0	0
Total Services Provided	**9**	**1**	**1**	**1**
d: Shelter/Housing Services (# Clients)				
Relocation assistance	0	0	0	0
Total Services Provided	**0**	**0**	**0**	**0**
e: Criminal/Civil Justice System Assistance (# Clients)				
Notification of criminal justice events	314	234	299	230
Victim impact statement assistance	1076	788	1025	768
Assistance with restitution	199	171	198	170
Civil legal attorney assistance in obtaining protection or restraining order	123	92	119	88
Civil legal attorney assistance with family law issues	8	7	8	7
Other emergency justice-related assistance	0	0	0	0
Immigration attorney assistance	0	0	0	0
Prosecution interview advocacy/accompaniment	0	0	0	0
Law enforcement interview advocacy/accompaniment	76	41	74	39
Criminal advocacy/accompaniment	3	2	3	2
Other legal advice and/or counsel	15	10	15	10
Pretrial Protective Order	9	8	8	8
Civil Stalking Injunction Assistance	55	54	55	54
Refer to PD	5	5	5	5
Refer to other courts	19	7	11	7
Restitution Researched	2	1	1	1
Restitution Ordered	55	55	54	54
Restitution left open	19	15	18	14
Sentencing PO	4	2	4	2
	16	14	16	14

Total Services Provided	**1684**	**1272**	**1614**	**1243**
f: Other Services (# Clients)				
Assistance with completing a victim compensation application	100	69	88	67
Survey	16	7	8	7
Resource Pamphlet Given	73	52	69	50
CVR forms completed and sent in	5	5	5	5
Survey Received	4	2	3	2
Victim Impact Statement -In Court	5	5	5	5
Victim Impact Statement Received-Written	1	1	1	1
Total Services Provided	23	22	23	22
	127	**94**	**114**	**92**
Other Statistics				
True Age				
0-6	5	5	5	5
7-12	3	0	3	0
13-17	10	6	10	6
18-29	81	62	73	62
30-44	106	83	102	81
45-59	52	40	49	38
60-64	13	8	13	8
65 and older	16	14	16	14
Not Reported	34	22	34	22
Total	**320**	**240**	**305**	**236**
Number of new primary clients since October 1st	240		236	
Number of new primary clients	315		301	
Number of new secondary clients	5		4	
Number of new witnesses	0		0	
Number of new deceased clients	0		0	
	Total Clients Served	**New Clients Served (Fiscal Year Begins 10/1)**	**Total Clients of Crime**	**New Clients of Crime Served (Fiscal Year Begins 10/1)**

Minutes of the
BOUNTIFUL CITY COUNCIL
July 11, 2023 – 6:00 p.m.

Official notice of the City Council Meeting was given by posting an agenda at City Hall and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Journal and Standard Examiner.

Fiber Open House – 6:00 p.m.
City Council Chambers

Present:	Mayor Pro Tem	Jesse Bell
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	Finance Director	Tyson Beck
	IT Director	Greg Martin
	Water Director	Kraig Christensen
	Streets Director	Charles Benson
	Police Chief	Ed Biehler
	City Recorder	Shawna Andrus
	Recording Secretary	Maranda Hilton
Excused:	Mayor	Kendalyn Harris

Mayor Pro Tem Jesse Bell called the meeting to order at 6:03 p.m. and welcomed those in attendance.

BOUNTIFUL FIBER OPEN HOUSE

Mr. Gary Hill presented information about the Bountiful Fiber Project then opened the meeting up for questions at 6:30 p.m.

The meeting was closed at 6:59 p.m.

PENDING

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

Present:	Mayor Pro Tem	Jesse Bell
	Councilmembers	Millie Segura Bahr, Jesse Bell, Kate Bradshaw, Richard Higginson, Cecilee Price-Huish
	City Manager	Gary Hill
	Asst. City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	IT Director	Greg Martin
	Streets Director	Charles Benson
	Water Director	Kraig Christensen
	Parks Director	Brock Hill
	Police Chief	Ed Biehler
	Assistant Police Chief	Dave Edwards
	Police Lieutenant	Andrew Smith
	Police Lieutenant	David Gill
	City Recorder	Shawna Andrus
	Recording Secretary	Maranda Hilton
Excused:	Mayor	Kendalyn Harris

WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER

Mayor Pro Tem Bell called the meeting to order at 7:00 p.m. and welcomed those in attendance. Ms. Lexi Bell and Mr. Lincoln Bell led the Pledge of Allegiance, and Ms. Emi Hellewell, Bountiful Central Stake Young Women President, offered a prayer.

PUBLIC COMMENT

The public comment section was opened at 7:04 p.m.

Mr. Gary Davis (2814 South 500 West) reported on the success of the annual 24-hour field day event for HAM Radio operators. There will be another event on August 12 at the park next to the library in Centerville. He invited everyone to come attend the pancake breakfast and see what the radio operators can do.

Ms. Joyce Vitalo (1857 South 400 East) raised her concerns about a neighbor's home that does not fit into the neighborhood.

Ms. Denise Egbert (1866 Oakmont Drive) echoed Ms. Vitalo's concerns about the same home.

Mr. Steve Meyer (460 East Spring Creek Drive) expressed his appreciation for City employees for responding so quickly to water and street disasters. He told the Council that they should be very proud of those crews.

PENDING

The public comment section was closed at 7:11 p.m.

CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD JUNE 27, 2023

Councilmember Bradshaw made a motion to approve the minutes and Councilmember Price-Huish seconded the motion. The motion was approved with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

COUNCIL REPORTS

Councilmember Bradshaw reported that the SDRD Board voted to propose a 125% tax increase, and it passed five votes to three. She said that she and the representatives from Woods Cross and Centerville voted against it. She wanted everyone to be aware that there will be a Truth in Taxation hearing about it and encouraged people to attend and to make their voices heard.

Councilmember Price-Huish reported that the BDAC had a successful Summerfest in June, and that there are many fun classes and events still upcoming. Notably there will be a family art night on July 31.

Councilmember Bahr thanked Councilmember Bradshaw for her work on the SDRD Board.

Councilmember Higginson thanked his fellow Councilmembers for the representation they give to Bountiful on the various boards and committees they sit on. He also reminded everyone that they can call and have the mosquito abatement district spray for free at their homes this summer.

Mayor Pro Tem Bell reminded everyone that the Handcart Days parade will begin at 9:00 a.m. on Saturday and fireworks will be that evening. He thanked all of the volunteers who make Handcart Days possible. He also reported that the Summer Concert series is ongoing on Friday nights at 400 North Park.

BCYC REPORT

No report was given.

CONSIDER APPROVAL OF:

A. EXPENDITURES GREATER THAN $1,000 PAID JUNE 19 & 26, 2023

B. MAY 2023 FINANCIAL REPORT

Councilmember Higginson made a motion to approve the expenditures paid June 19 & 26, 2023, and Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

Councilmember Higginson made a motion to approve the May 2023 financial report and Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

RECOGNITION OF MS. KATHY LOVOI – CHIEF ED BIEHLER

Chief Ed Biehler explained that Ms. Kathy Lovoi recently retired from the Police Department after giving 35 years of service to Bountiful. He said that she sacrificed a lot and showed true dedication to the department and helped train three police chiefs, including himself. He said he owes her a debt of gratitude for everything she did for him personally and for all of the Police Department employees.

Ms. Lovoi expressed how grateful she was for the opportunity she was given to work at the Police Department. She also thanked the Council for their unwavering support of the police officers

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which has been felt and appreciated by everyone there. She told the Council that the leadership at the Police Department is fantastic and it has been great to watch Chief Biehler take over and get his team assembled.

Mayor Pro Tem Bell thanked Ms. Lovoi and expressed his gratitude for her years of service.

CONSIDER PRELIMINARY AND FINAL APPROVAL FOR THE HEALING GARDEN PLAT A OF THE BOUNTIFUL CEMETERY – MR. LLOYD CHENEY

Mr. Lloyd Cheney explained that the healing garden at the cemetery is an option for those who choose to be cremated and have their urn placed in a permanent location, like a granite boulder or a bench, etc. He said that Plat A is laid out much like a subdivision plat, it simply applies to burials instead of homes. Cemetery staff will keep a record of each improvement in each of the lots and who is using them. Mr. Cheney said that they believe 225 spaces is a conservative number, that it will probably yield more than that.

Councilmember Price-Huish said she thinks it has been done so beautifully and thoughtfully and shared her appreciation of the Parks and Cemetery Staff who worked on this.

Mr. Cheney gave credit to Mr. Brock Hill who is a landscape architect and put a lot of time and energy into designing this garden.

Councilmember Price-Huish made a motion to grant preliminary and final approval for the healing garden Plat A at the cemetery and Councilmember Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE PURCHASE OF AN INTERNATIONAL HX CAB AND CHASSIS FROM THE BOUNTIFUL CITY LANDFILL AND A 16' DUMP BODY FROM WILLIAMSEN-GODWIN TRUCK BODY COMPANY IN THE TOTAL AMOUNT OF $197,551 – MR. KRAIG CHRISTENSEN

Mr. Kraig Christensen explained that the Water Department budget for this year included the purchase of a dump truck replacement. The Landfill had purchased a truck, but it did not have enough power to meet their needs so they offered it to the Water Department. The Water Department agreed to take it and then got two bids for dump beds. The low bid was from Williamsen-Godwin Truck Body Company. Staff recommends approving the purchase from the landfill and from Williamsen-Godwin for the dump truck replacement.

Councilmember Bradshaw offered her kudos to the department heads who coordinated with one another so well to save the City money and find needed vehicles when it can be difficult to do so.

Councilmember Bradshaw made a motion to approve the purchases for a truck and dump body and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

PUBLIC HEARING TO RECEIVE INPUT WITH RESPECT TO THE ISSUANCE OF SALES TAX REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $47 MILLION TO FINANCE ALL OR A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING AND IMPROVING A FIBER OPTIC NETWORK IN BOUNTIFUL CITY – MR. GALEN RASMUSSEN

Mr. Galen Rasmussen explained that a public hearing must be held to receive input regarding the issuance of sales tax bonds prior to them being issued. No other action is required beyond holding the hearing.

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The public hearing was opened at 7:34 p.m.

Mr. Ray Naud (144 Viewcrest Circle) voiced his concern that fiber optic technology will become outdated and make this city-wide project obsolete. He also said he feels other providers can provide fast enough internet speeds to meet the needs of residents. He said he would like the bond to be on the ballot, even as a non-binding advisory question.

Mr. Scott Bradshaw (24 East 1400 South) said that he had UTOPIA fiber when he lived in Centerville and that it was great. He is excited to have it in Bountiful because he thinks those speeds are needed by the residents.

Mr. Jay Holt (132 W Sterling Drive) said that he feels fiber is the best solution, because 5G wireless providers will get saturated and slower if everyone tries to use them. He said that UTOPIA is the best option and he does not want to see any more delays with this project, especially because every city surrounding Bountiful already has fiber. He said he feels the Utah Taxpayers Association is misleading people with their petition and that it is wrong.

Mr. Steve Meyer (460 East Spring Creek Drive) said he believes having Bountiful own the fiber network is a great asset for the City and its residents and that not having fiber in Bountiful is a disadvantage to property owners here. He believes Bountiful has the experience necessary to run it. He said he hopes it does not get delayed any further because he knows how important that time-value of money is.

Mr. Vaun Andrus (2238 Penman Lane) said that he is happy to defer to the wisdom of the City Council members on this issue because they are the best ones to make an informed decision. He said he has been satisfied with their research of and their approach to the issue. He voiced his concern about misinformation being spread by signature gatherers.

Mr. Paul Child (69 Viewcrest Circle) expressed his concern that the fiber network will become a “dinosaur” and the City and its residents will be saddled with the debt. He asked the Council to be cautious and to consider if the network will last longer than the bond.

Mr. Jason Holt (3233 South 75 East) said he finds it shameful that Century Link only provides fiber to some houses. He said that he uses it and it works really well, but that he plans on switching to Bountiful Fiber once it becomes available. He feels that the Utah Taxpayers Association is clearly a lobbyist group and they do not represent him. He thinks Bountiful Fiber carries the promise of universal availability, and he would like to make the current providers actually compete for customers.

Ms. Holly Keddington (122 Viewcrest Drive) expressed her appreciation for the Utah Taxpayers Association for raising awareness and trying to put the bond on the ballot. She said she should have a say in the biggest bond the City has issued in 65 years, because it will affect her taxes. She expressed her concern that only 40% of homes will subscribe to Bountiful Fiber, but that if the majority of the people want it, they can vote for it on the ballot. She also said she does not feel Bountiful has the experience to run a fiber network.

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Ms. Connie Hadden (1821 Oakmont Drive) thanked the Utah Taxpayers Association for helping give her a chance to vote on the bond. She advised waiting another year or so for interest rates to go down. She said she feels a fiber internet network is a want, not a need. She feels there are plenty of providers in town who offer internet for less than the fiber network will cost people and she hopes people will vote no on the bond.

Mr. Ike Bradshaw (36 East 1400 South) said he is currently lucky enough to have fiber internet and that it is wonderful. He said he feels Bountiful City is good at looking toward the future and that they are doing so now, investing in a smart thing. He expressed his trust of the City Council and said he got a vote when he voted for them.

Ms. Linda Child (69 Viewcrest Circle) said that the bond is concerning to her because there are still many cities who are obligated to pay UTOPIA Fiber millions of dollars from many years ago when they failed to get the subscription rate they needed to pay for the network.

Mr. Rusty Cannon (President, Utah Taxpayers Association) said that they have been fighting against UTOPIA and government-owned fiber networks for over 20 years. He stated that their opposition to this project is based solely on the risk to taxpayers and is in keeping with their core principle that "government should never be in the business of business." He disputed the claim that they are swayed by big businesses or "dark money". He said there has been no secret agenda or effort to mislead people about the petition. He asserted that there is a way for cities to put revenue bonds on the ballot and that it was done just last year in Kaysville for their fiber network bond. Taxpayers voted it down and now a private company is building a network there. He still feels there is a risk in this project, and if the take rate is insufficient, the general fund will be drained paying for the debt for the next 30 years. He said that this will be on the ballot in November. He feels government owned broadband networks have inherent flaws that limit their success.

Mr. Nathan Long (945 East 500 South) said that he does not have anything against fiber, it is not antiquated or on its way out, but he does not think government should be involved in it. He feels residents should not be burdened down with a government-sponsored program when they don't want to use it. Government should not step in and drive private companies out of business. He feels that if the City feels that good about it, they should let the residents have a vote.

Ms. Brooke Freebairn (400 East) expressed her desire to see the project come to fruition and asked people to please consider their neighbors who do not currently have access to fiber internet. She feels that community means helping your neighbors have their needs met. She said there are big issues for many residents whose needs are not being met. She said she believes the Council has done their due diligence and they have made a good decision.

Mr. Gary Davis (2814 South 500 West) expressed his support of the fiber project.

The public hearing was closed at 8:12 p.m.

Mr. Gary Hill commented on some of the statements that were made. He said there is no authorizing language in state law to place the revenue bond on the ballot, but that there is an option to put a non-binding opinion question on the ballot. He said that just because Kaysville did it, does not

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mean it was legal for them to do that. Mr. Hill said that the City anticipates needing a 35% take rate to break even, but that they feel very comfortable they can achieve a higher take rate than that. He said that the City Council has talked repeatedly about the risks involved if the take rate is not met; there will be a general fund to pay for the investment, but once 35% is achieved the City will pay itself back. It is not free from risk, but neither was the power plant or the landfill or Town Square.

Mr. Hill said that since 2009, no bonding done by UIA (UTOPIA) has required any tax dollars to pay for it. The original UTOPIA cities used a different method that simply did not work. After 2009 they switched their model and every city since then has seen high enough take rates for the projects to pay for themselves. The Council was very skeptical of using UTOPIA at the start of the process, but now they feel very confident that they will be the best partner.

Mr. Jason Burningham was invited to explain more about those pre-2009 cities who are still indebted to UTOPIA. He explained that UTOPIA is now building them out and they are starting to catch up and move toward self-sustainability.

Councilmember Bradshaw thanked everyone who came to the meeting and spoke both in favor of or against the project, and to all who sent emails and texts and who called. She said she feels the Council owes the people an accounting of how they conduct themselves and how they use the taxpayers' assets. She feels the Councilmembers are the beneficiaries of the people who served before them and must be good stewards for the people who will serve after them. She expressed her gratitude for the people who thought to build the power plant and the landfill and the trails and parks, etc. She said she looks forward to this fiber network being completed and that it will be a great asset to the City of Bountiful. She then invited everyone to seek good and accurate information, saying they can always call or text her.

Councilmember Bell expressed his appreciation for his colleagues and the time they have spent debating and discussing this project. He said that above all, they want service that is reliable and accessible to everyone. He said he hopes they will be able to move forward on it soon.

CONSIDER APPROVAL OF THE PURCHASE OF A JOHN DEERE 624 P-TIER HIGH LIFT LOADER FROM HONNEN EQUIPMENT IN THE AMOUNT OF $219,377 – MR. CHARLES BENSON

Mr. Charles Benson explained that the Streets Department needs to replace one of its loaders. The loaders are critical to operations year-round but especially for loading the trucks during snow-plow season. The new loader can lift about a foot higher than the older models, which is nice to have because the new trucks are higher as well. The Streets Department plans to keep the 2015 loader as a backup and sell the 2000 loader at auction. This purchase is part of the 10-year capital plan for equipment replacement and is recommended by staff.

Councilmembers Higginson and Price-Huish both thanked Mr. Benson for keeping this purchase within budget.

Councilmember Price-Huish made a motion to approve the purchase of the loader from Honnen Equipment and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE PURCHASE OF A ONE-TON DUMP TRUCK CHASSIS AND BODY FROM YOUNG CHEVROLET IN THE AMOUNT OF $63,956 – MR. CHARLES BENSON

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Mr. Benson explained that it is also time to replace one of the one-ton service trucks with a dump body. He said they had a hard time finding one, but Young Chevrolet had one that will work at an excellent price. This purchase is part of the 10-year capital plan and is under budget as well.

Councilmember Higginson made a motion to approve the purchase of the truck body and chassis and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE PURCHASE OF A GLOBAL V6AIR VACUUM SWEEPER TRUCK FROM DAWSON INFRASTRUCTURE SOLUTIONS IN THE AMOUNT OF $354,606 – MR. CHARLES BENSON

Mr. Benson explained that street sweeping is one of the vital clean-up functions of the City, but wear-and-tear on the equipment is overwhelming. They requested quotes from several manufacturers but only received one viable quote back from Dawson Infrastructure Solutions. The Streets Department currently has another Global sweeper and Mr. Benson said it performs well and has been a good piece of equipment for them.

Councilmember Price-Huish asked what the life expectancy is for the sweepers. Mr. Benson said they feel fortunate to get five or six years out of them.

Councilmember Bradshaw made a motion to approve the purchase of the sweeper and Councilmember Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER APPROVAL OF THE PROPOSAL FROM ALL STAR STRIPING FOR THE 2023 PAVEMENT STRIPING CONTRACT AT THE UNIT PRICES NOTED IN THE BID TABULATION – MR. LLOYD CHENEY

Mr. Lloyd Cheney explained that the City stripes about 19 miles of roadway every year. The City has used All Star Striping in the past and staff is happy they were the low bid this year.

Councilmember Price-Huish noted that the striping this year will also be for the active transportation lanes on Bountiful Boulevard, which is exciting.

Councilmember Bradshaw made a motion to approve the proposal from All Star Striping and Councilmember Price-Huish seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

CONSIDER PURCHASE OF "DAD" THE DRAGON FROM THE ARTIST IN THE AMOUNT OF $30,600 – MR. GARY HILL

Mr. Gary Hill explained that the dragon statue currently sitting in Town Square on lease has received a warm welcome from the residents, so it is being proposed that the City purchase the statue. The purchase price is $30,600.

Councilmember Bradshaw expressed her support of the purchase.

Councilmember Price-Huish asked if Mr. Hill would explain the public art fund to everyone briefly.

Mr. Hill said that the Council adopted a policy a few years ago that allocates 1% of all capital fund projects to go toward public art. The current balance is about $130,000, and it has been a great way to slowly accrue money for art around town.

Councilmember Bell made a motion to approve the purchase of "Dad" the dragon and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

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ADJOURN

Councilmember Higginson made a motion to adjourn the regular session and Councilmember Bradshaw seconded the motion. The motion passed with Councilmembers Bahr, Bell, Bradshaw, Higginson and Price-Huish voting "aye."

The regular session was adjourned at 8:41 p.m.

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Mayor Kendalyn Harris

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City Recorder

PENDING

City Council Staff Report

Subject: Expenditures for Invoices > $1,000 paid
July 3 & 10, 2023
Author: Tyson Beck, Finance Director
Department: Finance
Date: July 25, 2023

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 July 3 & 10, 2023

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid July 3, 2023

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
5368	ACE DISPOSAL INCORPO	Recycle Collection Operations	585810	448010	Recycle Containers	522,600.00	234648	7/2/2023	Purchase of Recycling Carts
2008	DURA-CRETE INC	Water	515100	448400	Dist Systm Repair & Maint	1,267.00	234561	170785	Meter Box - Acct # BOU3385
13042	ENFUSION TECHNOLOG	Engineering	104450	425000	Equip Supplies & Maint	2,750.00	234650	230256	YRLY SOFTWARE MAINT AND UPDATE FEES
13042	ENFUSION TECHNOLOG	Planning	104610	425000	Equip Supplies & Maint	2,750.00	234650	230256	YRLY SOFTWARE MAINT AND UPDATE FEES
2141	FARWEST LINE SPECIAL	Light & Power	535300	448632	Distribution	4,483.25	234562	6719545	Lineman Equipment - Minus Sales Tax(Exempt)
6375	FLOWTECH P.C.S. LLC	Golf Course	555500	426100	Special Projects	7,709.77	234564	1824	Pumps & repair Kits for Bountiful Ridge Golf
2350	GREEN SOURCE, L.L.C.	Golf Course	555500	426100	Special Projects	3,916.00	234568	22941	Turf Treatment for Bountiful Ride Golf
2523	HONNEN EQUIPMENT COM	Landfill	575700	425000	Equip Supplies & Maint	1,175.88	234575	1490939	Misc. Parts & Supplies - Acct # 104094
2562	HYDRO SPECIALTIES CO	Water	515100	448650	Meters	2,216.14	234576	27064	Meter Setters for Bountiful City
2562	HYDRO SPECIALTIES CO	Water	515100	448650	Meters	2,283.48	234576	27074	Install Kits for Bountiful City
2727	JOHNSON, ALLEN R	Light & Power	535300	423000	Travel & Training	5,622.92	234581	06282023	Travel&Training Expense APPA Ntl Conf.
2727	JOHNSON, ALLEN R	Light & Power	535300	423002	Travel Board Members	7,764.26	234581	06282023	Travel&Training Expense APPA Ntl Conf.
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	26,953.68	234583	9907	Overlay 100 E to 225 E - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410	473200	Road Materials - Overlay	32,505.20	234583	9918	Overlay- from Main to 300 E - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100	461300	Street Opening Expense	5,995.04	234585	414768	Road Base - Customer # BCTY07399
3115	MILLARD, MARK	Storm Water	494900	448000	Operating Supplies	1,950.00	234590	88016	Tool Cart & Tools for Bountiful City
3375	OLYMPUS INSURANCE AG	Workers' Comp Insurance	646400	451000	W/C Reinsurance Premiums	90,516.00	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Legislative	104110	451100	Insurance & Surety Bonds	8,752.75	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Legal	104120	451100	Insurance & Surety Bonds	5,354.79	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Executive	104130	451100	Insurance & Surety Bonds	4,051.19	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Human Resources	104134	451100	Insurance & Surety Bonds	3,004.39	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Information Technology	104136	451100	Insurance & Surety Bonds	8,100.41	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Finance	104140	451100	Insurance & Surety Bonds	16,927.87	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Police	104210	451100	Insurance & Surety Bonds	106,795.30	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Streets	104410	451100	Insurance & Surety Bonds	54,729.67	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Engineering	104450	451100	Insurance & Surety Bonds	11,228.87	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Parks	104510	451100	Insurance & Surety Bonds	18,080.21	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Planning	104610	451100	Insurance & Surety Bonds	5,394.08	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Storm Water	494900	451100	Insurance & Surety Bonds	13,355.67	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Water	515100	451100	Insurance & Surety Bonds	46,361.86	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Golf Course	555500	451100	Insurance & Surety Bonds	20,959.07	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Sanitation	585800	451100	Insurance & Surety Bonds	13,738.69	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Redevelopment Agency	737300	451100	Insurance & Surety Bonds	1,491.05	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Landfill Operations	585820	451100	Insurance & Surety Bonds	21,171.53	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Cemetery	595900	451100	Insurance & Surety Bonds	6,437.25	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Liability Insurance	636300	451100	Insurance & Surety Bonds	706,782.00	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Light & Power	535300	451100	Insurance & Surety Bonds	264,368.94	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448613	Power Plant Operating Costs	104,398.00	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448627	Echo Hydro Operating Costs	28,138.91	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448628	Pineview Hydro Operating Costs	19,478.40	234651	16523	FY 2023-24 INSURANCE PREMIUMS
3375	OLYMPUS INSURANCE AG	Light & Power	535300	448631	Hydro Transmission	28,861.10	234651	16523	FY 2023-24 INSURANCE PREMIUMS
10034	RHOMAR INDUSTRIES, I	Storm Water	494900	425000	Equip Supplies & Maint	2,923.29	234612	104226	Shimmer & Shine Carwash - Acct # 25183
3812	SAFETY SUPPLY & SIGN	Streets	104410	441300	Street Signs	7,585.94	234616	185648	Street Sign Supplies- Customer ID 00330
4101	SUMMERS, PAUL C.	Light & Power	535300	423002	Travel Board Members	1,121.17	234624	06282023	Travel & Training Expense AAPA Ntl Conf.
13852	T & T CONSULTING	Police	104210	432000	Examination & Evaluation	1,400.00	234626	06/27/2023	Background & Polygraph Tests for New Hires
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	7,427.50	234628	2023100115095	Chlorine - Customer # C1303
4217	TITLEIST	Golf Course	555500	448240	Items Purchased - Resale	2,105.76	234629	916000079	Gloves - Acct # US00021802
4229	TOM RANDALL DIST. CO	Golf Course	555500	425000	Equip Supplies & Maint	2,038.31	234630	0363708	Fuel - Acct # 000276

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
4229	TOM RANDALL DIST. CO	Landfill	575700	425000	Equip Supplies & Maint	2,322.55	234630	0364109	Bulk Oil - Acct # 000138
8521	TYR TACTICAL, LLC	Police	104210	445100	Public Safety Supplies	12,110.23	234634	SO-00073270	Misc. Police Supplies - Cust ID Bountiful PD
4387	UTAH LEAGUE OF CITIE	Legislative	104110	421000	Books Subscr & Mmbrshp	33,131.18	234652	7/1/2023	2023-2024 Membership fee
10269	YAMAHA MOTOR FINANCE	Golf Course	555500	425100	Special Equip Maintenance	42,780.00	234654	RES18089009	GOLF CART LEASE BUYOUT, FINAL RESID PMT
10488	YOUNG FORD	Parks	454510	474500	Machinery & Equipment	48,917.00	234645	11S1834	New Ford F-250 Vin # 1FT7W2BA9PEC71697
					TOTAL:	2,404,283.55			

Expenditure Report for Invoices (limited to those outlined in staff report) >$1,000.00
Paid July 10, 2023

VENDOR	VENDOR NAME	DEPARTMENT	ACCOUNT		ACCOUNT DESC	AMOUNT	CHECK NO	INVOICE	DESCRIPTION
1415	BOUNTIFUL DAVIS ART	Legislative	104110	492010	Contr-Btfl/Davis Art Ctr	30,000.00	234660	07012023	Release of funds 1st half of Fiscal Yr 2023-2024
1415	BOUNTIFUL DAVIS ART	RAP Tax	838300	492020	RAP Tax Grant Award Payments	51,020.00	234660	07102023	FY 2024 RAP Tax Grant Award of Funds
3271	NETWIZE	Computer Maintenance	616100	429200	Computer Software	11,453.35	234685	24405	Virtual Server Licensing
3983	SOUTH DAVIS RECREATI	RAP Tax	838300	492020	RAP Tax Grant Award Payments	3,000.00	234697	07102023	Fiscal Yr 2023-2024 RAP TAX Grant Award
3985	SOUTH DAVIS SEWER DI	Police	104210	427000	Utilities	2,052.00	234698	07012023S	Account # 30884-00
4229	TOM RANDALL DIST. CO	Golf Course	555500	425100	Special Equip Maintenance	1,849.19	234705	0364344	Fuel - Acct # 000276
6483	TURF SOLUTIONS, INC	Golf Course	555500	426000	Bldg & Grnd Suppl & Maint	2,973.71	234706	4430	Sand in Bulk for Bountiful Ridge Golf
13321	ZOHO CORP	Computer Maintenance	616100	429200	Computer Software	9,013.50	234712	2376245	ManageEngine Service Desk Licensing Software
					TOTAL:	111,361.75			

City Council Staff Report

Subject: City Treasurer Appointment
Author: Tyson Beck, Finance Director
Date: July 25, 2023

Background
After serving as City Treasurer for the past nine years, Ted Elder has retired. Dallin Fredrickson has gone through the recruitment and interview process and has been selected to fill this vacancy.

Analysis
State code section 10-3-916(1)(a) states that:

> ..the mayor, with the advice and consent of the city council, shall appoint a qualified person to the office of city treasurer……all appointed officers shall continue in office until their successors are appointed and qualified.

Dallin is well qualified and will represent the City well in the City Treasurer role.

Department Review
The candidate review process was completed by the Finance Director, Assistant Finance Director, and the Assistant City Manager.

This staff report was reviewed by the City Manager.

Significant Impacts
Fills this employment vacancy within the Finance Department.

Recommendation
Staff recommends that the Mayor and City Council approve the appointment of Dallin Fredrickson to the City Treasurer position until such time as a successor is necessary.

Attachments
None

City Council
Staff Report

Subject: 2023 Bountiful Music and Arts Festival
Single Event Beer Permit Application
Author: Francisco Astorga, AICP, Business License Supervisor
Date: July 25, 2023

Background
Patrick Packer with the 2023 Bountiful Music and Arts Festival / Bountiful Main Street Merchants' Association submitted a Single Event Beer Permit Application to sell beer in a "beer garden" on Saturday September 16, 2023, during the 2023 Bountiful Music and Arts Festival on Main Street between 400 South and 500 South. The City is currently reviewing an Event Application where it is proposed to close off vehicular access to Main Street to accommodate a performing stage, food vendors, art vendors, and a beer garden (30'x30', approx.) in accordance with all rules, laws, and regulations established by the Utah Department of Alcoholic Beverage Services (DABS).

Analysis
A class "E" retail beer license (Single Event Beer Permit) entitles the licensee to sell beer at a single event, subject to the conditions set forth in the approval of the permit. The Single Event Beer Permit must be granted in conjunction with a valid license/certificate issued by the Utah DABS. The application meets the requirements included in Bountiful City Municipal Code § 5-7-103 Qualifications for License. The Police Department and City Attorney have reviewed the proposed application and have not found any criminal record or other obstacle that would prevent approval of this Single Event Beer Permit.

Department Review
This staff report was written by the Business License Supervisor (Planning Director) and reviewed by the City Attorney and City Manager.

Significant Impacts
Without an approved Local Consent from Bountiful City, the 2023 Bountiful Music and Arts Festival would be unable to sell beer during their programed event.

Recommendation
Approve the class "E" retail beer license (Single Event Beer Permit) for Saturday September 16, 2023, for the 2023 Bountiful Music and Arts Festival, Patrick Packer as the responsible owner / responsible manager for the license, subject to the following:

1. City Approval of the 2023 Bountiful Music and Art Festival Event Application
2. Adherence to all applicable laws, rules, and regulations required by the Utah Department of Alcoholic Beverage Services.

Attachments
1. None.

City Council Staff Report

Subject: Golf Maintenance Work Truck
Author: Brock Hill
Department: Golf Course
Date: 27 July 2023

Background

Bountiful Ridge Golf Course carries a reputation as being one of the premier public courses throughout the State. The expectation of maintaining the golf course at peak conditions, consistency, and playability has always been a top priority for City Officials, the golf professional, and the course maintenance staff. A critical part of a golf course and a feature that often sets Bountiful Ridge apart from others, is the maintained conditions of the course. Maintaining these conditions for turf health, consistency, and playability is a time- consuming process, one in which the maintenance staff relies heavily on their equipment.

Analysis

As part of the FY2024 budget, a new dump truck is scheduled for purchase in the Long-term Capital Equipment budget. However, staff has been working for the past two years to replace the work truck that is used by the course superintendent. Contact has been made with Performance Ford, Young Automotive, and Larry H. Miller Dodge, with favorable responses being received only from Young Automotive Group. Recently, one truck became available through Young Automotive Group. Given the need for the work truck, which is used for travel by the superintendent, picking up course supplies and equipment, and general maintenance operation support, staff is requesting to purchase this work truck in place of the 1-ton dump truck.

Because of the current automobile industry volatile pricing, unpredictability, delays, and shortage of vehicle availability staff contacted the City Manager seeking administrative approval to move forward with the purchase. Approval was given as per policy and the truck was delivered to the Golf Course on 11 July 2023.

Department Review

The review was completed by the Golf, Parks, and Engineering Departments

Significant Impacts

There are sufficient funds in the FY2024 Capital budget for this purchase.

Recommendation

Staff proposes Council approve the purchase of a 2022 Chevrolet Silverado 3500HD 4WD Crew Cab pickup truck from Young Automotive group purchased under State Contract number MA3799 for the price of $58,854.00.

Attachments

None (quote is available upon request)

Council Staff Report

Subject: Final Subdivision Approval for the Bement Canyon Estates Subdivision
Address: 1400 East Canyon Creek Dr.
Author: City Engineer, City Planner
Department: Engineering, Planning
Date: July 25, 2023

Background
Brent Bement, Applicant, is requesting Final Approval of a one lot subdivision located at the eastern end of Canyon Creek Road. The proposed 2.0 acre lot was granted Preliminary Approval by the City Council on May 9, 2023.

Analysis
Access and General Information: The proposed 2 acre lot has frontage along and access from the 54 foot wide "public highway" (the extension of Canyon Creek Drive) created by the 1999 court decision which clarified public access to the roadway in the bottom of the canyon. This right-of-way is included in the property previously purchased by the City and is accommodated in the design and layout of the new cul-de-sac and trail improvements. This right-of-way continues eastward across the width of the remainder parcel. The plat identifies a small area which is dedicated to the City to accommodate the construction of the cul-de-sac which is currently under construction for the North Canyon Trailhead project.

Utilities: The proposed development can be served by all necessary utilities. As previously noted, the elevation of the proposed lot is the highest area which can be served (culinary) water at the minimum pressure of 40 psi. Depending on the configuration of a single-family dwelling, it may be necessary for Mr. Bement or future owners to install a pressure tank and pump system in the house to boost pressures to higher levels. Irrigation needs will be met through the City's culinary water system as pressure irrigation systems do not serve this area. Impacts from storm drainage are expected to be minimal, based on the City Engineer's expectation that the area of disturbance for the proposed parcel will not exceed one acre.

Lot Analysis: Current lot size requirements for the R-F zone are based on the average slope of the proposed lot. The Applicant's engineer has determined that the average slope falls within the range of 20-25%, which necessitates the 2 acre minimum lot size. The proposed lot exceeds the minimum requirements for lot width and buildable area, since most of the proposed lot has a slope which is less than 30%.

Conditional Use: Subdivisions in the Foothill subzone are required to receive a Conditional Use Permit as part of the approval process. The Planning Commission approved the Conditional Use Permit at their meeting last Tuesday (July 18, 2023).

Variance: As part of the Preliminary Approval, the City Council required the applicant to receive a variance to relieve the requirement for a development to have 2 access points. The required variance was granted by the Planning Commission on June 20, 2023.

Future Development: Further development of the remaining 69.42 acres will be constrained by the following conditions:

1. Meeting lot size and slope requirements of the Residential Foothill zone.
2. Identification of appropriately sized building pad.
3. Expansion of the culinary water system to serve the proposed development for residential services, and to provide fire protection.
4. Providing a second access per 14-4-117 E (1).

The applicant has indicated that he has no further ambitions to develop the remainder parcel for residential uses.

Department Review

This memo has been reviewed by the City Attorney, the Planning Director and Planning Department staff.

Recommendation

Staff recommends the City Council grant Final Approval of the Bement Canyon Estates Subdivision.

Significant Impacts

None

Attachments

1. Aerial photo showing the proposed location
2. A copy of the final plat.

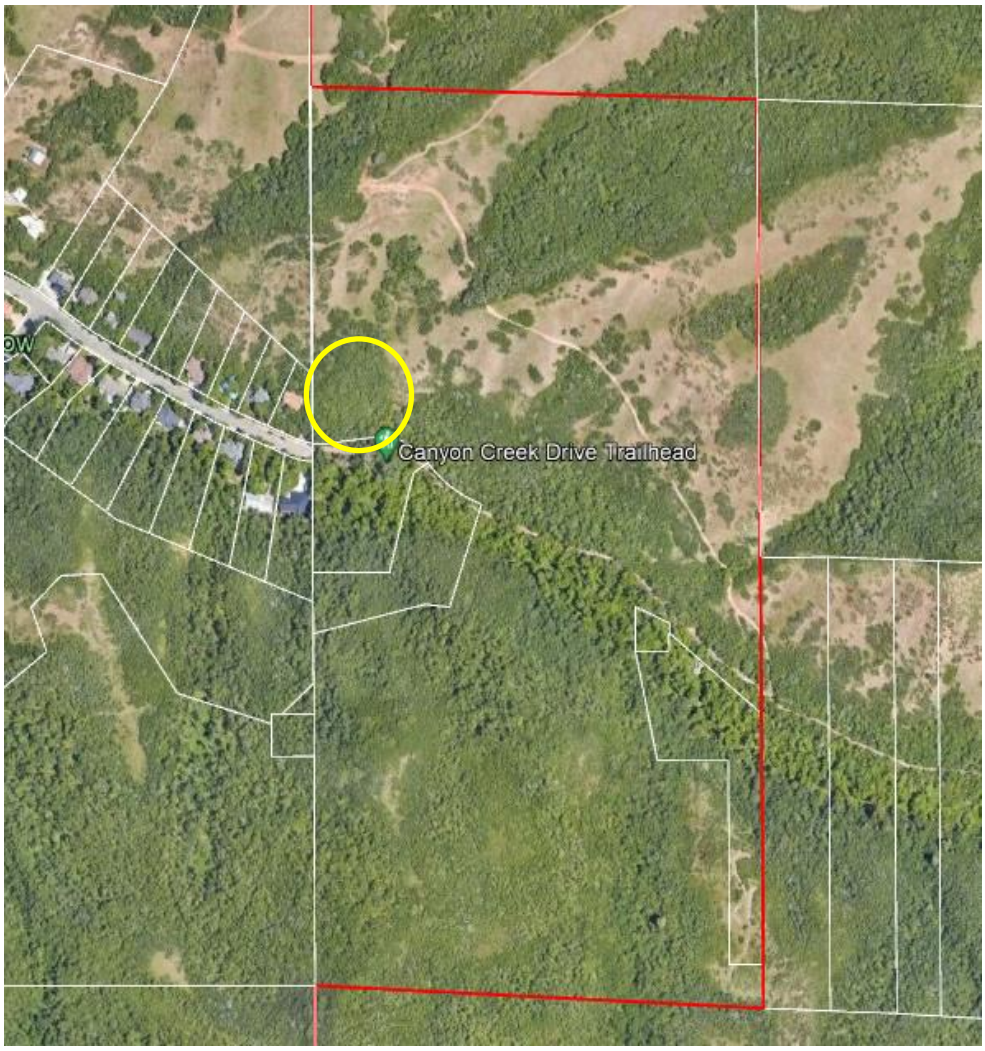
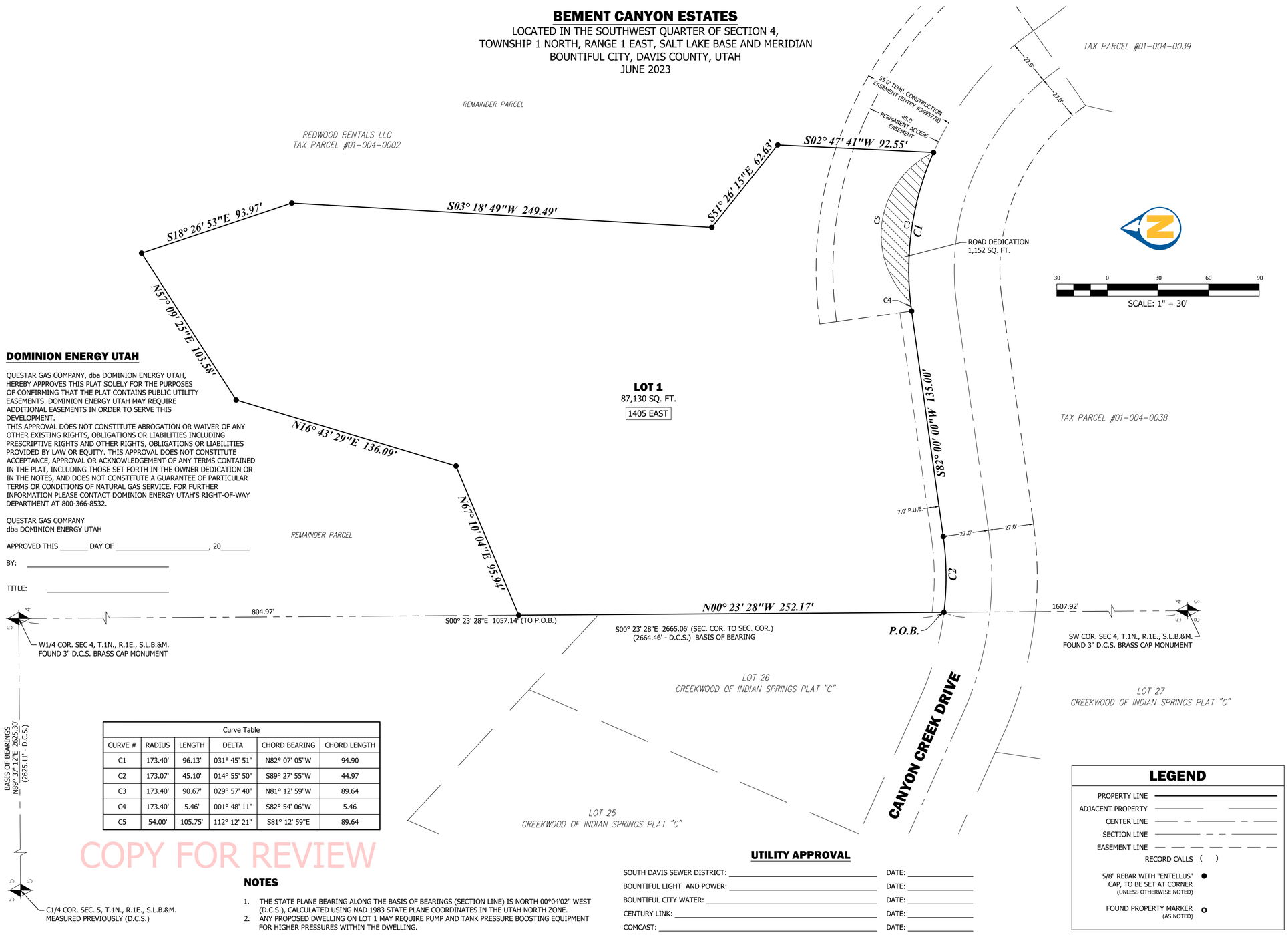


Figure 1 General Location of Bement's Proposed Subdivision

Figure 2 Proposed Lot with Google Earth

BEMENT CANYON ESTATES

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
BOUNTIFUL CITY, DAVIS COUNTY, UTAH
JUNE 2023



DOMINION ENERGY UTAH

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT.
THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

APPROVED THIS _____ DAY OF _____, 20_____

BY: _____

TITLE: _____

Curve Table					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	173.40'	96.13'	031° 45' 51"	N82° 07' 05"W	94.90
C2	173.07'	45.10'	014° 55' 50"	S89° 27' 55"W	44.97
C3	173.40'	90.67'	029° 57' 40"	N81° 12' 59"W	89.64
C4	173.40'	5.46'	001° 48' 11"	S82° 54' 06"W	5.46
C5	54.00'	105.75'	112° 12' 21"	S81° 12' 59"E	89.64

COPY FOR REVIEW

NOTES

1. THE STATE PLANE BEARING ALONG THE BASIS OF BEARINGS (SECTION LINE) IS NORTH 00°04'02" WEST (D.C.S.), CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
2. ANY PROPOSED DWELLING ON LOT 1 MAY REQUIRE PUMP AND TANK PRESSURE BOOSTING EQUIPMENT FOR HIGHER PRESSURES WITHIN THE DWELLING.

UTILITY APPROVAL

SOUTH DAVIS SEWER DISTRICT: _____ DATE: _____
BOUNTIFUL LIGHT AND POWER: _____ DATE: _____
BOUNTIFUL CITY WATER: _____ DATE: _____
CENTURY LINK: _____ DATE: _____
COMCAST: _____ DATE: _____

LEGEND

PROPERTY LINE
ADJACENT PROPERTY
CENTER LINE
SECTION LINE
EASEMENT LINE
RECORD CALLS ( )
5/8" REBAR WITH "ENTELLUS" CAP, TO BE SET AT CORNER (UNLESS OTHERWISE NOTED)
FOUND PROPERTY MARKER (AS NOTED)

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS BEMENT CANYON ESTATES AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

COPY FOR REVIEW

JEREMIAH R. CUNNINGHAM, P.L.S. UT #9182497

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 00°23'28" EAST 1057.14 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 26, CREEKWOOD OF INDIAN SPRINGS PLAT "C" SUBDIVISION, AND RUNNING THENCE NORTH 00°23'28" WEST 252.17 FEET ALONG SAID SECTION LINE AND ALONG THE EAST LINE OF SAID LOT 26 AND ITS EXTENSION; THENCE NORTH 67°10'04" EAST 95.94 FEET; THENCE NORTH 16°43'29" EAST 136.09 FEET; THENCE NORTH 57°09'25" EAST 103.58 FEET; THENCE SOUTH 18°26'53" EAST 93.97 FEET; THENCE SOUTH 03°18'49" WEST 249.49 FEET; THENCE SOUTH 51°26'15" EAST 62.63 FEET; THENCE SOUTH 02°47'41" WEST 92.55 FEET TO THE NORTH LINE OF THE PROPERTY CONVEYED TO BOUNTIFUL CITY AS ENTRY #3311305, DAVIS COUNTY RECORDER; THENCE ALONG THE NORTH LINE OF SAID CONVEYANCE THE FOLLOWING THREE (3) CALLS;
(1) WESTERLY 96.13 FEET ALONG THE ARC OF A 173.40-FOOT RADIUS CURVE TO THE LEFT, (CHORD BEARING AND DISTANCE=NORTH 82°07'05" WEST 94.90 FEET, CENTRAL ANGLE=031°45'51");
(2) SOUTH 82°00'00" WEST 135.00 FEET; (3) WESTERLY 45.10 FEET ALONG THE ARC OF A 173.07-FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING AND DISTANCE = SOUTH 89°27'55" WEST 44.97 FEET, CENTRAL ANGLE = 014°55'50") TO THE SECTION LINE AND TO THE POINT OF BEGINNING.

CONTAINS 2.000 ACRES

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED LAND, HAVING CAUSED THE SAME TO THE SUBDIVIDED INTO LOTS AND STREETS TO BE KNOWN AS BEMENT CANYON ESTATES, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT TO THE CITY THAT THE SAME ARE FREE OF ALL ENCUMBRANCES THAT COULD INTERFERE WITH THEIR USE AS HEREIN DEDICATED.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF_____, 20_____.

_____
BRENT BEMENT, MEMBER
REDWOOD RENTALS LLC

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20_____, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, BRENT BEMENT, WHO DULY ACKNOWLEDGED TO ME HE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

NOTARY PUBLIC:_____

RESIDENCE:_____

MY COMMISSION EXPIRES:_____

CONSENT TO RECORD

WE, THE UNDERSIGNED HOLDERS OF A TRUST DEED ON THE ABOVE-DESCRIBED LAND, WHICH IS DATED _____ AND RECORDED AT BOOK _____ ON PAGE _____ AS ENTRY NUMBER _____ OF THE RECORDS OF DAVIS COUNTY, DO HEREBY CONSENT TO THE CREATION OF THIS SUBDIVISION, AND DO HEREBY CONSENT TO THE OWNER'S DEDICATION STATED ON THIS PLAT, AND DO HEREBY JOIN IN THE DEDICATION TO THE PERPETUAL USE OF THE PUBLIC ALL PARCELS SHOWN AS INTENDED FOR PUBLIC USE.

NAME: _____ DATE _____

CORPORATE ACKNOWLEDGMENT

ON THE ____ DAY OF _____, 20_____ THERE PERSONALLY APPEARED BEFORE ME, _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____ COMPANY AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

Entellus
1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
PROJECT #2072001 2023/05/25 JRC 2023/06/01 DEW

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH, ON THIS _____ DAY OF _____, 20_____.

CITY RECORDER ATTEST:_____
MAYOR: _____

CITY ENGINEER'S APPROVAL

APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS _____ DAY OF _____, 20_____.

_____
BOUNTIFUL CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY, THIS _____ DAY OF _____, 20_____.

_____
PLANNING DIRECTOR

CITY ATTORNEY'S APPROVAL

APPROVED ON THIS _____ DAY OF _____, 20_____.

_____
BOUNTIFUL CITY ATTORNEY

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20_____
AT _____ IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____
DEPUTY

City Council Staff Report

Subject: HVAC Controllers
Author: Chief Biehler
Department: Police Department
Date: July 18, 2023

Background

The following is a request to approve the purchase of a replacement controller unit that controls the (HVAC) system. This replacement was planned for and included in our FY 2023 budget.

Analysis

Over the last couple of years, we have been changing out various components to the HVAC system for the entire Public Safety Building. Last year the air conditioner was replaced. During that process we learned that the devices that control the HVAC were going bad and were outdated. These controllers ran the originally installed HVAC system.

With advice from city building maintenance, we asked for bids to replace the HVAC controllers. Two companies submitted bids. The two bids we did get back are as follows:

Johnson Controls submitted a bid with a price of $37,181. CCI submitted a bid with a price of $48,758. We were recently contacted by Johnson Controls to let us know that on July 20, 2023, they would be increasing their costs by 20%. I met with the City Manager and was given authorization to sign an agreement with Johnson Controls to make the order before the price was increased 20%. Johnson Controls was the original low bid as well.

Department Review

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

Significant Impacts

Sufficient funds are currently budgeted.

Recommendation

I respectfully request your approval to purchase the HVAC controllers from Johnson Controls for $37,181. Thank you for your consideration in this matter.

Attachments

Available to review upon request.

City Council Staff Report

Subject: School Resource Officer Interlocal Agreement
Author: Chief Biehler
Department: Police Department
Date: July 18, 2023

Background

In 2021, Bountiful City and the Board of Education of Davis School District entered an Interlocal Agreement for School Resource Officers. That agreement was in effect for a period of five years. Changes have been made to the Interlocal Agreement that will require us to update the agreement and resolution.

Analysis

The Interlocal Agreement that we are requesting to be entered into will be in effect for five years. It designates the schools that School Resource Officers will be provided by the Bountiful Police Department (Bountiful High, Viewmont High, Bountiful Junior High, Mueller Park Junior High, Millcreek Junior High, South Davis Junior High). The agreement outlines the responsibilities of the School District, the City, and the Police Officers. It also discusses how the District will annually compensate the City for School Resource services. This agreement closely resembles the previous agreement. Any changes that were deemed more significant were made due to legislative rules regarding the role of a School Resource Officer.

Department Review

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

Significant Impacts

None

Recommendation

Staff recommends City Council approval of Resolution 2023-10 adopting an Interlocal Agreement for School Resource Officers in Davis School District Schools located within Bountiful.

Attachments

-Resolution 2023-10
-Bountiful City and Board of Education of Davis School District Interlocal Agreement.

BOUNTIFUL

MAYOR
Kendalyn Harris
CITY COUNCIL
Millie Segura-Bahr
Jesse Bell
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

BOUNTIFUL CITY, UTAH
RESOLUTION NO. 2023-10

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS IN BOUNTIFUL CITY.

WHEREAS, the Interlocal Cooperation Act, set forth at Utah Code Ann. §§ 11-13-101, et seq., as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements as necessary to promote the common interests of the entities; and

WHEREAS, Bountiful City, and the Davis School District are organized, and existing as public agencies and political subdivisions as defined in the Utah Code; and

WHEREAS, the District owns educational facilities and provides educational services to children residing and attending school within Bountiful City; and

WHEREAS, the City employs trained law enforcement officers qualified to act as School Resource Officers; and

WHEREAS, the District has need for School Resource Officers to perform law enforcement related services in connection with its facilities and programs; and

WHEREAS, the City and the District are desirous of entering into an interlocal agreement for their mutual benefit and for the purpose of more efficiently and effecting providing School Resource Officers on District property and in connection with District Programs; and

WHEREAS, the Bountiful City Council finds that entering into the interlocal agreement with the District for School Resource Officers within schools located within Bountiful City is in the interests of the health, safety, and welfare of Bountiful and its citizens.

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

Section 1. **Agreement Approved.** The Bountiful City Council hereby approves the attached Interlocal Cooperation Agreement between Bountiful City and the Board of Education of Davis School District for School Resource Officers in Bountiful City.

Section 2. **Mayor Authorized to Execute.** The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to implement the Agreement.

Section 3. **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 4. **Effective Date.** This Resolution shall become effective immediately upon its passage. The Agreement shall take effect as described therein.

APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 25TH DAY OF JULY, 2023.

_____
Kendalyn Harris, Mayor

ATTEST:

_____
Shawna Andrus, City Recorder

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
BOUNTIFUL CITY

THIS AGREEMENT is made and entered into this 18th day of August 2023, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the "District"), and BOUNTIFUL CITY CORPORATION, located in Bountiful, Davis County, State of Utah, (hereinafter referred to as the "City"), as follows:

RECITALS

I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

II. The City is a Municipal Corporation organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.

III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.

IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SROs).

V. The District has need for SROs to perform law enforcement related services in connection with its facilities and programs.

VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SROs on District property and in connection with District programs.

AGREEMENT

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

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section 17 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SROs to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

B. To provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; emphasize the use of restorative approaches to address negative behavior; and at the request of the District, teach a vocational law enforcement class;

C. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school; and

D. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

E. To increase cooperation between the City and the District for the shared purposes of maintaining safe schools; improving school climate; and supporting educational opportunities for students.

5. DESIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign six (6) of its law enforcement officers to act as and provide SRO's services during the term of this Agreement as follows:

Bountiful High School – One full-time SRO;

Viewmont High School – One full-time SRO;

Bountiful Junior High School – One part-time SRO;

Mueller Park Junior High School – One part-time SRO;

Millcreek Junior High School – One part-time SRO; and

South Davis Junior High School – One part-time SRO;

B. Both Parties agree to jointly discuss SRO applicants. SROs shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement;

C. The City will, at least annually seek out and accept feedback from the District about an SRO's performance. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of action, or employment practices brought

by SROs;

D. In the event an SRO is absent from work, the City agrees upon request from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence; and

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SROs pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

A. Shall be a sworn law enforcement and should have at least two years of law enforcement experience;

B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SROs;

C. Shall be capable of conducting in-depth criminal investigations;

D. Shall possess even temperament and set a good example for students; and

E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SROs are intended to provide the following services pursuant to the terms of this Agreement.

A. To protect lives and property for the citizens and public school students of the District;

B. To enforce federal, state, and local criminal laws and ordinances within their jurisdiction;

C. Shall not enforce school administrative regulations. Infractions of school rules

should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law;

D. To investigate criminal activity committed on or adjacent to school property;

E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

F. To answer questions that students may have about Utah criminal or juvenile laws;

G. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;

I. To provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;

L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;

M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voicemail, and cellular phones. Voicemail and e-mail should be checked each working day for any broadcast messages;

N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. <u>CHAIN OF COMMAND</u>

As employees of the City, SROs shall follow the chain of command as set forth in the Bountiful City Police Department Policies and Procedure Manual. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

Both the SRO and the Principal or his/her designee will jointly complete the SRO training described in UCA 53G-8-702.

Training of SROs for the purpose of maintaining their law enforcement certification shall be at the direction of the City.

The District may also provide training in Board of Education Policies, regulations, and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City;

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO;

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties;

D. Communication. The City agrees to provide SROs with the necessary communication equipment; and

E. The school should provide the SRO with a desk, chair, computer; office work area;

and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between the City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

A. The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law;

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may refer the student to a prosecuting attorney or a court of law only if the minor allegedly committed the same offense on school property on two previous occasions; and the minor was referred to an evidence-based alternative intervention, or early intervention youth services, as described in UCA 53G-8-211(3).

C. Notwithstanding section 13B, when investigating an alleged traffic offense that is an infraction, the SRO may refer the minor to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense without referral to evidence-based alternative interventions, or early intervention youth services.

D. An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

E. Students are entitled to the rights regarding searches, questioning, arrests, and information privacy as described in District Policy 5S-100, and as otherwise outlined in State and Federal law.

14. ACCESS TO EDUCATION RECORDS

A. SROs shall be designated as "law enforcement units" for the purposes of school

records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SROs for the purpose of maintaining safe schools;

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law;

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations;

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence; and

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law.

15. ACCESS TO SECURITY FEED

A. To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter "Security Feed") to the City's Police Department employees. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to City employees by which they can access the Security Feed;

B. The City may not allow its employees to view Security Feeds of schools located outside their City's jurisdiction. The City may not allow employees to use another employee's

account. The City must report to the District any security concern as soon as possible; and

C. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

16. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting their respective activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

17. TERMINATION PROVISIONS

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

18. ASSIGNMENT

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

19. BINDING

This Agreement shall be binding upon and inure to the benefit of the parties hereto and

their respective officers, agents, employees, representatives, successors, and assigns.

20. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

21. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party and their employees under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

22. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a party hereto.

23. SEVERABILITY

If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. APPROVAL BY GOVERNING BODY

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

25. ENTIRE AGREEMENT

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

26. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

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

27. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and Bountiful City Chief of Police shall be involved.

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

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal Cooperation Agreement the day and year first above written.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

_____
ELIZABETH MUMFORD
President

BOUNTIFUL CITY

_____
KENDALYN HARRIS
Mayor

ATTEST:

_____
CRAIG CARTER
Business Manager

_____
GARY R. HILL
City Manager

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

_____
BENJAMIN ONOFRIO
General Counsel

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

_____
CLINTON DRAKE
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me ELIZABETH MUMFORD and CRAIG CARTER, who being by me duly sworn did say, each for himself, that she, Elizabeth Mumford, is the President of the Board of Education of Davis School District, and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf of the Board by authority of the Board and Elizabeth Mumford and Craig Carter each duly acknowledged to me that the Board executed the same and that the seal affixed is the seal of the Board.

_____
NOTARY PUBLIC
Residing at:
My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me, KENDALYN HARRIS and GARY R. HILL, who being by me duly sworn did say, each for his or herself, that she, Kendalyn Harris, is the Mayor, and that he, Gary R. Hill, is the City Manager, and that the foregoing instrument was signed on behalf of Bountiful City and each did duly acknowledge that Bountiful City executed the same and that the seal affixed is the seal of Bountiful City Corporation.

_____
NOTARY PUBLIC
Residing at:
My Commission Expires: