

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

City Council
James Ahlstrom
Dell Butterfield
Kelly Enquist
Jenn Nielsen
Mark Preece

550 North 800 West
West Bountiful, Utah 84087

Phone (801) 292-4486
FAX (801) 292-6355
www.WBCity.org

City Recorder
Remington Whiting

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM ON TUESDAY, AUGUST 6, 2024, AT THE CITY OFFICES

Invocation/Thought – Dell Butterfield; Pledge of Allegiance – James Ahlstrom

1. Approve Agenda.
2. Youth City Council Swearing In – 2024-2025 Term
3. Public Comment - Two minutes per person; five minutes if on behalf of a group.
4. ~~Introduction and Presentation by HF Sinclair Refinery Manager.~~ Cancelled
5. Ordinance #492-24 – An Ordinance Enacting Title 9.05 of West Bountiful Municipal Code Related to Local Emergencies.
6. Master Agreement with Utah Department of Transportation for FrontRunner Strategic Double-Track Project.
7. Meeting Minutes from August 6th, 2024.
8. Staff Reports–Police, Public Works, Engineering, Community Development, Admin.
9. Mayor/Council Reports.
10. Closed Session, if necessary, for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
11. Adjourn.

The above agenda was posted on the State Public Notice website (Utah.gov/pmn), the city website (WBCity.org), posted at city hall, and emailed to the Mayor and City Council on August 16th, 2024, by Remington Whiting, City Recorder.

MEMORANDUM



TO: Mayor and City Council

DATE: August 14, 2024

FROM: Brandon Erekson, Chief of Police

RE: **Emergency Powers City Code Addition**

This memo presents a proposed city code addition addressing the declaration of a local emergency.

The proposed ordinance outlines the statutory powers for the mayor or the emergency interim successor to declare a state of local emergency in accordance with state code. It outlines the powers the mayor may execute during the emergency, the line of succession, and penalties for failing to follow a lawful order. These elements will also be included in the city emergency operations plan.

The city's Emergency Preparedness Advisory Committee has previously reviewed a draft and provided input.

WEST BOUNTIFUL CITY

ORDINANCE #492-24

AN ORDINANCE ENACTING TITLE 9.05 OF WEST BOUNTIFUL MUNICIPAL CODE RELATED TO LOCAL EMERGENCIES

WHEREAS, Utah Code Annotated §53-2a-208 authorizes, under certain circumstances, the mayor to declare by proclamation a state of emergency; and

WHEREAS, the City Council has the authority to adopt this ordinance pursuant to Utah Code Annotated 10-3-702, and hereby exercises its legislative powers in so doing; and

WHEREAS, these amendments will protect and improve the health, safety, and welfare of the residents and visitors of West Bountiful:

NOW THEREFORE, BE IT ORDAINED by the City Council of West Bountiful that that the West Bountiful Municipal Code Title 9.05 be enacted as shown in exhibit A.

The provisions of the code shall be severable, and if any provision thereof, or the application of such provision under any circumstance is held invalid, it shall not affect any other provisions of this code or the application in a different circumstance.

This ordinance shall become effective upon signing and posting.

ADOPTED August 20th, 2024.

By:

Kenneth Romney, Mayor

<u>Voting by the City Council:</u>	<u>Aye</u>	<u>Nay</u>
Council member Ahlstrom	_____	_____
Council member Butterfield	_____	_____
Council member Enquist	_____	_____
Council member Nielsen	_____	_____
Council member Preece	_____	_____

ATTEST:

Remington Whiting, Recorder

SECTION: LOCAL EMERGENCIES

9.05.010: Proclamation

9.05.020: Effectiveness and Continuation or Renewal of Local Emergency

9.05.030: Powers in a Local Emergency

9.05.040: Emergency Interim Succession

9.05.050: Determination of Unavailability

9.05.060: Effective Date, Filing, and Public Notice

9.05.070: Temporary Emergency Location for the Principal Office

9.05.080: Penalty for Violation of Emergency Proclamation, Rule or Order

9.05.010: PROCLAMATION:

A. The mayor (or the mayor's emergency interim successor) may declare a local emergency by proclamation accordance with *Utah Code Ann.* § 53-2a-208. The proclamation shall state: (1) the nature of the local emergency; (2) the area or areas of the city that are affected or threatened; and (3) the conditions which caused the local emergency.

B. If the mayor is not personally present to sign the proclamation of local emergency and the mayor orally or by electronic message directs another person to sign the proclamation on the mayor's behalf, such person shall sign the proclamation with the mayor's name followed with the notation "By Direction of the Mayor" and the other person's signature and printed name.

9.05.020: EFFECTIVENESS AND CONTINUATION OR RENEWAL OF LOCAL EMERGENCY:

A proclamation of local emergency is effective upon signature and continues in effect until it expires by its terms or is rescinded, continued, or renewed. A proclamation of local emergency shall not be adopted, continued, or renewed for a period in excess of thirty (30) days except by resolution of the city council. Any proclamation or resolution adopting, rescinding, continuing, or renewing a local emergency shall be filed promptly with the city recorder. Public notice shall be given by the best practicable means under the circumstances.

9.05.030: POWERS IN A LOCAL EMERGENCY:

In conjunction with a proclamation of local emergency and while a proclamation of local emergency is in effect, the mayor (or the mayor's emergency interim successor) may exercise the following powers by proclamation:

A. Issue such orders as are imminently necessary for the protection of life and property, including those authorized in state code;

B. Utilize all available resources of the city as reasonably necessary to manage the local emergency;

C. Employ measures and give direction to local officers and agencies which are reasonable and necessary to secure compliance;

D. If necessary for the preservation of life, order the evacuation of people from any stricken or threatened part of the city; provided, that if the mayor or his or her emergency interim successor is unavailable, the police chief (or the police chief's emergency interim successor) may issue an urgent order for evacuation, if the evacuation is necessary for the preservation of

life and does not exceed thirty-six (36) hours. Once the mayor (or the mayor's emergency interim successor) becomes available, the mayor (or the mayor's emergency interim successor) may ratify, modify or revoke the order given by the police chief (or the chief's emergency interim successor);

E. Control ingress and egress to and from any part of the city, including controlling the movement of persons within an emergency or disaster area and ordering the occupancy or evacuation of premises in such area;

F. Clear or remove debris or wreckage that is an immediate threat to public health, public safety, or private property;

G. Invoke the provisions of any mutual aid agreements entered into by the city;

H. Request assistance of political subdivisions participating in the statewide mutual aid system, pursuant to the statewide mutual aid act, *Utah Code Ann.* §§ 53-2-501 to 53-2-510 or any successor provisions;

I. Adopt a curfew upon all or any portion of the city requiring all persons in designated curfew areas to forthwith remove themselves from the public streets, alleys, parks or other public places during the specified times; provided, however, that physicians, nurses and ambulance operators performing medical services, utility personnel performing essential public services, firefighters, and city authorized or requested law enforcement officers and personnel may be exempted from such curfew;

J. Close any business establishment anywhere within the city for the period of the emergency, which businesses may include those selling or dispensing intoxicating liquors or beer; gasoline or other flammable liquids or combustible products; or other products creating a potential of personal harm or property damage, except as prohibited by Utah state code with respect to firearms and ammunition;

K. Close all social clubs or taverns or portions thereof where the consumption of intoxicating liquor and/or beer is permitted;

L. Discontinue the sale of intoxicating liquor and/or beer;

M. Designate any public street, thoroughfare, alley, park or vehicle parking areas closed to motor, bicycle, and pedestrian traffic;

N. Call upon regular and auxiliary fire or law enforcement agencies and organizations, within or outside of the city, to assist in preserving and keeping the peace within the city;

O. Suspend temporarily specific provisions of city ordinances, policies, or executive orders, during the local emergency if, but only to the extent that, compliance with such provisions would prevent, hinder, or delay action necessary to cope with the local emergency, subject to superior state and federal constitutions, laws, or regulations.

9.05.040: EMERGENCY INTERIM SUCCESSION:

Notwithstanding any other provision of law, if the mayor is unavailable, an emergency interim successor shall exercise the powers and duties of the mayor according to the order of succession designated by the mayor. If the mayor or any other city government officer has not designated an emergency interim successor, the order of succession shall be: (a) the mayor, (b) the mayor *pro tempore*, (c) the city administrator, and (d) the police chief. An emergency interim successor shall exercise the powers of the mayor only until the mayor or a person earlier in the

order of succession is no longer unavailable. If any other city official is unavailable, an emergency interim successor shall exercise such official's powers as provided in state law.

9.05.050: DETERMINATION OF UNAVAILABILITY:

A. In the event of a dispute as to whether the mayor is unavailable for purposes of this chapter, a determination shall be made by the city attorney (or the city attorney's emergency interim successor). In the case of all other executive branch officials for whom emergency interim successors have been designated, the determination of unavailability in the case of dispute shall be made by the mayor (or the mayor's emergency interim successor). The decision by the mayor or the city attorney or their emergency interim successors, as the case may be, shall be final. A determination of unavailability shall be promptly filed with the city recorder.

B. All other factual disputes arising under this chapter concerning an executive branch official shall be adjudicated by the mayor (or the mayor's emergency interim successor) except those factual disputes concerning the mayor (or the mayor's emergency interim successor), which shall be adjudicated by the city attorney (or the city attorney's emergency interim successor). The decision by the mayor or the city attorney or their emergency interim successors, as the case may be, shall be final. Any such decision shall be promptly filed with the city recorder.

9.05.060: EFFECTIVE DATE, FILING, AND PUBLIC NOTICE:

All orders, rules and regulations promulgated under section [9.05.030](#) shall become effective immediately upon filing with the city recorder. Public notice shall be given by the best practicable means available under the circumstances.

9.05.070: TEMPORARY EMERGENCY LOCATION FOR THE PRINCIPAL OFFICE:

A. Whenever, due to emergency resulting from the effects or imminent threat of a disaster, it becomes imprudent, inexpedient, or impossible to conduct the affairs of the city government or any individual office, department, division, or public body of city government at its current principal office or place of governance, the mayor (or the mayor's emergency interim successor) may, by proclamation declare an emergency temporary location for the principal office of such office or place of governance, department, division or public body, either within or without the jurisdiction of the city, but within the State of Utah.

B. Any proclamation of temporary emergency location of the principal office of the city council shall remain in effect until such time as a new location is established by the city council.

C. During the time that any proclamation of temporary emergency location of the principal office or place of governance remains in effect, all official acts required by law to be performed at the principal office or place of governance by any official or authority of the city, including the convening and meeting of the city council in regular, extraordinary, emergency, or special session, shall be as valid and binding as when performed at the normal location of the principal office or place of governance.

9.05.080: PENALTY FOR VIOLATION OF EMERGENCY PROCLAMATION, RULE, OR ORDER:

The violation of a proclamation declaring a local emergency, a subsequent proclamation exercising emergency powers, or any order or rule issued pursuant to this chapter, or an order or directive given by police, fire or other emergency services personnel pursuant to authority resulting from this chapter is a class B misdemeanor and punishable as provided by WBMC § [1.16.010](#) or any successor provision.



MEMORANDUM

TO: Mayor and City Council

DATE: August 16, 2024

FROM: Staff

RE: **UDOT Agreement – FrontRunner and City Facilities**

This memo introduces a proposed agreement with the Utah Department of Transportation that governs how the city and UDOT will work together regarding city facilities as part of the FrontRunner Strategic Double-Track Project.

Background

The State has put UDOT over the construction of certain UTA projects, including the planned double-track project for the FrontRunner system in the area. This project is planned to add an additional rail track for FrontRunner from the Woods Cross Station headed north beyond 1600 N.

As part of this project, UDOT recognizes that West Bountiful has water lines crossing the tracks at 500 South, 400 North, 1000 North, and 1600 North. While these lines may be deep enough that they are not impacted, UDOT wants an agreement in place so that their design work can plan for any potential conflicts.

Agreement

The proposed agreement formalizes the coordination between UDOT and the city during the design phase, and outlines a process for additional agreements if any work is needed regarding the city's facilities.

Recommendation

Staff recommends a motion authorizing the mayor to execute the West Bountiful City Master Agreement as included in the packet.

WEST BOUNTIFUL CITY MASTER AGREEMENT

THIS MASTER AGREEMENT (the “Agreement”), is made to be effective as of _____, 2024, by and between the **Utah Department of Transportation**, an agency of the State of Utah (“UDOT”), and **West Bountiful City**, a political subdivision of the State of Utah, (“Third-Party”). Each may also be referred to as a party (“Party”) and together as parties (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to award a Progressive Design-Build contract for the fixed guideway capital development project identified as Project Number: S-ST99(835) Project Name: FrontRunner 2X (“Project”); and

WHEREAS, a progressive design-build contractor (“Design-Builder”) will complete the Project design and administer construction for UDOT; and

WHEREAS, UDOT has identified one or more Third-Party facilities within the limits of the Project (the “Facility” or “Facilities”), and when conflicts with the Project are present, the Project may necessitate the relocation, protection, or adjustment, including design thereof, of any or all of the Facilities in a manner that is functionally equivalent to the Facilities prior to their relocation (the “Third-Party Work”); and

WHEREAS, when the Third-Party or UDOT perform the Third-Party Work, it will be performed under the terms stated in this Agreement; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursements in connection therewith (if any), the Parties are entering into this Agreement to set out the general terms and conditions for the Third-Party Work, with the understanding that future Supplemental Agreements to this Agreement will be entered into covering specific requirements for the Third-Party Work at specific Project locations, and a sample form of a Supplemental Agreement is attached hereto at Exhibit A and incorporated herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, which the Parties acknowledge to be good and sufficient consideration, the Parties agree as follows:

1. APPLICATION OF AGREEMENT

This Agreement applies to Third Party Work, including Third-Party Work (and any betterment work that UDOT agrees to pursuant to Section 9 below) that: (i) UDOT performs on behalf of the Third-Party; or (ii) the Third-Party performs. The Parties must

implement this Agreement for any such work by executing a Supplemental Agreement, and this Agreement is applicable to all of the Third-Party Work (and betterment work) described in any Supplemental Agreement. All Supplemental Agreements executed by the Parties are hereby made a part of this Agreement by this reference. This Agreement shall continue to apply to each Supplemental Agreement unless a Party terminates the Supplemental Agreement, in which case only provisions that by their nature are intended to survive shall apply to the terminated Supplemental Agreement (including, but not limited to, the indemnification and audit provisions). If the Parties do not enter any Supplemental Agreements to this Agreement, then this Agreement shall have no effect.

2. CONTACT INFORMATION

UDOT's Project Representative is Garret Jenson, Third-Party Lead, telephone number 385-318-9236, e-mail Garret.Jenson@hdrinc.com.

UDOT's Project Director is Brian Allen, telephone number 385-414-1092, e-mail Bri-anja@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative contact person will be identified in any Supplemental Agreement.

Third-Party's contact person is Duane Huffman, telephone number 801-292-4486, and e-mail DHuffman@wbcity.org.

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and requirements for inclusion in this Agreement, and the Request for Proposals for the Design-Builder, UDOT provided a Design Authorization Letter to the Third-Party on December 20, 2023, which authorizes certain work as stated in the letter.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed preliminary Subsurface Utility Engineering ("SUE") within the limits of the Project. Regardless of which Party will perform the Third-Party Work, UDOT will perform additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project, which be reviewed with the Third-Party.

5. PROJECT COORDINATION

During the development of the Project design, the Third-Party and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided. At all times, the Third-Party will cooperate and coordinate with UDOT and its Design-Builder. Cooperation and coordination include, but are not limited to, performing necessary design reviews and inspections of the Third-Party Work as set forth in Section 12. The Third-Party will also work through UDOT's Project Representative

to cooperate and coordinate with others (such as UTA and Project consultants) if they have interests that relate to the Facilities.

The Parties acknowledge the importance of completing the Third-Party Work in a manner consistent with the overall schedule for the Project. Accordingly, in connection with each Supplemental Agreement, the Parties shall coordinate, cooperate, and agree upon a schedule for the design, construction, and final completion of the Third-Party Work, as well as any betterment work to be performed by UDOT or the Third Party in conjunction with the Third-Party Work. The schedule shall be determined by UDOT with input from the Third Party.

6. THIRD-PARTY GENERAL REQUIREMENTS

UDOT and the Third-Party will comply with the following general requirements in connection with all Third-Party Work. These requirements may be altered in a Supplemental Agreement, and in case of any conflict with the following general requirements, the information stated in a Supplemental Agreement will govern:

- a. UDOT will provide the following required times for each activity after a UDOT-approved Project design has been provided to the Third-Party unless specified otherwise in a Supplemental Agreement:
 - i. Third-Party design review of UDOT designs: The Third-Party will review and provide comments on the design plans (and betterment cost estimates, if applicable), within **2 weeks** from the time UDOT delivers the design plans to the Third-Party.
 - ii. Supplemental Agreement review and signature routing by the Third-Party: **4-6 weeks**. The same time will be provided for each revision to a Supplemental Agreement.
- b. UDOT will make best efforts to work with the Third-Party's schedule for any facility necessary to be taken out of service.
- c. When UDOT performs Third-Party Work, UDOT will supply as-built plans, in a format specified by the Third-Party, within a reasonable time after UDOT's completion of the Project.

7. GENERAL REQUIREMENTS

The following is required for design and construction:

- a. Third-Party Work will be functionally equivalent to the Facilities prior to their relocation.
- b. UDOT will schedule and meet with the Third-Party to review the design and scheduling of the Third-Party Work at specific locations on the Project to ensure maximum lead time for advance order of materials and workforce scheduling.
- c. Unless otherwise agreed in a Supplemental Agreement, UDOT will secure permits required for said Work.
- d. UDOT is performing Third-Party Work. UDOT will notify the Third-Party at least **2 business days** in advance of UDOT beginning work on any Third-Party Work covered by a Supplemental Agreement hereto, to allow the Third-Party time to schedule an

inspector to be present during the Third-Party Work. For each Supplemental Agreement, after this initial notification, subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis. The Third-Party Work will be designed in accordance with Third-Party's current standards, which are dated July 16, 2019, which are the standards that are regularly followed by the Third-Party in its own work and not considered a betterment. The Third-Party agrees that UDOT will rely on such standards for the duration of the Project, whether any Third-Party Work is designed by UDOT or by the Third-Party. In the event of a conflict between UDOT and Third-Party standards, the higher standard will be applied when it is consistent with applicable federal requirements.

8. RIGHT-OF-WAY

The Third-Party Work will include any replacement easements or other rights to use land that are required to be obtained for the Third-Party Work. UDOT will perform all such work to obtain easements or other rights that must be obtained in compliance with applicable law.

If UDOT must access the Third-Party's property, rights, or interests to perform Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party hereby consents to all such access. If the Third-Party must access the property, rights, or interests of UDOT, Union Pacific Railroad, or the Utah Transit Authority to perform any Third-Party Work (or any related betterment work that UDOT agrees to), the Third-Party will apply for a permit from the relevant entity.

9. BETTERMENT WORK

Betterment work is work in connection with Third-Party Work that exceeds what is necessary in order for UDOT to relocate, protect in place, or adjust any Facilities in a manner that is functionally equivalent to what existed prior to UDOT's Project. If the Third-Party desires to include betterment work in the Project at any specific location, UDOT, in its sole discretion, may agree to the betterment work if: (i) the difference in costs between the functionally equivalent required Third-Party Work and the Third-Party's desired betterment work that is not required by the Project is the sole cost of the Third-Party; (ii) the betterment work can be accommodated without delaying UDOT's Project; and (iii) the Parties provide for the betterment work in a Supplemental Agreement or in a separate Betterment Agreement (which, among other things, will state who is to perform the betterment work). If the Parties enter a separate Betterment Agreement, the Parties agree that the terms of this Agreement shall also apply when not in direct conflict with the Betterment Agreement. UDOT may terminate betterment work that is included in a Supplemental Agreement, and may terminate a separate Betterment Agreement, if the Third-Party does not make payment as required, and at UDOT's convenience, such as if Project needs change. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work.

10. SUPPLEMENTAL AGREEMENTS

If Third-Party Work is required by the Project, the Parties will implement this Agreement for each location by entering a Supplemental Agreement to identify each Party's responsibilities. Third-Party Work does not include betterments, but if UDOT agrees to perform any betterment work, or if UDOT agrees that the Third-Party can perform betterment work as part of a Third-Party performance, then a Supplemental Agreement (or a separate Betterment Agreement) will also provide for the betterment work and identify each Party's responsibilities. Each Supplemental Agreement will also include a description and location of the Third-Party Work to be performed, design drawings showing the original and proposed locations of the Facilities, Third-Party Work schedules, cost estimates from all Parties that are participating in a share of the costs, participation shares for UDOT and the Third-Party if there are any (as further provided in Section 15), and any other terms specific to the Third-Party Work. Cost estimates included in Supplemental Agreements do not account for increases due to unknown and unforeseen hardships or other contingencies in accomplishing the Third-Party Work and are subject to change.

All Supplemental Agreements are subject to the terms of this Agreement. A Supplemental Agreement may only change a provision of this Agreement if it expressly cites such provision and states the change. Such changes to this Agreement, when expressly stated in a Supplemental Agreement, apply to that Supplemental Agreement only.

In the event there are changes in the scope of the Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the scope changes. UDOT may terminate Supplemental Agreements at UDOT's convenience, such as if Project needs change, upon giving reasonable notice to the Third-Party.

11. **THIRD-PARTY TO NOTIFY UDOT**

The Third-Party's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site in order to verify that the Third-Party has inspected the Third-Party Work. Third-Party's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. **THIRD-PARTY INSPECTION**

If UDOT performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, the Third-Party shall provide on-call engineering support by the Third-Party engineer or appropriate representative to support the Third-Party's obligations under this Agreement (including, but not limited to design review, schedule coordination, and to perform the necessary inspection on the Facilities installed by UDOT), in order to correct or clarify issues while the Third-Party Work is being performed.

- a. The Third-Party engineer and/or inspector shall work with and through UDOT's Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so by UDOT's Field Representative. UDOT will

accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement.

- b. The Third-Party shall immediately notify UDOT's Field Representative of any deficiencies in the Third-Party Work. The Third-Party shall follow up with written detail to UDOT's Project Representative and UDOT's Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to Third-Party's concerns within 24-hours of written notification.
- d. The Third-Party, through its inspection of the Third-Party Work, will provide UDOT's Field Representative with information addressing any problems or concerns the Third-Party may have with acceptance of the Third-Party Work.

13. UDOT INSPECTION

If the Third-Party performs the Third-Party Work pursuant to a duly executed Supplemental Agreement, UDOT shall perform the necessary inspection on the Facilities installed by the Third-Party within UDOT's or UTA's right-of-way, in order to correct or clarify issues while the Third-Party Work is being performed.

- a. UDOT shall work with and through the Third-Party's contact person identified in Section 2. The Third Party shall work with and through UDOT's Project and Field Representative and will not work directly with UDOT's Design-Builder unless authorized in writing to do so. The Third-Party will accomplish the Third-Party Work covered by a Supplemental Agreement in accordance with the plans and specifications provided and approved by UDOT and the Third-Party in the Supplemental Agreement, including changes or additions to the plans which are subsequently made a part of a Supplemental Agreement.
- b. UDOT shall immediately notify the Third-Party's contact person identified in Section 2 of any deficiencies in the Third-Party Work within UDOT's or UTA's right-of-way. UDOT shall follow up with written detail to the Third-Party's contact person of its findings within 24-hours of making its initial notification.
- c. The Third-Party will respond to UDOT's concerns within 24-hours of written notification.
- d. UDOT, through its inspection of the Third-Party Work within UDOT's or UTA's right-of-way, will provide the Third-Party's contact person identified in Section 2 with information covering any problems or concerns UDOT may have with acceptance of the Third-Party Work.

14. DAILY RECORDKEEPING

UDOT and the Third-Party will each keep daily records of onsite activities. The Third-Party's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or an authorized designee and by the Third-Party or its authorized designee. Copies of the daily records shall be retained by the Parties to this Agreement.

15. **REIMBURSEMENT**

Per Utah Code § 72-6-116(3)(a), UDOT will reimburse the Third-Party 100% of the cost of Third-Party Work for facilities located on a public utility easement or subdivision plat, on a Third-Party owned private easement, or Third-Party owned fee property. The Third-Party shall provide UDOT with a copy of the public utility easement, private easement or fee title.

Should it become necessary for the Third-Party to use outside consultants or contractors to perform design, design review, observation, construction, or inspection to accommodate the Third-Party Work and Project schedule, the Third-Party shall notify UDOT. Upon concurrence by UDOT, the Parties then must execute a Supplemental Agreement to agree to the cost of the services; after execution, and after receiving a notice to proceed from UDOT, the Third-Party may procure outside services through applicable procurement requirements.

16. **SUBMITTAL OF ITEMIZED BILLS**

The Third-Party shall submit itemized bills covering the actual costs incurred, whether with Third-Party resources or for outside services, to perform design, design review, construction, oversight, or inspection work that is covered by the terms of a Supplemental Agreement, and shall submit bills to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project and Supplemental Agreement numbers, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement, and shall be submitted to UDOT within **60 days** following completion of services by the Third-Party on the Project. Otherwise, previous payments to the Third-Party will be considered final, except as agreed to between the Parties in writing in advance, and the submitted cost will be disallowed.

UDOT will reimburse the Third-Party within **60 days** after receipt of the billings, but only for those actual, allowable, and reasonable costs fully complying with this Agreement and applicable law.

17. **FEDERAL REQUIREMENTS**

The Third-Party agrees to include the clauses in this in Section 17 in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed

that the clauses shall not be modified, except to identify the subcontractor that will be subject to the provisions.

a. 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This Section 17(a) applies when the Project makes use of federal funds and to the extent that the Third-Party Work relates to any agreement with UDOT that is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The Third-Party shall at all times comply with the Telecommunications Laws. The Third-Party hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the Third-Party and UDOT, the Third-Party hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The Third-Party shall also place this certification in all UDOT-related contracts with subcontractors, consultants, and suppliers for UDOT's benefit. If any government entity having jurisdiction determines that the Third-Party or its associates is not in compliance with the Telecommunications Laws, the Third-Party agrees that it shall promptly notify UDOT of the same and remedy any deficiency.

b. Buy America and Build America/Buy America Requirements

Flow down Requirements: The Buy America requirements flow down to first tier subcontractors, which are responsible for ensuring that lower tier subcontractors are in compliance.

Buy America - The Third-Party agrees to comply with 49 U.S.C. § 5323(j) and 49 C.F.R. Part 661 and the Build America, Buy America Act (Public Law 117-58) and its implementing regulations at 2 C.F.R. Part 184, which provide that federal funds may not be obligated unless all steel, iron, manufactured products, and construction materials used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a temporary or general waiver. General waivers are listed in 49 C.F.R. § 661.7. Temporary waivers have been issued under 87 FR 64534 and 88 FR 55817.

The Third-Party must submit to UDOT the appropriate Buy America certifications, as included in Exhibit B.

c. Program Fraud and False or Fraudulent Statements or Related Acts

Flow Down - This Program Fraud and False or Fraudulent Statements or Related Acts clause extends to Third-Party and its contracts and subcontracts at every tier. These requirements flow down to contractors and subcontractors that make,

present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts - The Third-Party acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Third-Party certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Third-Party Work is being performed. In addition to other penalties that may be applicable, the Third-Party further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Third-Party to the extent the federal government deems appropriate.

The Third-Party also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the federal government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Third-Party, to the extent the federal government deems appropriate.

18. SALVAGED MATERIALS

All materials from Third-Party's existing Facilities which are recovered by UDOT while performing the Third-Party Work and which are not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

19. AUDIT

The Third-Party shall keep detailed and complete records verifying all costs for which the Third-Party seeks reimbursement pursuant to this Agreement and supporting the Third-Party's billings. Upon completion of the Third-Party Work, UDOT and the Third-Party shall reconcile the payments made to the Third-Party under this Agreement. For a period of three (3) years following completion of the Third-Party Work, each Party agrees to make any payment adjustment required as the result of the reconciliation performed.

UDOT, the Federal Transit Administration, the State of Utah, and any other government entity or agency with jurisdiction shall have the right, upon reasonable notice, to audit all cost records and accounts of the Third-Party pertaining to the Third-Party Work for the purpose of verifying the costs for which the Third-Party seeks reimbursement. The Third Party shall cooperate with UDOT or FTA to provide access to the records and accounts. Should this audit disclose that the Third-Party has been underpaid, the Third-Party will be reimbursed by UDOT after submission of an additional billing to cover the underpayment.

Should this audit disclose that the Third-Party has been overpaid, the Third-Party will reimburse UDOT in the amount of the overpayment. The Third-Party is required to maintain cost records regarding the Third-Party Work for which the Third-Party seeks reimbursement under this Agreement for a minimum of three (3) years after final payment is received from UDOT.

20. ACCEPTANCE AND MAINTENANCE

UDOT will provide notification to the Third-Party to obtain final acceptance for any Third-Party Work upon completion of the final inspection for such work, and the notice will identify the portions of the Facilities that are subject to final acceptance. Upon receipt of any notice, the Third-Party will have **60 days** to respond in writing to UDOT's Resident Engineer with any additional comments regarding the identified Third-Party Work. After 60 days, the Third-Party is deemed to have accepted the identified Third-Party Work unless the Parties agree otherwise in writing. Upon UDOT's completion of any Third-Party Work identified in a notice, the Third-Party will solely own and maintain such Facilities unless otherwise agreed to by the Parties in writing.

Acceptance means that except as otherwise agreed in a writing signed by authorized representatives of both Parties, the Third-Party accepts the Third-Party Work "as-is," without conditions or reservations, and the Third-Party waives and releases all claims against UDOT and its commissioners, employees, agents, contractors, and consultants for any and all losses of every kind (including, but not limited to, claims, liabilities, liens, and damages), whether known or unknown, and whether or not involving negligence. This includes, but is not limited to, releasing UDOT from any responsibility or liability that may result from the Third-Party's new Facilities or the operation thereof. However, the foregoing release shall not apply to matters that are covered by a warranty provided by a contractor or the Design-Builder to the extent necessary to enforce such warranty (the intent of this sentence is to provide for all contractor warranties applying as written to obligate the contractor or the Design-Builder to remedy the warranted work).

21. ACCESS FOR MAINTENANCE

Access for maintenance and servicing of the Facilities located on UDOT's or UTA's right-of-way will be allowed only by permit issued by UDOT and/or UTA to the Third-Party, and the Third-Party will obtain the permit and abide by the conditions thereof (for policing and other controls) in conformance with Utah Administrative Code R930-7, as applicable, and other applicable law.

22. INDEMNIFICATION

Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits, and costs, but not attorneys' fees, for injury or damage of any kind, arising out of its own negligent acts, errors, or omissions and those of its officers, authorized agents, and employees in the performance of this Agreement (which includes any Supplemental Agreements), but subject to the following limitations. UDOT is a governmental entity that is subject to the Utah Governmental Immunity Act, and if the Third

Party is also a governmental entity within the coverage of that Act, the Third Party is also subject to that Act. Nothing in this paragraph is intended to create additional rights to third parties, or to waive any of the provisions of the Governmental Immunity Act, or to prevent a Party from tendering a claim to its authorized agents, contractors, or others. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided a Party is a governmental entity that is within the coverage of that Act and the Act applies to the action, error, or omission giving rise to the protections described in this paragraph. UDOT shall have no interest in, responsibility for, or liability of any kind in connection with any betterment work. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

23. MISCELLANEOUS

The following terms apply to this Agreement:

- a. Any Party may give a written notice under this Agreement by delivering it to the following physical addresses (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

To UDOT: UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Brian Allen	To Third-Party: West Bountiful City 550 North 800 West West Bountiful, UT 84087 Attention: Duane Huffman
--	--

- b. The Parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's consent, review, acceptance, approval, or other action or inaction relating to any conditions, inspections, plans, specifications, or other work arising out of this Agreement is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same; it does not relieve the other Party of any duties (including but not limited to duties to ensure compliance with applicable standards); and it does not constitute a waiver by UDOT of the other Party's obligation to comply with applicable standards. Any consent, review, acceptance, approval or other action or inaction must be provided by UDOT's authorized employee or representative.
- d. No part of this Agreement may be waived, whether by a Party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the Party waiving.

- e. Neither Party may assign or delegate this Agreement and actions required by it without the other Party's prior written authorization, and any purported assignment or delegation to the contrary is void.
- f. This Agreement does not create any agency, joint venture, partnership, or other relationship between the Parties, and it is intended only for the Parties hereto and does not create any third-party beneficiaries.
- g. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL.
- h. Time is of the essence. This Agreement shall be construed to enforce its provisions to the fullest extent allowed under applicable law to give effect to the intent of the Parties, whether or not any provision of this Agreement is invalidated. All Parties negotiated this Agreement and are collectively considered its drafter.
- i. Before taking any legal action in connection with this Agreement, each Party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it.
- j. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the Parties. The indemnity provision herein and other terms that by their nature are intended to survive this Agreement's termination shall survive. Nothing in this Agreement shall be construed to limit UDOT's or Third-Party's governmental powers and authority.
- k. This Agreement may only be amended in a written document that is signed by an authorized representative of each Party. This Agreement (which includes any Supplemental Agreements and amendments executed by the Parties) is the entire agreement of the Parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter.
- k. Each Party warrants that its authorized representative has signed this Agreement with authority to bind such Party, which also binds its successors and assigns. Each Party further warrants that all signatures necessary to make this Agreement binding against the Party have been included below, and that this Agreement's terms do not violate other contracts and commitments of the Party.
- L. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ATTEST:	West Bountiful City
 _____	 _____
Title: _____	Title: _____
Date: _____	Date: _____
(IMPRESS SEAL)	
.....	

Recommended For Approval:	Utah Department of Transportation
 _____	 _____
Title: _____	Title: Project Director
Date: _____	Date: _____

Form Approval Date by UDOT Assistant Attorney General: November, 2023	Comptroller Office

	Title: Contract Administrator
	Date: _____

**EXHIBIT A
TO MASTER AGREEMENT**

SUPPLEMENTAL AGREEMENT FORMAT

**THIRD-PARTY
SUPPLEMENTAL AGREEMENT NO. ____**

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT ("Supplemental Agreement") is made by and between the **Utah Department of Transportation**, ("UDOT"), and **Third-Party**, a **Registered Corporation** of the State of ____, ("**Third-Party**"). Each may be referred to herein as party ("Party") and together as parties ("Parties").

AGREEMENT

The Parties acknowledge that they have received good and sufficient consideration for this Supplemental Agreement, and they agree as follows:

1. Implementation of MA. The Parties hereto entered into a Master Agreement dated _____, UDOT Finance No. _____ (the "MA"). This Supplemental Agreement is hereby made a part of the MA and it implements the MA for the Third-Party Work described herein. The MA's terms remain in full force and effect and govern this Supplemental Agreement. If there is a conflict between the MA and this Supplemental Agreement, the MA will control except as provided in Section 6, and except when, in accordance with Section 10 of the MA, this Supplemental Agreement expressly cites a provision of the MA and states a change to it in Section 4 below. Among other things, the capitalized defined terms in the MA apply to this Supplemental Agreement as well. This Supplemental Agreement applies only to the Third-Party work described herein, which can be generally described as:

_____.

2. Performance of Third-Party Work for this Supplemental Agreement. **[The Third-Party]** **[UDOT's contractor]** will perform the following described Third-Party Work in accordance with the terms and conditions of the MA and this Supplemental Agreement:
 - a. Plans. The plan sheets depicting the Third-Party Work are shown in Exhibit "**A**" and incorporated herein by this reference.

- b. Specifications. The special provisions for this Third-Party Work are as follows:
- c. Schedule. This Third-Party Work will be completed between **x** and **x**. A schedule for this Third-Party work is shown in Exhibit “**B**” and incorporated herein by this reference.
- d. Betterments. [No betterments are part of this Third-Party Work.] [The Third Party desires to include a betterment as part of this Third-Party Work at the Third Party’s sole expense, and the betterment is described as follows: _____. The scope, schedule and budget relevant to the betterment is included as a part of Exhibit A attached hereto and incorporated herein. That exhibit specifies which Party will perform the betterment work, and the terms of the MA and this Supplemental Agreement apply to the betterment work if it is performed by UDOT’s contractor.]
- e. As-Built Survey Responsibility. If the Third Party is performing any work (whether this Third-Party Work or betterment work), and if the Design-Builder is responsible to collect data to complete an as-built survey for this Third-Party Work on behalf of the Third Party, it is the Third-Party’s responsibility to notify the Design-Builder at least 48 hours in advance of the time when the Third Party begins the Third-Party Work in order for the Design-Builder’s surveyor to be present. Should the proper notification and coordination not occur, and if the Third-Party Work is performed without the Design-Builder’s surveyor present to collect the as-built data, UDOT may hire a Subsurface Utility Engineer (SUE) consultant to locate the facilities at the Third-Party’s expense.
- f. UDOT will notify the Third-Party’s contact person, **Name**, telephone number **(801) xxx-xxxx**, and e-mail **xxx@** at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
- g. Third-Party will notify UDOT’s **Resident Engineer, XXXXXX**, telephone number **(xxx) xxx-xxxx**, and e-mail **xxxxxx@utah.gov**, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. Estimated Cost. Total estimated cost of this Third-Party Work is shown in Exhibit “**C**” and incorporated herein by this reference, and is summarized as follows:

TOTAL ESTIMATED COST OF THIS SUPPLEMENTAL AGREEMENT THIRD PARTY WORK	\$0.00
---	---------------

BREAKDOWN:

TOTAL ESTIMATED COST OF THIRD-PARTY-PERFORMED THIRD- PARTY WORK	\$0.00
TOTAL ESTIMATED COST OF UDOT-PERFORMED THIRD-PARTY WORK	\$0.00
COMBINED TOTAL ESTIMATED COST OF THIRD-PARTY WORK	\$0.00

TOTAL ESTIMATED AMOUNT OF THIRD-PARTY PARTICIPATION @	\$0.00
[TBD]%	
TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ [TBD]%	\$0.00
TOTAL ESTIMATED COST OF THIRD-PARTY BETTERMENT WORK	\$0.00

4. Changes to MA. There are no changes to the MA except when, in accordance with Section 10 of the MA, this Section 4 lists below an expressly cited provision of the MA (in other words, it lists the section number in the MA and types in the affected text below), and this Section 4 then also states a change to that specific text from the MA.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Agreement to the MA to be executed by their duly authorized representatives as of the day and year of the last Party signing below.

Third-Party

Title: _____

Date: _____

.....

Recommended For Approval:

Utah Department of Transportation

Title: Statewide Utility Leader

Title: Project Director

Date: _____

Date: _____

Comptroller's Office

	Title: _____
	Contract Administrator
	Date: _____

ATTACH EXHIBITS A, B AND C TO THIS SUPPLEMENTAL AGREEMENT

EXHIBIT B

**TO MASTER AGREEMENT
BUY AMERICA CERTIFICATIONS**

In accordance with 49 U.S.C. § 5323(j) and 49 C.F.R. § 661.6, and the Build America, Buy America Act (Pub. L. 117-58) and its implementing regulations at 2 C.F.R. Part 184, for the procurement of steel, iron, manufactured products or construction materials, use the certifications below.

Certificate of Compliance with Buy America Requirements

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it will comply with the requirements of 49 U.S.C. § 5323(j)(1); the applicable regulations in 49 C.F.R. Part 661; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: _____

1. Signature:
2. Company:
3. Name:
4. Title:

Certificate of Non-Compliance with Buy America Requirements

The Third-Party, or any of its lower-tier bidders or offerors, hereby certifies that it cannot comply with the requirements of 49 U.S.C. § 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. § 5323(j)(2), as amended; the applicable regulations in 49 C.F.R. § 661.7; and the Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-17) and its implementing regulations at 2 C.F.R. Part 184.

Date: _____

5. Signature:
6. Company:

7. Name:

8. Title:

PENDING – Not Yet Approved

Minutes of the West Bountiful City Council meeting held on **Tuesday, August 6, 2024**, at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, Dell Butterfield, Kelly Enquist, Jenn Nielsen,

STAFF Duane Huffman (City Administrator), Steve Doxey (City Attorney), Brandon Erikson (Chief of Police), Steve Maughan (Public Works Director), Kris Nilsen (City Engineer), and Remington Whiting (City Recorder)

PUBLIC: Alan Malan, Frank Yingst, Marie Kay Haskins, Pat Soper, Gary Edmonds, Debbie McKean, Richmond Thornley, Simon Mortensen, Michael Lambert, Andy Barney

EXCUSED: Council member Mark Preece

Mayor Romney called the meeting to order at 7:34 pm. Jenn Nielsen gave an inspirational thought, and the Pledge of Allegiance was led by Dell Butterfield.

1. Approve Agenda

Duane Huffman explained that items #4 and #5 related to a proposed easement vacation were not necessary as staff discovered that no easement was in place.

MOTION: *James Ahlstrom made a motion to approve the agenda with the removal of item #4 and #5. Dell Butterfield seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment

Debbie McKean – 1075 W 1070 N – The Busy Bee, a medical service facility, would like to invite the council to a carnival night that they will be holding.

Frank Yingst – 584 W 1225 N – Mr. Yingst requested that the yield signs on 1300 N and 600 W, 1225 N and 600 W be changed to stop signs. He also expressed concern over a dog grooming home occupation that was located near his home.

Marie Kay Haskins – 246 N 1000 W – Mrs. Haskins shared her concern over how the refinery is managing the rental homes it owns in the Fackrell Subdivision. The concern is that properties will be left vacant.

Pat Soper – 219 N 1000 W – Mrs. Soper also expressed her concern over the vacant homes.

48
49 Mayor Romney responded that there has been some communication with the refinery manager
50 regarding the rental properties, and the city looks forward to getting more information.
51

52 Michael Lambert - Layton Resident– Introduced himself and explained that he was running
53 for county commission. Shared his concerns over issues that impact the youth and residents of
54 Davis County.
55

56 Andy Barney – 1212 N 675 W – Expressed how much he liked the car show and thanked the
57 city for allowing it.
58
59

60 **3. Update on West Bountiful History Project – Debbie McKean**
61

62 Debbie McKean introduced herself and Gary Edmonds. She explained that Mr. Edmonds had
63 reached out to her a few months ago to re-start the process of printing the history of West
64 Bountiful City.
65

66 Gary Edmonds – Presented himself and gave history of his time as a resident of West
67 Bountiful City. He explained that he wants to print copies of the previous history book, along
68 with copies of a newer history book of the city. Duane responded to Mr. Edmonds that they
69 would continue to discuss the history book further when they meet soon, along with the
70 possibility of funding.
71

72 **4. Consider Extension for Off-Site Improvements Agreement with South Davis Sewer**
73 **District.**
74

75 Kris Nielsen explained that the South Davis Sewer District requested to defer the construction
76 of public improvements for the proposed SDSD Administration Building Site. The council
77 asked if it would be possible to require that a foot path be built from the trailhead to the pond
78 before the deferral was approved. Duane said the city could have further discussions on the
79 issue with the sewer district.
80

81 **MOTION:** *Kelly Enquist made a motion to table the Extension for Off-Site*
82 *Improvements Agreement with South Davis Sewer District. James Ahlstrom*
83 *seconded the Motion which PASSED.*
84

85 The vote was recorded as follows:

86 James Ahlstrom – Aye

87 Dell Butterfield – Aye Jenn Nielsen– Aye

88 Kelly Enquist – Aye
89

90 **5. Consider Award of 1200 N Surface Repair and Trail Project 2024.**
91

92 Duane Huffman explained that 1200 N between 1100 W and the trailhead currently has a
93 width of 24' of asphalt pavement, and in many sections this asphalt has significantly
94 deteriorated. The city's current standard pavement width is a minimum of 29', and with the

traffic and size of trucks associated with the new public works facility, staff believe it is necessary to widen the current road. The existing asphalt surface would be milled, and 5" of new asphalt depth re-laid. Because this project is needed for the new facility, remaining bond proceeds of up to \$945,000 are available for the widening. Anything beyond this would need to come from the Streets Property Tax Fund or the Capital Projects Fund.

The possibility of expanding the asphalt for pedestrian/bicycle access to the Legacy Trail was discussed. Several council members expressed that they believe traffic volume does not currently necessitate a separate trail for pedestrians and bicycles. Council member Butterfield enquired about just leaving the road as is. Duane explained that the road still needs to be rehabilitated, whether it is widened or not. Steve Maughan said that a 29' road would be sufficient for vehicles.

MOTION: *James Ahlstrom made a motion to award the 1200 N Surface Repair and Trail Project 2024 project Schedule A not to exceed \$910,949 to Post Construction Company. Jenn Nielsen seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye Jenn Nielsen– Aye

Kelly Enquist – Aye

6. Resolution 560-24 – A Resolution of the West Bountiful City Council Approving Procedures for Electronic Meetings.

Duane Huffman explained that Utah State Legislature recently adopted amendments to UCA 52-4-207 regarding Electronic Meetings. The changes included require that the city update previously adopted policies.

MOTION: *Dell Butterfield made a motion to adopt Resolution 560-24 – A Resolution of the West Bountiful City Council Approving Procedures for Electronic Meetings. James Ahlstrom seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

Dell Butterfield – Aye Jenn Nielsen– Aye

Kelly Enquist – Aye

7. Meeting Minutes from July 16th, 2024.

MOTION: *Jenn Nielsen made a motion to approve the minutes from July 16th, 2024. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members present.*

8. Staff Reports

Police – Brandon Erikson:

- Rebecca Johnson has been hired as a new crossing guard. She will undergo training at the beginning of next week.
- Chief Erikson and Councilmember Nielsen met with the district regarding school drop off.
- The department has started to receive vehicles from last year's budget.
- Councilmember Nielsen discussed getting a bussing report from the school district.

Public Works – Steve Maughan

- Seasonal Park help will all be done by the end of next week.
- Sealcoat projects have been scheduled. This Friday, the twin home area and 1000 N and Cul-de-sacs will be seal coated. The bulk of the seal coat will take place at the end of August.

Engineering - Kris Nilsen:

- Putting a project together for a concrete bid at the city park.

Administration – Duane Huffman

- ULCT will have their hold a conference in September. Duane asked if the council members would like to be registered for this event.
- Addison's last day will be Thursday.
- The city's website domain has been updated to wbcityut.gov. Starting next week, all the city emails will update to this new domain.

9. Mayor/Council Reports

James Ahlstrom –

- Asked the public Works department how much water lines have been converted to PVC. Steve explained which water lines had been converted.

Dell Butterfield –

- Still needs to review minutes from Planning Commission Meeting.
- South Davis Rec Center is in a good position. There have been no new ice rink complaints recently.

Kelly Enquist –

- Mosquito Abatement meeting on Thursday.

Jenn Nielsen –

- Carnival and Parade heads have accepted positions for next years 4th of July Celebration

Mayor Romney –

- Gave an update on the privately run car show at the city park.

10. Closed Session for the Purpose of Discussing Items Allowed Pursuant Utah Code 52-4-205.

MOTION: *Jenn Nielsen made a motion to go into closed session to discuss the character, professional competence, or mental health of an individual. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members present.*

11. Adjourn

MOTION: *Jenn Nielsen made a motion to adjourn this meeting of the West Bountiful City Council. James Ahlstrom seconded the motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on August 20th, 2024.

Remington Whiting, City Recorder