Mayor
Kenneth Romney

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Rodney Wood

WEST BOUNTIFUL CITY

550 North 800 West
West Bountiful, Utah 84087

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

City Administrator
Duane Huffman

City Recorder
Cathy Brightwell

City Engineer
Kris Nilsen

Public Works Director
Steve Maughan

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING at 7:30 PM ON TUESDAY, OCTOBER 6, 2020

Mayor Romney has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org

Meeting will be held ONLY electronically via Zoom (see info below)

AGENDA: *Invocation/Thought – Kelly Enquist; Pledge of Allegiance – Rod Wood*

1. Approve Agenda.
2. Public Comment - two minutes per person, or five minutes if speaking on behalf of a group.
3. Appointment of Brandon Erekson as Chief of Police.
4. Appointment of Dallas Green as Director of Golf.
5. Resolution 481-20, A Resolution Authorizing an Interlocal Agreement with Mosquito Abatement District – Davis for CARES Funding.
6. Resolution 482-20, A Resolution Authorizing an Interlocal Agreement with Davis School District Regarding West Bountiful Elementary School.
7. Resolution 483-20, A Resolution Authorizing the Assignment of James Ahlstrom to Youth City Council.
8. Minutes from September 1, September 15, and September 24.
9. Staff Reports – Police, Public Works, Community Development, Administration
10. Mayor/Council Reports.
11. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205.
12. Adjourn.

This agenda was posted on the State Public Notice website, the City website, emailed to the Mayor and City Council, and sent to the Clipper Publishing Company on October 2, 2020.

Join Zoom Meeting:

https://us02web.zoom.us/j/86216996018

Meeting ID: **862 1699 6018**
One tap mobile - +14086380968,,86216996018# US (San Jose) +16699006833,,86216996018# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)	+1 669 900 6833 US (San Jose)	+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)	+1 312 626 6799 US (Chicago)	+1 646 876 9923 US (New York)

MOSQUITO ABATEMENT DISTRICT-DAVIS
85 North 600 West, Kaysville, Utah 84037
(801) 544-3736 • *Fax* (801) 544-2864

September 17, 2020

Duane Huffman
West Bountiful City Administrator
550 North 800 West
West Bountiful 84087

Dear Mr. Huffman:

The Mosquito Abatement District-Davis (MAD-D) is a Local District (Special District) of Davis County. We cover the entire county and have a representative on our Board of Trustees from each incorporated city within the county and the county at large. Your representative on out Board is Kelly Enquist

The MAD-D like many cities and businesses has experienced an increase cost in operations due to the COVID19 pandemic. Due to this increase cost the Board of Trustees has authorized me to request funds from each cities and the counties CARES Act funding. The Mosquito Abatement District-Davis is requesting $1,739.00 from each city and the county.

Attached is a breakdown of the direct cost to our operations associated with the COVID19 pandemic. This total cost has been divided by the 15 cities and the county to determine the amount requested from the CARES Act Funding.

Thank you for your consideration in this funding request

Sincerely,

Gary Hatch
District Manager

Mosquito Abatement District Davis Direct Cost of COVID19

Expense Detail

3/13/2020 - 4/9/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Bill Pmt - Check	9596	04/02/2020	C-A-L Ranch	Shop Supplies and Water Jugs for each Truck	Shop / Operations	$ (273.21)	$ 224.75
Bill Pmt - Check	9599	04/02/2020	Home Depot	Paint and Supplies for Drone Trailer; Bleach for Facility	Shop Supplies	$ (100.17)	$ 4.08
Bill Pmt - Check	9600	04/02/2020	Sigma-Aldrich, Inc.	Lab Supplies	Lab Supplies		$ 1,665.18
Bill Pmt - Check	9602	04/02/2020	Zions Visa				$ 80.30
				Zoom.US	*Operations*	*$ 16.07*	
				Amazon Marketplace - Glass Spray Bottles 16 oz (3)	*Office Supplies*	*$ 64.23*	
Bill Pmt - Check	9612	04/07/2020	Bowman's	Clear Spray Bottles for Sanitize Solutions	Office Supplies		$ 9.95
Bill Pmt - Check	9620	04/07/2020	Sigma-Aldrich, Inc.	Lab Supplies	Lab Supplies		$ 394.57
Bill Pmt - Check	9624	04/07/2020	Roylance Fence Inc.	10 (1) button clickers for the electric gate	Facilities Maintenance		$ 220.00
							$ 2,598.83

Expense Detail

04/10/2020 - 05/15/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Bill Pmt - Check	9626	04/08/2020	Kaysville Ace Hardware	Paint for Drone Trailer; Cleaning Facility; ATV Sprayers	Shop / Operations / Office	$ (113.72)	$ 26.42
Bill Pmt - Check	9630	04/09/2020	Glen's Key & Safe Inc.	Locks for Port A Potties out in the field	Operations		$ 277.44
Bill Pmt - Check	9635	04/20/2020	Honey Bucket	Port a Potties in the field, weekly service	Operations		$ 981.20
Bill Pmt - Check	9638	04/20/2020	Wasatch Overhead Door	Remotes	Operations		$ 395.00
Bill Pmt - Check	9643	05/07/2020	Bowman's	Salt Crystals for electric fence around Port a Potties	Operations		$ 15.96
Bill Pmt - Check	9644	05/07/2020	C-A-L Ranch	Boots, Bungee Straps, Electric Fence around Port a Potti	Operations / ATV's	$ (104.94)	$ 59.99
Bill Pmt - Check	9653	05/07/2020	Home Depot	Facilities, Drone Trailer, Janitorial	Facilities / Capital Additions	$ (1,867.98)	$ 101.95
Bill Pmt - Check	9655	05/07/2020	Industrial Container and Supply	12 Gamma Lids and Buckets for truck garbage can	Operations		$ 71.16
Bill Pmt - Check	9668	05/07/2020	Univar	Gloves, Disinfectant	Operations		$ 835.32
Bill Pmt - Check	9669	05/07/2020	Utah Dept of Workforce Services	Unemployment - Past employees layed off	Salaries and Wages		$ 140.73
Bill Pmt - Check	9672	05/07/2020	Zions Visa				$ 521.58
			Gary Hatch				
				Amazon Marketplace - Aloe Vera Gel	*Operations*	*$ 20.35*	
				Amazon.com - Lotion with Aloe	*Office Supplies*	*$ 19.23*	
				Amazon Marketplace Aromatherapy Oil Set	*Office Supplies*	*$ 18.13*	
				Amazon Marketplace - Soap Dispensers	*Office Supplies*	*$ 10.70*	
				Smart Sign	*Operations*	*$ 49.18*	
				Industrial Container - 10 6 Gallon Pails, 1 oz. Bottles	*Operations*	*$ 55.50*	

				Amazon Marketplace - Plastic Spray Bottles	*Operations*	*$ 34.18*	
				Amazon Marketplace - Empty Spray Bottles w/measures	*Operations*	*$ 23.46*	
				Amazon Marketplace - Hand Sanitizer Gel	*Office Supplies*	*$ 85.04*	
				Amazon Marketplace - Aloe Vera Gel	*Operations*	*$ 39.37*	
				Amazon Marketplace - Forehead Temperature Scanner	*Operations*	*$ 107.13*	
				Amazon.com - Hand Sanitizer	*Office Supplies*	*$ 34.68*	
				Amazon Marketplace - Plastic Bottles	*Operations*	*$ 8.56*	
				Zoom	*Operations*	*$ 16.07*	

$ 3,426.75

Expense Detail
05/16/2020 - 6/12/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Liability Check	9692	05/14/2020	Sam's Club	Office Supplies	Office Supplies	$ (337.67)	$ 102.36
Liability Check	9693	05/21/2020	Honey Bucket	8 Port a Potties in the field serviced every 2 weeks	Operations		$ 1,061.37
Bill Pmt - Check	9694	06/09/2020	ADAPCO, Inc.	Hand Sanitizer	Operations		$ 420.00
Bill Pmt - Check	9698	06/09/2020	C-A-L Ranch	Boots; Ground rod for fence; Bungee Cords for ATV's	Operations	(106.51	$ 59.99
Bill Pmt - Check	9712	06/09/2020	Honey Bucket	Port a Potties in the field, weekly service	Operations		$ 871.20
Bill Pmt - Check	9728	06/09/2020	Univar	Altosid Briquet; ML Control; Maxpar G260; Face Masks	Larv/Adult/Oper	$ (58,783.98)	$ 492.30
Bill Pmt - Check	9729	06/09/2020	Utah Dept of Workforce Services	Unemployment	Salaries and Wages		$ 164.18
Bill Pmt - Check	9733	06/09/2020	Zions Visa				$ 455.36
			Gary Hatch				
				Zoom	*Operations*	*$ 16.07*	
				Amazon Marketplace - 4 oz. Travel Bottles for Sanitizer	*Operations*	*$ 64.28*	
				LogMeIn Subscription	*Operations*	*$ 375.01*	

$ 3,626.76

Expense Detail
6/13/2020 - 07/10/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Bill Pmt - Check	9768	07/03/2020	Zions Visa				$ 241.23
			Gary Hatch	*Lifetime Products - Surveillance / Coolers*	*Mosquitoes*	*$ 225.16*	
				Zoom	*Operations*	*$ 16.07*	
Bill Pmt - Check	9785	07/07/2020	Honey Bucket	8 Port-A-Potties in the field	Operations		$ 871.20

$ 1,112.43

Expense Detail
07/11/2020- 08/13/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Zions Bill Pay	EFT	07/28/2929	Sam's Club	Safety Incentive; Office Supplies; Operations	Safety/Office/Operations	$ (487.80)	$ 60.65
Bill Pmt - Check	9808	08/06/2020	Honey Bucket	8 Port a Potties out in the field	Operations		$ 871.20
Bill Pmt - Check	9809	08/06/2020	Kaysville Ace Hardware	Shop Supplies; Fasteners; Maintenance Supplies	Shop/Operations/Facilities	$ (85.90)	$ 55.97
Bill Pmt - Check	9811	08/06/2020	Life Technologies	Lab Supplies	Lab Supplies		$ 6,920.04
Bill Pmt - Check	9822	08/06/2020	Zions Visa				$ 16.07
			Gary Hatch				
				Zoom	*Operations*	*$ 16.07*	

$ 7,923.93

Expense Detail
08/14/2020 - 09/10/2020

Type	Num	Date	Name	Item	Account	Detail	Paid Amt
Bill Pmt - Check	9852	09/03/2020	Hi Valley Products	Lab Supplies	Lab Supplies		$ 30.28
Bill Pmt - Check	9853	09/03/2020	Honey Bucket	8 Port a Potties out in the field	Operations		$ 871.20

$ 901.48

Ordered			Progaurd	Hand Sanitizer stations	Operations		$ 880.00
Ordered			Progaurd	Hand Sanitizer stations Refills	Operations		$ 180.00
Ordered			Honey Bucket	8 Port a Potties in the field	Operations		$ 871.00
Ordered			Sigma-Aldrich, Inc.	Alcohol	Operations		$ 394.57
Ordered			Univar	KN95 Face Masks	Operations		$ 492.30
Ordered			Univar	Gloves and Disinfectant	Operations		$ 842.00
Ordered			Fatenal	Cleaning Supplies	Operations		$ 248.00

$ 3,907.87

$ 23,498.05

Personnel Cost for Quarantine			
Pay Period	Employee Number	Hours	Cost
4/26/20-5/9/20	16	30	$360.00
6/21/20-7/4/20	36	33	$445.50
7/19/20-8/1/20	23	42.25	$464.75
	73	5	$50.00
	74	5	$50.00
	11	20	$250.00
	18	20	$240.00
	58	20	$220.00
	60	22.25	$278.13
	62	20	$220.00
	64	20	$280.00
	65	20	$240.00
	68	20	$220.00
8/16/20-8/29/20	40	4.5	$58.50
8/30/20-9/12/20	1	10	$ 480.00
9/13/20-9/26/20	7	10	$ 120.00
	18	30	$ 360.00
			$4,336.88
	TOTAL COST For COVID19		$27,834.93

Request from Cares Act Funds per City in Davis County and Davis County $ 1,739.68

WEST BOUNTIFUL CITY

RESOLUTION #481-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH MOSQUITO ABATEMENT DISTRICT-DAVIS

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.,* to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the City has received federal funds which have been distributed through the State of Utah under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") to combat and address the effects of the novel coronavirus disease ("COVID-19") within Davis County; and

WHEREAS, the City wishes to provide the Mosquito Abatement District-Davis a portion of CARES Act funding to help achieve the objectives associated with the District's services within the City's jurisdiction.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement in Exhibit A.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 6th day of October, 2020.

_____
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	___	____
Councilmember Bruhn	___	____
Councilmember Enquist	___	____
Councilmember Preece	___	____
Councilmember Wood	___	____

ATTEST:

_____
Cathy Brightwell, Recorder

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2020, by and between **MOSQUITO ABATEMENT DISTRICT-DAVIS**, a local district and service area of the State of Utah, hereinafter referred to as "District" and **WEST BOUNTIFUL CITY**, a Utah municipal corporation, hereinafter referred to as "City."

RECITALS:

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

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

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

1. **Consideration.** The City hereby commits to provide $1,739.00 of CARES Act funding (the "Grant Funds") to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020.

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

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

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

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

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

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

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

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

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

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

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City, its elected and appointed officials, employees, and agents from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the District's performance of this Agreement caused by any act or omission of the District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however,

that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

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

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

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

"DISTRICT"

MOSQUITO ABATEMENT DISTIRCT-DAVIS

ATTEST:

_____ By:_____

Secretary , Chair

"CITY"

ATTEST:

_____ By:_____

Cathy Brightwell, City Recorder Kenneth Romney, Mayor

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me_____ _____, who being duly sworn, did say that he/she is the Chair of the Board of the **MOSQUITO ABATEMENT DISTIRCT-DAVIS**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said _____acknowledged to me that the Service Area executed the same.

_____
Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me Kenneth Romney, who being duly sworn, did say that he is the Mayor of **WEST BOUNTIFUL CITY**, a municipal corporation and political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and Kenneth Romney acknowledged to me that the City executed the same.

_____
Notary Public

WEST BOUNTIFUL CITY

RESOLUTION #482-20

A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT REGARDING WEST BOUNTIFUL ELEMENTARY SCHOOL

Whereas, the District has demolished the existing School building, is constructing a new School building, and is making certain other changes on the property on which the School is currently located, 500 North 800 West Street, West Bountiful, Utah 84087; and,

Whereas, the City owns property adjacent to the School Property located at 550 North 800 West, West Bountiful, Utah 84087; and,

Whereas, the Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.*, allows public agencies like the City and the District to enter into agreements for joint or cooperative action or to do anything they are authorized by statute to do.

Whereas, the parties desire to outline in this Agreement their respective rights and responsibilities with respect to the School construction, exchanges of real property interests, changes on the School Property, and related changes on the City Property, as well as the parties' reciprocal use of the School Property and City Property, as set forth in this Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that the Mayor is authorized to Execute the agreement attached as Exhibit A.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 6th day of October 2020.

_____
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	____	____
Councilmember Bruhn	____	____
Councilmember Enquist	____	____
Councilmember Preece	____	____
Councilmember Wood	____	____

ATTEST:

_____
Cathy Brightwell, Recorder

INTERLOCAL AGREEMENT
REGARDING WEST BOUNTIFUL ELEMENTARY SCHOOL

THIS INTERLOCAL AGREEMENT ("***Agreement***") regarding the relocation and construction of West Bountiful Elementary School (the "***School***") is entered into as of _____, 2020 (the "***Effective Date***"), by and between WEST BOUNTIFUL CITY, a municipal corporation and political subdivision of the State of Utah (the "***City***"), and DAVIS SCHOOL DISTRICT, a political subdivision of the State of Utah (the "***District***").

RECITALS

A. The District has demolished the existing School building, is constructing a new School building, and is making certain other changes on the property on which the School is currently located, 500 North 800 West Street, West Bountiful, Utah 84087 (the "***School Property***").

B. The City owns property adjacent to the School Property located at 550 North 800 West, West Bountiful, Utah 84087 (the "***City Property***").

C. The Interlocal Cooperation Act, *Utah Code Ann.* § 11-13-101, *et seq.*, allows public agencies like the City and the District to enter into agreements for joint or cooperative action or to do anything they are authorized by statute to do.

D. The parties desire to outline in this Agreement their respective rights and responsibilities with respect to the School construction, exchanges of real property interests, changes on the School Property, and related changes on the City Property, as well as the parties' reciprocal use of the School Property and City Property, as set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EXCHANGE OF REAL PROPERTY. Attached to this Agreement as **Exhibit A** is a depiction of a portion of the School Property and the City Property. The District will convey to the City its interests in Parcels 2 and 5, as depicted in **Exhibit A**. The City will convey to the District its interests in Parcels 1, 3, and 4, as depicted in **Exhibit A**. The parties will execute, deliver, and record quit claim deeds in the form attached as **Exhibit B** to reflect this exchange of real property interests.

2. USE AND MAINTENANCE OF FACILITIES. Except as expressly provided otherwise in this Agreement, the City will be responsible to maintain the City Property, and the District will be responsible to maintain the School Property. Each party may use the other party's property and facilities in compliance with the terms of reciprocal use set forth in the attached **Exhibit C**. Each party hereby grants to the other party the right to access its property as necessary to fulfill the other party's maintenance obligations under this Agreement, as long as

such access does not unreasonably interfere with the party's use and enjoyment of its own property.

3. EMERGENCY ACCESS. The District will construct an emergency access road around the new School building that connects 400 North Street to the east parking lot on the City Property, as depicted in the drawing attached as **Exhibit D**. The access road will be used for emergency purposes only, and will be blocked from regular vehicular use with collapsible bollards at the northern and southern connections, as shown on **Exhibit D**.

4. CITY PARKING LOT IMPROVEMENTS. The District will reconfigure and expand the east parking lot and parking stalls on the City Property (the "***Parking Lot***"), provide an additional emergency ingress and egress point at the south end of the Parking Lot, and provide fences, gates, landscaping and other improvements in and near the Parking Lot, all as depicted in the attached **Exhibit E**. The District will have the right to use the Parking Lot for purposes of emergency access, as shown in **Exhibit D**.

5. FIRE PROTECTION LINE. The District will install an 8" fire protection water line generally following the path of the emergency access road, as depicted in the Site Utility Plan attached as **Exhibit F**. The fire protection line will be connected at the District's expense to the City's culinary water system, will not be metered, and will be used for emergency fire suppression purposes only. The District will install fire hydrants, valves, and other related facilities along the fire protection line, as depicted in **Exhibit F**. The District will own and maintain the fire protection line and related facilities from the valve on 400 North to the gate valve near the Parking Lot, as depicted in **Exhibit F**. The District may access and use the Parking Lot and other City Property as necessary to maintain the fire protection line, as long as such use does not unreasonably interfere with the City's use of City Property. The District will repair and restore to its original condition any areas of City Property disturbed during installation or maintenance of the fire protection line.

6. 400 NORTH LANDSCAPE AND SIDEWALK EXTENSION. The District will install and maintain landscaping, curb, gutter, and sidewalk within the City's right-of-way on 400 North Street (the "***400 North Right-of-Way***"), as depicted in the attached **Exhibit G**. The District will also install a right-in, right-out concrete island at the entrance to the School Property on 400 North Street, as depicted in **Exhibit G**. The City, at its option, may install and maintain a sign in the landscaped portion of the 400 North Right-of-Way.

7. CITY-OWNED PICKLEBALL COURTS. The District will finish grade the pickleball court area depicted in the attached **Exhibit H**. The City will otherwise construct, own, and maintain the pickleball courts. The District will be responsible to maintain (including snow removal) the sidewalk north of the pickleball courts, portions of which are on City Property, in a clean and working condition.

8. BOWERY IMPROVEMENTS. The District will demolish the existing bowery and concrete pad on Parcel 4, as defined in **Exhibit A**, and construct a concrete pad for a new bowery on Parcel 5 (see **Exhibit A**), as depicted in **Exhibit I**. The District will bring electrical power to the site of the new bowery. The District will have the right to use the bowery in accordance with the terms of **Exhibit C**.

9. IMPROVEMENTS AT DISTRICT'S EXPENSE. Except for those improvements specifically described as the City's responsibility, the District will be solely responsible for (a) all costs associated with the construction and installation of the improvements described above and in **Exhibits D** through **I** (collectively, the "***Improvements***"); (b) restoration of any City Property or improvements disturbed during such construction and installation; and (c) maintenance of all Improvements located on the School Property and in the 400 North Right-of-Way (except for the City's sign, if any). Except for the Improvements specifically described as the District's responsibility (such as portions of the fire protection line and the sidewalk north of the pickleball courts), the City will be responsible for maintenance of all Improvements located on the City Property.

10. CONSTRUCTION SUBJECT TO CITY STANDARDS AND INSPECTION. The District will construct, install, or modify all Improvements according to the requirements of this Agreement, the West Bountiful Municipal Code, the City's standards and specifications, and all other applicable laws and requirements (collectively, "***City Standards***"). The Improvements will be open to and subject to the City's inspection during construction and upon final completion.

11. WARRANTY OF IMPROVEMENTS. The District warrants that the Improvements will comply with City Standards and will remain in good condition, free from all defects in workmanship or materials during the Warranty Period (as defined below), without charge or cost to the City. For purposes of this Agreement, "***Warranty Period***" means the one-year period beginning on the date the City provides the District written acceptance of the completed Improvements.

12. TERM. This Agreement will take effect on the Effective Date and will continue in effect for a period of fifty (50) years, unless sooner terminated in accordance with this Agreement.

13. TERMINATION. This Agreement may be terminated as follows:

a. By mutual written agreement of the parties;

b. Upon written notice from either party following the other party's material default under this Agreement; or

c. As otherwise provided in this Agreement or as permitted by law.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES. EACH PARTY WILL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF THE PARTY DOES NOT MAKE ANNUAL APPROPRIATIONS, AS PART OF ITS ANNUAL PUBLIC BUDGETING PROCESS, TO ADEQUATELY PAY FOR ITS OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY UNDER THIS AGREEMENT. Termination of this Agreement will not extinguish a party's rights to enforce

provisions of this Agreement, such as indemnification provisions, that by their context survive the termination.

14. INDEMNIFICATION. Each party is a governmental entity subject to the provisions of the Utah Governmental Immunity Act (the "***Act***"). Consistent with the terms of the Act, each party is responsible and liable for its own wrongful or negligent acts committed by the party or its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act or any limits of liability provided by the Act. Subject to the foregoing, each party will defend, indemnify and hold harmless the other party from all claims, causes of action, damages, and costs (including reasonable attorney fees) arising out of the indemnifying party's breach of this Agreement, use of the other party's property or facilities under this Agreement, or negligence or other fault attributable to the indemnifying party.

15. NO INTERLOCAL ENTITY CREATED. No separate legal entity or governing board is created by this Agreement.

16. COPIES OF AGREEMENT. A duly executed original or counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with *Utah Code Ann.* § 11-13-209, as amended.

17. SEPARATE EMPLOYEES. Each party acknowledges, understands, and agrees that its representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under its supervision, direction, or control are not in any manner or degree employees or agents of the other party, and shall have no right to any benefits from the other party.

18. DISPUTE RESOLUTION. In the event of a dispute over the parties' respective rights and obligations under this Agreement or interpretation of this Agreement, the parties will attempt in good faith to resolve the dispute amicably. In the event they are unable to resolve the dispute through negotiation, the parties may, but are not required to, submit to non-binding mediation before any lawsuit is filed. In the event of litigation, the prevailing party will be entitled to recover its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

19. DEFAULT AND REMEDIES. Each party will be in default if fails to perform any other obligation or breaches any warranty under this Agreement and does not cure the failure or breach within thirty (30) days after written notice from the other party. In the event of default, the non-defaulting party will be entitled to terminate this Agreement and pursue any remedy available under this Agreement, at law, or in equity.

20. MISCELLANEOUS.

a. Notice. All notices required to be given under this Agreement must be in writing and must be hand delivered; sent by email or confirmed facsimile; or sent via certified mail, return receipt requested, postage prepaid, to each party at the address set forth below. Notice will be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first. Each party may designate a different address upon written notice to the other party.

If to the City:

West Bountiful City
Attention: City Administrator
550 North 800 West
West Bountiful, Utah 84087

If to the District:

Davis School District
Attention:
45 East State Street, PO Box 588, Farmington, Utah 84025

b. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard.

c. Modification and Waiver. No modification of this Agreement shall be valid or binding unless made in writing and signed by each party as duly authorized by resolution. Failure of either party to take any action to enforce this Agreement shall not constitute a waiver of the party's rights or a continuing waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

d. Assignment. Neither party may assign this Agreement or delegate its obligations under this Agreement without the other party's prior written consent. Subject to this limitation on assignment, this Agreement will be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

e. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

f. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties. No other person or entity, including either party's officers, employees, and agents, shall have any interest under this Agreement or be classified as a third-party beneficiary of this Agreement.

g. Counterparts. This Agreement may be executed in any number of counterparts, and delivered by facsimile or electronic transmission. Each counterpart will be considered an original and all of them will constitute one instrument.

h. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. EACH PARTY HEREBY CONSENTS TO THE

JURISDICTION OF THE COURTS OF THE STATE OF UTAH OR THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

i. Warranty of Authority. The persons signing below on behalf of an entity represent and warrant that they have been duly authorized to do so, and that the entity will be bound by this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

WEST BOUNTIFUL CITY

_____
Kenneth Romney, *Mayor*
Date:_____

ATTEST:

_____
Cathy Brightwell, *City Recorder*

APPROVED AS TO FORM AND LEGALITY

_____
Stephen B. Doxey, *City Attorney*

DAVIS SCHOOL DISTRICT

By:_____

Date:_____

ATTEST:

By:_____

APPROVED AS TO FORM AND LEGALITY

_____
Benjamin E.L. Onofrio
Attorney for Davis School District

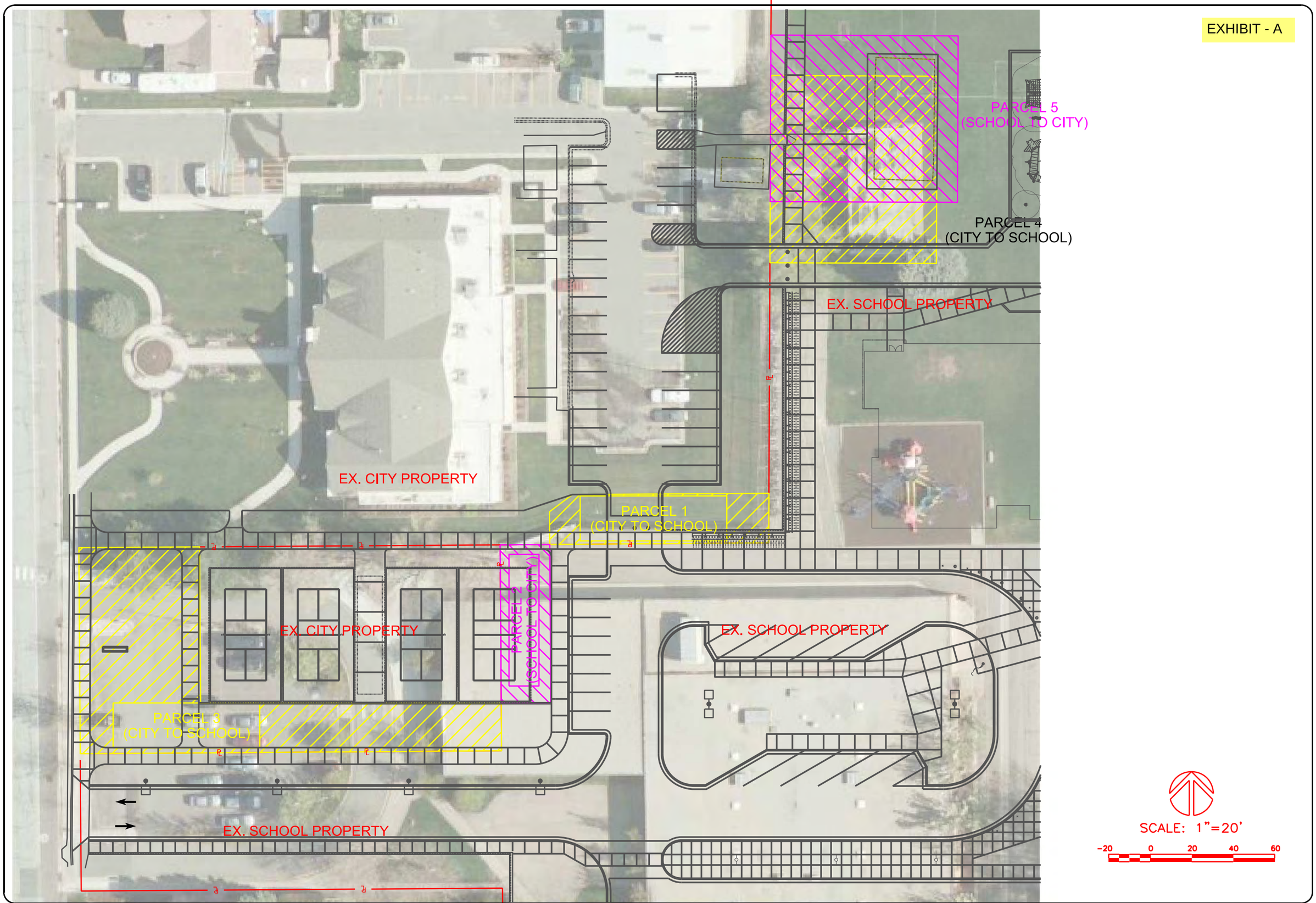
List of Exhibits:

Exhibit A	Depiction of School Property and City Property
Exhibit B	Quit Claim Deeds for Parcels 1 through 5
Exhibit C	Terms of Reciprocal Use of Facilities
Exhibit D	Emergency Access
Exhibit E	City Parking Lot
Exhibit F	Fire Protection Line
Exhibit G	400 North Improvements
Exhibit H	City-owned Pickleball Courts
Exhibit I	Bowery Improvements

EXHIBIT A

Depiction of School Property and City Property

EXHIBIT - A



DESCRIPTION	DATE	APPR	MARK

ESI ENGINEERING
CONSULTING ENGINEERS
AND LAND SURVEYORS
3500 SOUTH MAIN SUITE 206
SOUTH SALT LAKE CITY, UT 84115
801-263-1752 - FAX 801-263-1780

DESIGNED BY: KM
DRAWN BY: KM
CHECKED BY: BFC
DATE: 10-04-2019

DAVIS SCHOOL DISTRICT
WEST BOUNTIFUL ELEMENTARY
EWST BOUNTIFUL, UT

PROPERTY EXHIBIT

PROJECT #
07-065

EXHIBIT B

Quit Claim Deeds

EXHIBIT - B
Parcel 1

WHEN RECORDED, MAIL TO:

DAVIS SCHOOL DISTRICT
45 EAST STATE STREET
FARMINGTON, UT 84025

ALSO:
WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

Affecting Tax ID No. 06-037-0041

Quit Claim Deed

(CITY)

Davis County

West Bountiful City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the DAVIS SCHOOL DISTRICT, Grantee, at 45 East State Street, Farmington, Utah 84025, for the sum of TEN ($10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE 1/4 of Section 24, T.2 N., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract, which point is described by record deed as 52 rods North and 10 rods East from the Southwest Corner of the Northeast Quarter of said Section 24 (Note: said point of beginning is more particularly described as 847.97 feet N.0°08'40"W. along the section line and 2,481.96 feet S.89°51'20"W. from the East Quarter Corner of said Section 24); and running thence S.89°36'51"W. (Note: record deed = West) 105.27 feet along the southerly boundary line of said entire tract; thence N.0°23'09"W. 6.32 feet; thence N.89°59'47"E. 105.33 feet to the easterly boundary line of said entire tract; thence S.0°14'59"W. (Note: record deed = South) 5.62 feet along said easterly boundary line to the point of beginning. The above described parcel of land contains 629 square feet or 0.014 acre.

Continued on Page 2

IN WITNESS WHEREOF, said _____West Bountiful City_____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this____ day of _____, A.D. 20__.

S T A T E O F U T A H) _____West Bountiful City_____
) ss.
COUNTY OF) By_____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that __he is the_____ of _____West Bountiful City_____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____day of_____, A.D. 20___, and said_____ acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp
The date in this certificate first above written:

_____
Notary Public

WHEN RECORDED, MAIL TO:

WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

ALSO:

DAVIS SCHOOL DISTRICT
45 EAST STATE STREET
FARMINGTON, UT 84025

Affecting Tax ID No. 06-037-0181

Quit Claim Deed

(SCHOOL DISTRICT)

Davis County

THE BOARD OF EDUCATION OF THE Davis SCHOOL DISTRICT, a body politic in the County of Davis, organized and existing under the laws of the State of Utah, with its principal office at 45 East State Street, City of Farmington, County of Davis, State of Utah, Grantor, hereby QUIT CLAIMS to WEST BOUNTIFUL CITY, Grantee, at 550 North 800 West, West Bountiful, Utah 84087, for the sum of TEN ($10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE 1/4 of Section 24, T.2 N., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at a northwest corner of said entire tract, which point is described by record deed as 46 rods North and 37 1/2 feet East from the Southwest Corner of the Northeast Quarter of said Section 24 (Note: said point of beginning is more particularly described as 847.43 feet N.0°08'40"W. along the section line and 2,611.07 feet S.89°51'20"W. from the East Quarter Corner of said Section 24); and running thence N.89°36'51"E. (Note: record deed = East) 23.84 feet along the northerly boundary line of

Continued on Page 2

said entire tract; thence S.0°23'09"E. 76.05 feet; thence S.89°36'51"W. 23.84 feet to the westerly boundary line of said entire tract; thence N.0°23'09"W. (Note: record deed = North) 76.05 feet along said westerly boundary line to the point of beginning. The above described parcel of land contains 1,813 square feet or 0.042 acre.

IN WITNESS WHEREOF, said Board of Education of the _____Davis_____ School District has caused this instrument to be executed this_____ day of _____, A.D. 20___, by its proper officers thereunto duly authorized.

ATTEST:

_____
Secretary

THE BOARD OF EDUCATION OF THE
_____Davis_____ SCHOOL DISTRICT

STATE OF UTAH)
) ss. By _____
COUNTY OF) Superintendent of Schools

On the date first above written personally appeared before me, _____ and _____, who, being by me duly sworn, did say that they are the Superintendent and the Secretary, respectively, of said School District, and that the within and foregoing instrument was signed in behalf of said Board of Education by authority of a resolution of said board, and said _____ and said _____ each duly acknowledged to me that said School District executed the same.

WITNESS my hand and official stamp
the date in this certificate first above written:

_____
Notary Public

WHEN RECORDED, MAIL TO:

DAVIS SCHOOL DISTRICT
45 EAST STATE STREET
FARMINGTON, UT 84025

ALSO:
WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

Affecting Tax ID No. 06-037-0045

Quit Claim Deed

(CITY)

Davis County

West Bountiful City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the DAVIS SCHOOL DISTRICT, Grantee, at 45 East State Street, Farmington, Utah 84025, for the sum of TEN ($10.00) , Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the N 1/2 of Section 24, T.2 N., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract, which point is described by record deed as 46 rods North and 37.5 feet East from the Southwest Corner of the Northeast Quarter of said Section 24 (Note: said point of beginning is more particularly described as 748.43 feet N.0°08'40"W. along the section line and 2,610.65 feet S.89°51'20"W. from the East Quarter Corner of said Section 24); and running thence S.89°36'51"W. (Note: record deed = West) 202.50 feet along the southerly boundary line of said entire tract to the southwest corner of said entire tract; thence N.0°23'09"W. (Note: record deed = North) 99.00 feet along the westerly boundary line of said entire tract to the northwest corner of said entire tract; thence N.89°36'51"E. (Note: record deed = East) 58.02 feet; thence S.0°23'09"E. 74.92 feet; thence S.89°56'11"E.

Continued on Page 2

144.49 feet to the easterly boundary line of said entire tract; thence S.0°23'09"E. (Note: record deed = South) 22.95 feet along said easterly boundary line to the point of beginning. The above described parcel of land contains 9,142 square feet or 0.210 acre.

IN WITNESS WHEREOF, said _____West Bountiful City_____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this____ day of _____, A.D. 20__.

S T A T E O F U T A H) _____West Bountiful City_____
) ss.
COUNTY OF) By_____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that __he is the_____ of _____West Bountiful City_____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____day of_____, A.D. 20___, and said_____ acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp
The date in this certificate first above written:

_____
Notary Public

WHEN RECORDED, MAIL TO:

DAVIS SCHOOL DISTRICT
45 EAST STATE STREET
FARMINGTON, UT 84025

ALSO:
WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

Affecting Tax ID No. 06-037-0100

Quit Claim Deed

(CITY)

Davis County

West Bountiful City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the DAVIS SCHOOL DISTRICT, Grantee, at 45 East State Street, Farmington, Utah 84025, for the sum of TEN ($10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

Beginning at a point 52 rods North and 165 feet East and 122 feet North from the Southwest corner of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Salt Lake Meridian, and running thence North 90 feet; thence East 80 feet; thence South 90 feet; thence West 80 feet to the point of beginning. Containing 0.165 acre.

Continued on Page 2

IN WITNESS WHEREOF, said _____West Bountiful City_____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this____ day of _____, A.D. 20__.

S T A T E O F U T A H) _____West Bountiful City_____
) ss.
COUNTY OF) By_____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that __he is the_____ of _____West Bountiful City_____, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____day of_____, A.D. 20___, and said_____ acknowledged to me that said municipal corporation executed the same.

WITNESS my hand and official stamp
The date in this certificate first above written:

_____
Notary Public

WHEN RECORDED, MAIL TO:

WEST BOUNTIFUL CITY
550 NORTH 800 WEST
WEST BOUNTIFUL, UT 84087

ALSO:

DAVIS SCHOOL DISTRICT
45 EAST STATE STREET
FARMINGTON, UT 84025

Affecting Tax ID Nos. 06-037-0181
06-037-0100

Quit Claim Deed

(SCHOOL DISTRICT)

Davis County

THE BOARD OF EDUCATION OF THE Davis SCHOOL DISTRICT, a body politic in the County of Davis, organized and existing under the laws of the State of Utah, with its principal office at 45 East State Street, City of Farmington, County of Davis, State of Utah, Grantor, hereby QUIT CLAIMS to WEST BOUNTIFUL CITY, Grantee, at 550 North 800 West, West Bountiful, Utah 84087, for the sum of TEN ($10.00), Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NE 1/4 of Section 24, T.2 N., R.1 W., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning at a point in a westerly boundary line of said entire tract, which point is 1012.12 feet N.0°08'40"W. along the section line and 2,480.83 feet S.89°51'20"W. from the East Quarter Corner of said Section 24; and running thence N.0°14'59"E. (Note: record deed = North) 80.00 feet along said westerly boundary line of said entire tract; thence S.89°45'01"E. 90.00 feet; thence S.0°14'59"W. 80.00 feet; thence N.89°45'01"W.

Continued on Page 2

90.00 feet to the point of beginning. The above described parcel of land contains 7,200 square feet or 0.165 acre.

IN WITNESS WHEREOF, said Board of Education of the _____Davis_____ School District has caused this instrument to be executed this_____ day of _____, A.D. 20___, by its proper officers thereunto duly authorized.

ATTEST:

_____
Secretary

THE BOARD OF EDUCATION OF THE
_____Davis_____ SCHOOL DISTRICT

STATE OF UTAH)
) ss. By _____
COUNTY OF) Superintendent of Schools

On the date first above written personally appeared before me, _____ and _____, who, being by me duly sworn, did say that they are the Superintendent and the Secretary, respectively, of said School District, and that the within and foregoing instrument was signed in behalf of said Board of Education by authority of a resolution of said board, and said _____ and said _____ each duly acknowledged to me that said School District executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

_____
Notary Public

EXHIBIT C

Terms of Reciprocal Use of Facilities

Terms of Reciprocal Use of Facilities

The following terms shall govern the parties' reciprocal use of each other's property and facilities under the attached Interlocal Agreement Regarding West Bountiful Elementary School dated _____, 2020 (the "***Agreement***"). Capitalized terms not otherwise defined in this document shall have the meanings ascribed to them in the Agreement.

1. Purpose. One purpose of the Agreement is to allow the parties more fully to utilize public facilities, thereby benefiting the District's students and patrons and the City's residents and reducing expenses to taxpayers within the District and the City.

2. Facilities. As used in this document, "***School Facilities***" means the playground, fields, and parking lot on the School Property. "***City Facilities***" means the bowery and pickleball courts on the City Property. "***Facilities***" means either District Facilities or City Facilities.

3. District Use of City Facilities. The City's programs and activities will have priority for use of City Facilities. Subject to that priority, the District will have the right to use City Facilities in connection with School activities as long as such use does not interfere with the City's use. The District will be responsible to reimburse the City for all direct additional costs resulting from the District's use, including field maintenance, utilities, building supervision, and custodial services.

4. City Use of School Facilities. The District's programs and activities will have priority for use of School Facilities. Subject to that priority, the City will have the right to use School Facilities in connection with City activities as long as such use does not interfere with the District's use. The City will be responsible to reimburse the District for all direct additional costs resulting from the City's use, including field maintenance, utilities, building supervision, and custodial services.

5. Scheduling. The parties will cooperate in scheduling each other's Facilities. The City Administrator or designee and the School principal or designee will schedule the District's use of City Facilities and the City's use of School Facilities on an annual basis. If the District desires to use City Facilities outside of the annual schedule, the School principal or designee must make arrangements with the City Administrator or designee. Likewise, if the City desires to use School Facilities outside of the annual schedule, the City Administrator or designee must make arrangements with the School principal or designee.

6. Cost Sharing. The parties may work out reciprocal arrangements for use of Facilities on an equal cost basis. Such arrangements will be reviewed annually. Each party will value the reciprocal use of School Facilities and City Facilities on a direct additional cost basis so that the actual expense each incurs is covered and does not require a subsidy from the operating budget of either party.

7. Maintenance and Damage. The parties will be responsible for the ordinary and regular maintenance of their respective Facilities unless this document or the Agreement

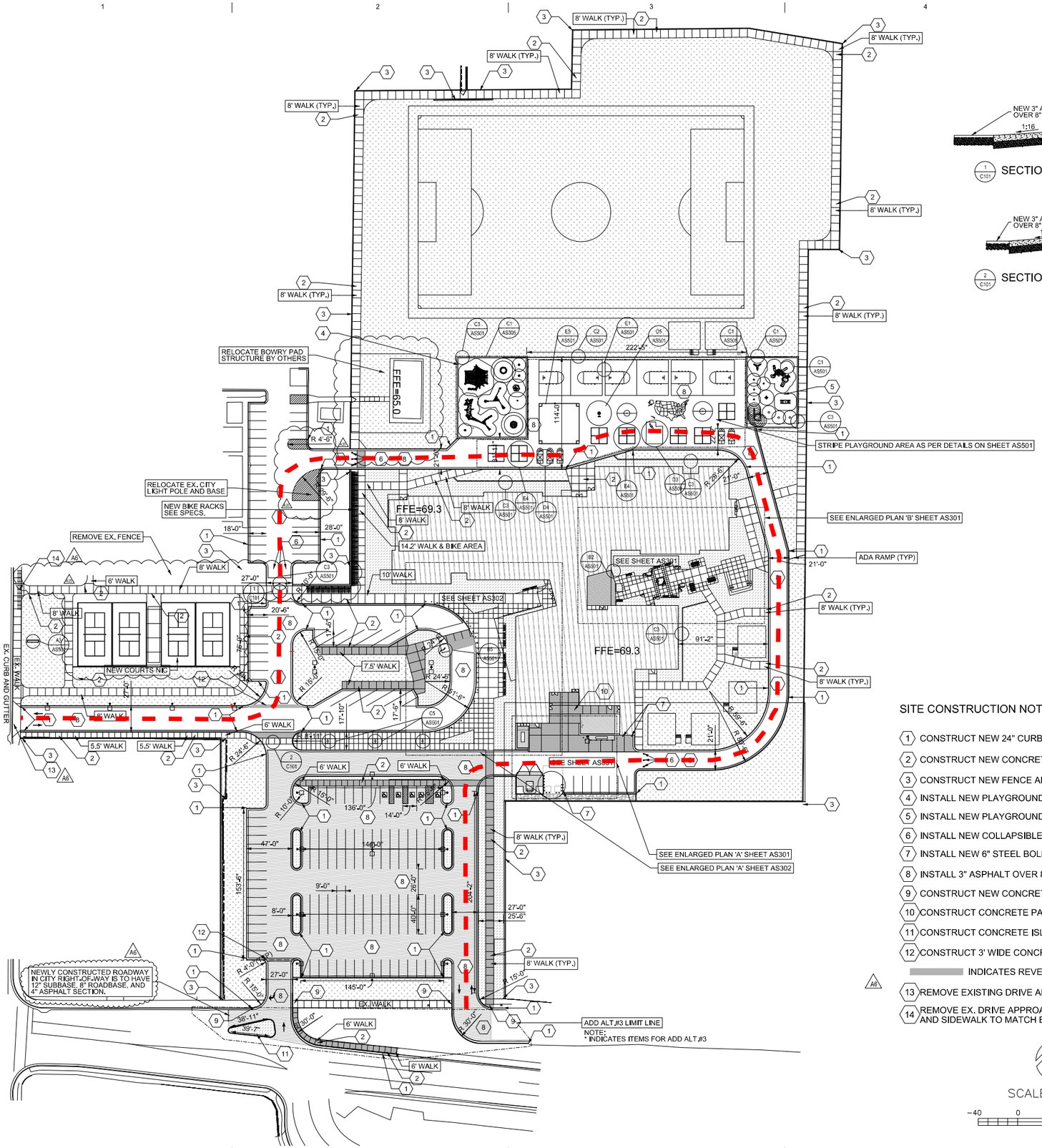
expressly provides otherwise. Each party will use the other party's Facilities in a careful and prudent manner. Each party will pay for damages to the other party's Facilities caused by or in connection with the party's exclusive use or possession of the Facilities at the time the damage occurs.

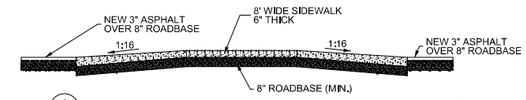
8. Insurance and Indemnification. Each party will maintain public liability and property damage insurance coverage during the term of the Agreement with coverage in an amount not less than a combined single limit of $2,000,000 per occurrence and in the aggregate, and any additional amount required by the Utah Governmental Immunity Act (the "***Act***") or other state law. Consistent with the terms of the Act, each party is responsible and liable for its own wrongful or negligent acts committed by the party or its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act or any limits of liability provided by the Act. Subject to the foregoing, each party will defend, indemnify and hold harmless the other party from all claims, causes of action, damages, and costs (including reasonable attorney fees) arising out of the indemnifying party's breach of the Agreement, use of the other party's Facilities, or negligence or other fault attributable to the indemnifying party.

EXHIBIT D

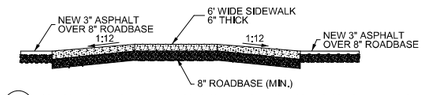
Emergency Access

EXHIBIT - D





1 C101 SECTION DETAIL FOR 8' WIDE RAISED SIDEWALK



2 C101 SECTION DETAIL FOR 6' WIDE RAISED SIDEWALK

SITE CONSTRUCTION NOTES:

1. CONSTRUCT NEW 24" CURB AND GUTTER AS PER DETAIL 1 SHEET C502
2. CONSTRUCT NEW CONCRETE WALK AS PER DETAIL 4 SHEET C502. WIDTH PER PLAN.
3. CONSTRUCT NEW FENCE AND 17" CONCRETE MOW STRIP AS PER DETAIL B3 SHEET AS501.
4. INSTALL NEW PLAYGROUND EQUIPMENT. SEE LAYOUT DETAIL C1 SHEET AS303
5. INSTALL NEW PLAYGROUND EQUIPMENT. SEE LAYOUT DETAIL E1 SHEET AS303
6. INSTALL NEW COLLAPSIBLE BOLLARD. SEE DETAIL A2 SHEET AS501
7. INSTALL NEW 6" STEEL BOLLARD. SEE DETAIL A1 SHEET AS501
8. INSTALL 3" ASPHALT OVER 8" ROADBASE. SEE DETAIL 3 SHEET C 502.
9. CONSTRUCT NEW CONCRETE ADA RAMP
10. CONSTRUCT CONCRETE PAVEMENT
11. CONSTRUCT CONCRETE ISLAND
12. CONSTRUCT 3' WIDE CONCRETE WATERWAY

INDICATES REVERSE PAN CURB AND GUTTER

A6

13. REMOVE EXISTING DRIVE APPROACH. CONSTRUCT NEW CONCRETE DRIVE APPROACH.
14. REMOVE EX. DRIVE APPROACH. INSTALL NEW CURB AND GUTTER AND SIDEWALK TO MATCH EXISTING.

SCALE: 1"=40'

-40 0 40 80 120

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

MHTN ARCHITECTS
MHTN Architects, Inc.
420 East South Temple
Suite 100
Salt Lake City, Utah 84111
Telephone (801) 595-8700
Telefax (801) 595-8717
www.mhtn.com

ESI Engineering, Inc.
3000 South Main, Suite 206
Salt Lake City, Utah 84115
(801) 263-1752
(801) 263-1760 fax
www.esieng.com

DAVIS SCHOOL DISTRICT
WEST BOUNTIFUL ELEMENTARY
750 WEST 400 NORTH
WEST BOUNTIFUL, UTAH 84087

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SEAL

REGISTERED PROFESSIONAL ENGINEER
No. 343584
BRIAN F. CAMPBELL
STATE OF UTAH

MHTN PROJECT NO. 2017554
DRAWN BY:
CHECKED BY:

REVISIONS
CONTRACTOR: VERIFY DRAWINGS IN FIELD. USE REFLECT LAST REVISION DATE.

REV.	DATE	DESCRIPTION
2	10.02.2018	ADDED ALTERNATE #3 (ADD ALT #3) & CLARIFIED ELECTRICAL
1	10.02.2018	REVISED PLAN SHEET AS301
1	10.02.2018	REVISED PLAN SHEET AS302
1	10.02.2018	ADDED PROPOSED LOCATION FOR NEW 6' FENCE NEAR EX.
2	14 MAR 2018	REVISED PER CITY REVIEW
1	30 AUG 2018	ADDED
1	3 NOV 2018	ADDED

ISSUE
BID PACKAGE
OCT. 02, 2018

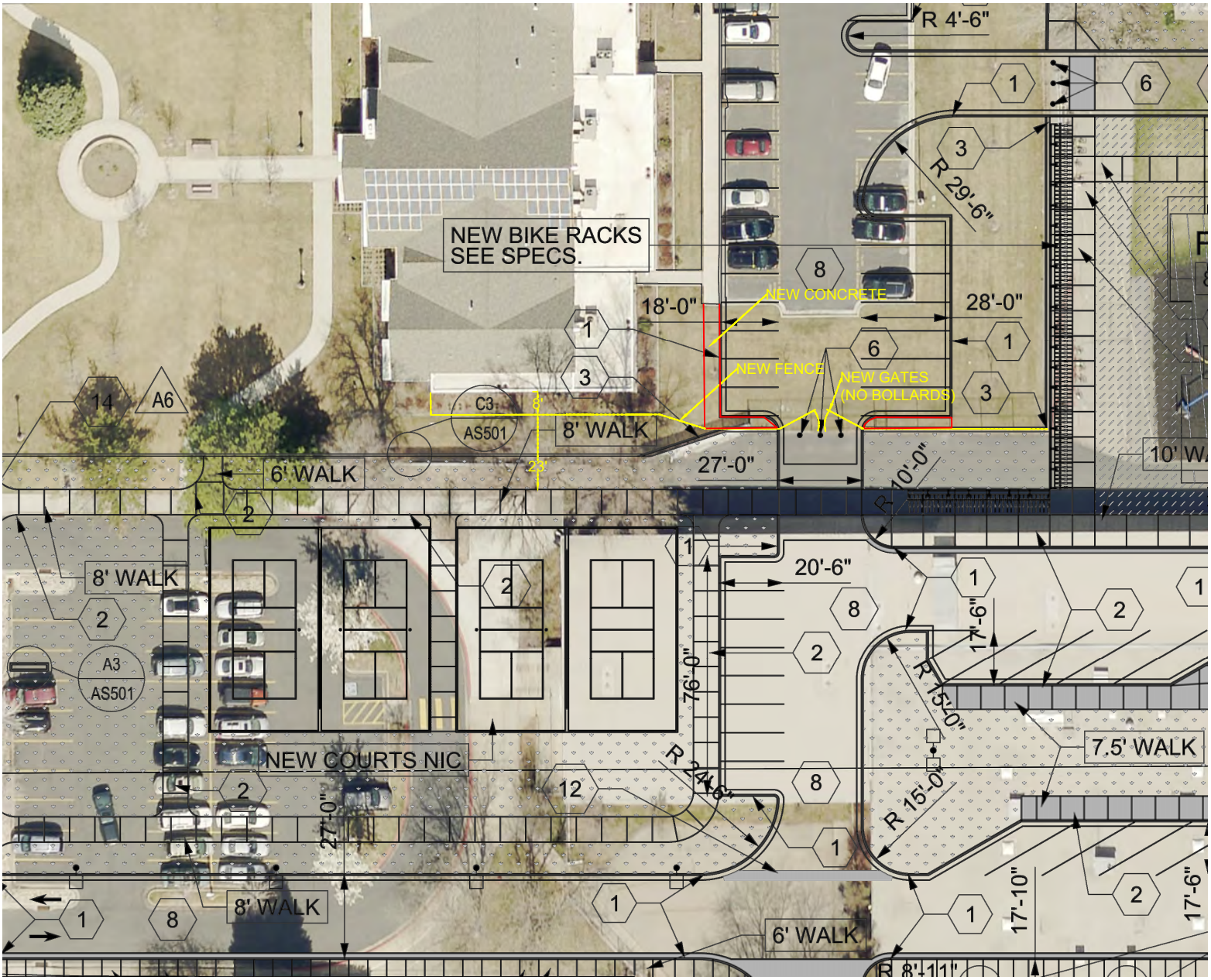
SHEET NAME
OVERALL SITE PLAN

On this Drawing, 1 in 30 x 42 Zoo not scale contents of this drawing.

SHEET NUMBER
C 101

EXHIBIT E

City Parking Lot

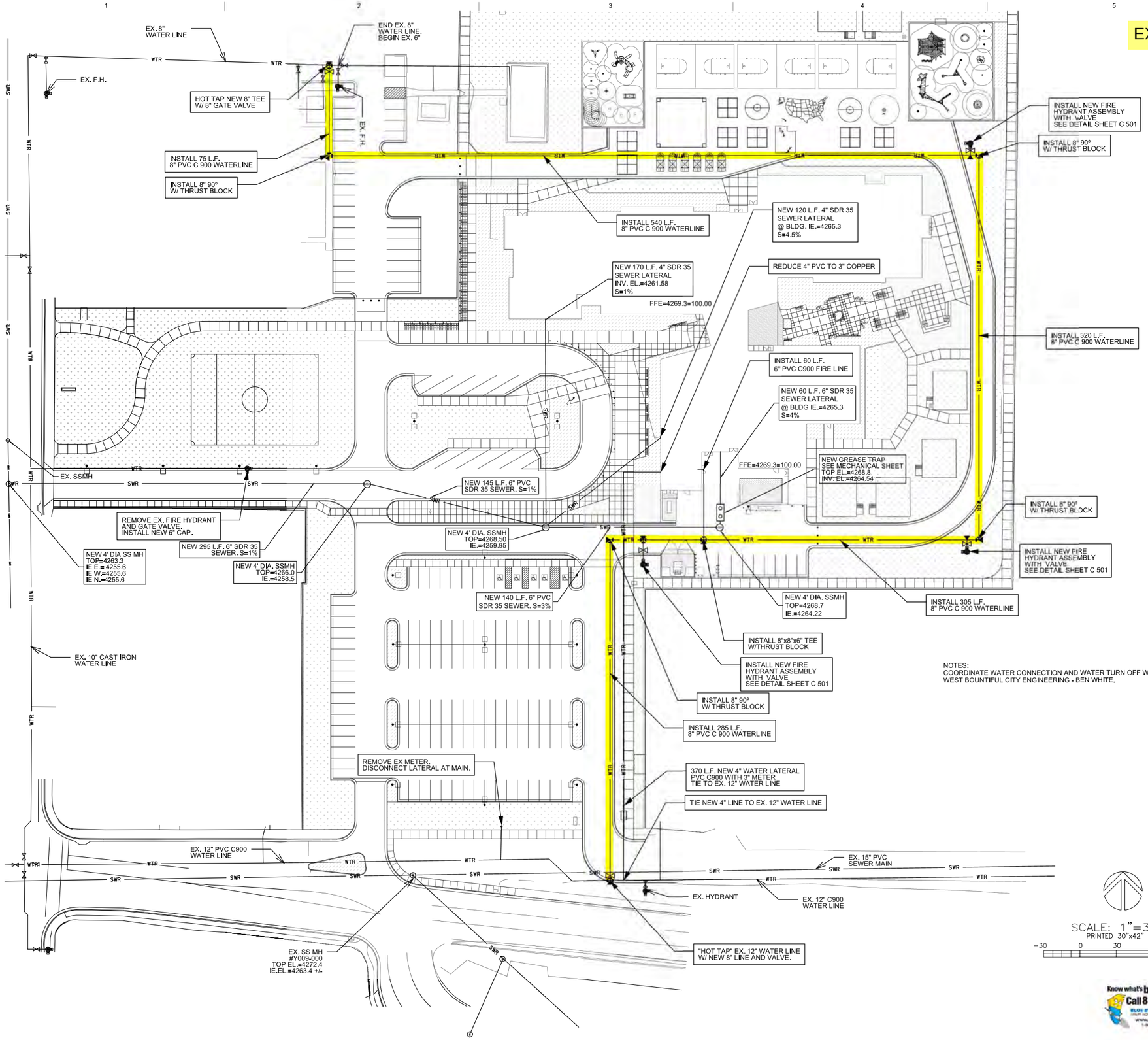


* Gates may be installed to open in the direction as decided by the District

EXHIBIT F

Fire Protection Line

EXHIBIT - F



NOTES:
COORDINATE WATER CONNECTION AND WATER TURN OFF WITH WEST BOUNTIFUL CITY ENGINEERING - BEN WHITE.

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DAVIS SCHOOL DISTRICT

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SEAL

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No. 343584
BRIAN F. CAMPBELL
STATE OF UTAH

MHTN PROJECT NO. 2017554

VIEW AND PRINT THIS DRAWING IN COLOR

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REVISIONS
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NO.	DATE	DESCRIPTION

ISSUE
CONFORMANCE SET
11/27/18

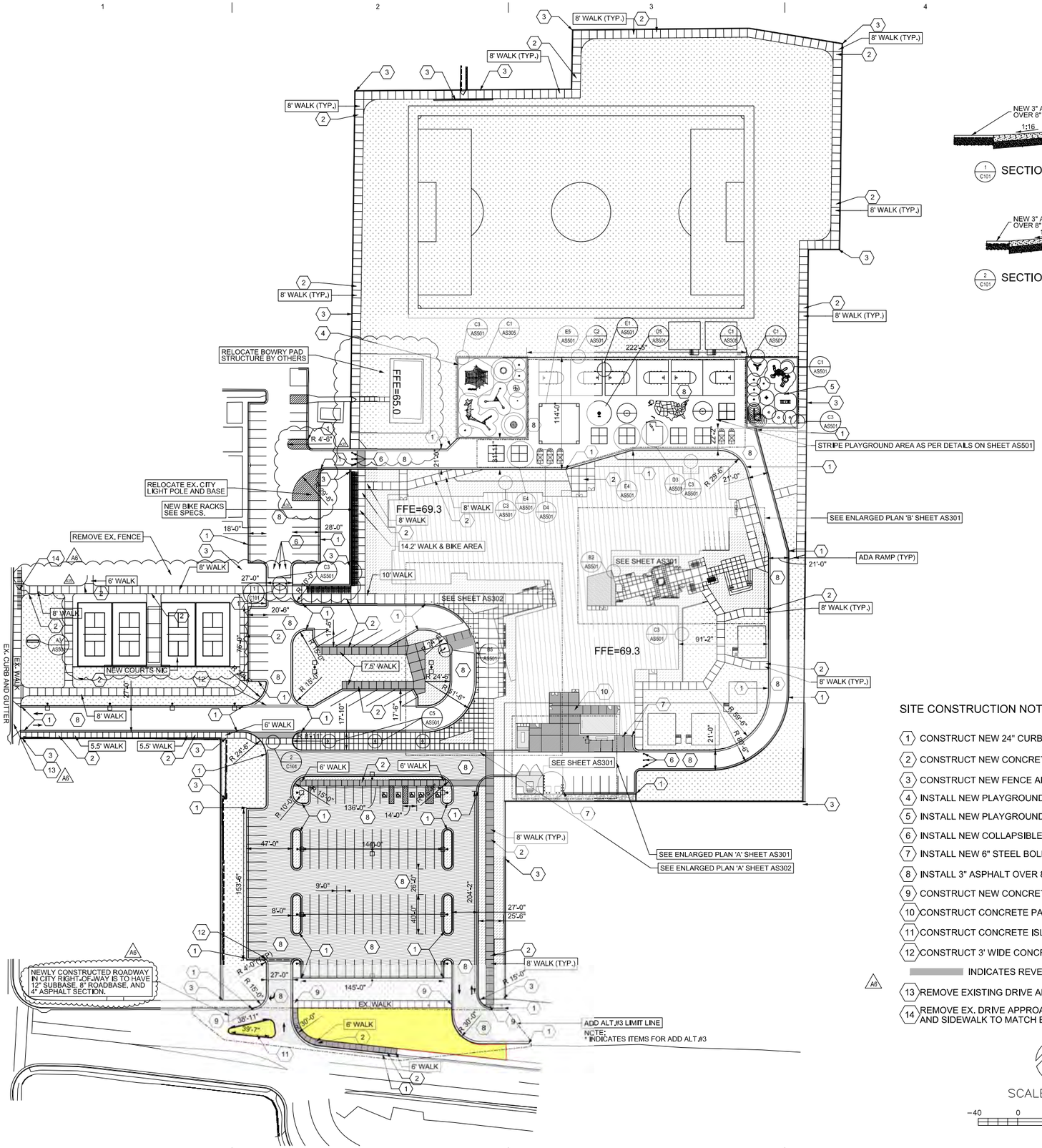
SHEET NAME
SITE UTILITY PLAN

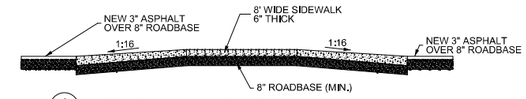
SHEET NUMBER
C102

EXHIBIT G

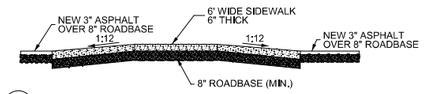
City-owned Pickleball Courts

EXHIBIT - G





1 C101 SECTION DETAIL FOR 8' WIDE RAISED SIDEWALK



2 C101 SECTION DETAIL FOR 6' WIDE RAISED SIDEWALK

SITE CONSTRUCTION NOTES:

1. CONSTRUCT NEW 24" CURB AND GUTTER AS PER DETAIL 1 SHEET C502
2. CONSTRUCT NEW CONCRETE WALK AS PER DETAIL 4 SHEET C502. WIDTH PER PLAN.
3. CONSTRUCT NEW FENCE AND 17" CONCRETE MOW STRIP AS PER DETAIL B3 SHEET AS501.
4. INSTALL NEW PLAYGROUND EQUIPMENT. SEE LAYOUT DETAIL C1 SHEET AS303
5. INSTALL NEW PLAYGROUND EQUIPMENT. SEE LAYOUT DETAIL E1 SHEET AS303
6. INSTALL NEW COLLAPSIBLE BOLLARD. SEE DETAIL A2 SHEET AS501
7. INSTALL NEW 6" STEEL BOLLARD. SEE DETAIL A1 SHEET AS501
8. INSTALL 3" ASPHALT OVER 8" ROADBASE. SEE DETAIL 3 SHEET C 502.
9. CONSTRUCT NEW CONCRETE ADA RAMP
10. CONSTRUCT CONCRETE PAVEMENT
11. CONSTRUCT CONCRETE ISLAND
12. CONSTRUCT 3' WIDE CONCRETE WATERWAY

INDICATES REVERSE PAN CURB AND GUTTER

A6

13. REMOVE EXISTING DRIVE APPROACH. CONSTRUCT NEW CONCRETE DRIVE APPROACH.
14. REMOVE EX. DRIVE APPROACH. INSTALL NEW CURB AND GUTTER AND SIDEWALK TO MATCH EXISTING.

SCALE: 1"=40'

-40 0 40 80 120

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DAVIS SCHOOL DISTRICT

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SEAL

REGISTERED PROFESSIONAL ENGINEER
No. 343584
BRIAN F. CAMPBELL
STATE OF UTAH

M+TN PROJECT NO. 2017554
DRAWN BY:
CHECKED BY:

REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD. USE REFLECT LAST REVISION DATE.

NO.	DATE	DESCRIPTION
1	10.02.2018	ADDED ALTERNATE #3 (FOR GRADING CLARIFICATION)
2	10.02.2018	REVISED (FOR GRADING ISSUES)
3	10.02.2018	REVISED (FOR GRADING ISSUES)
4	10.26.2018	ADDED PROPOSED BOLLARDS, FENCE, REV.
5	11.16.2018	REVISED PER ADDENDUM
6	12.10.2018	ASI #1
7	01.10.2019	ASI #2

ISSUE
BID PACKAGE
OCT. 02, 2018

SHEET NAME
OVERALL SITE PLAN

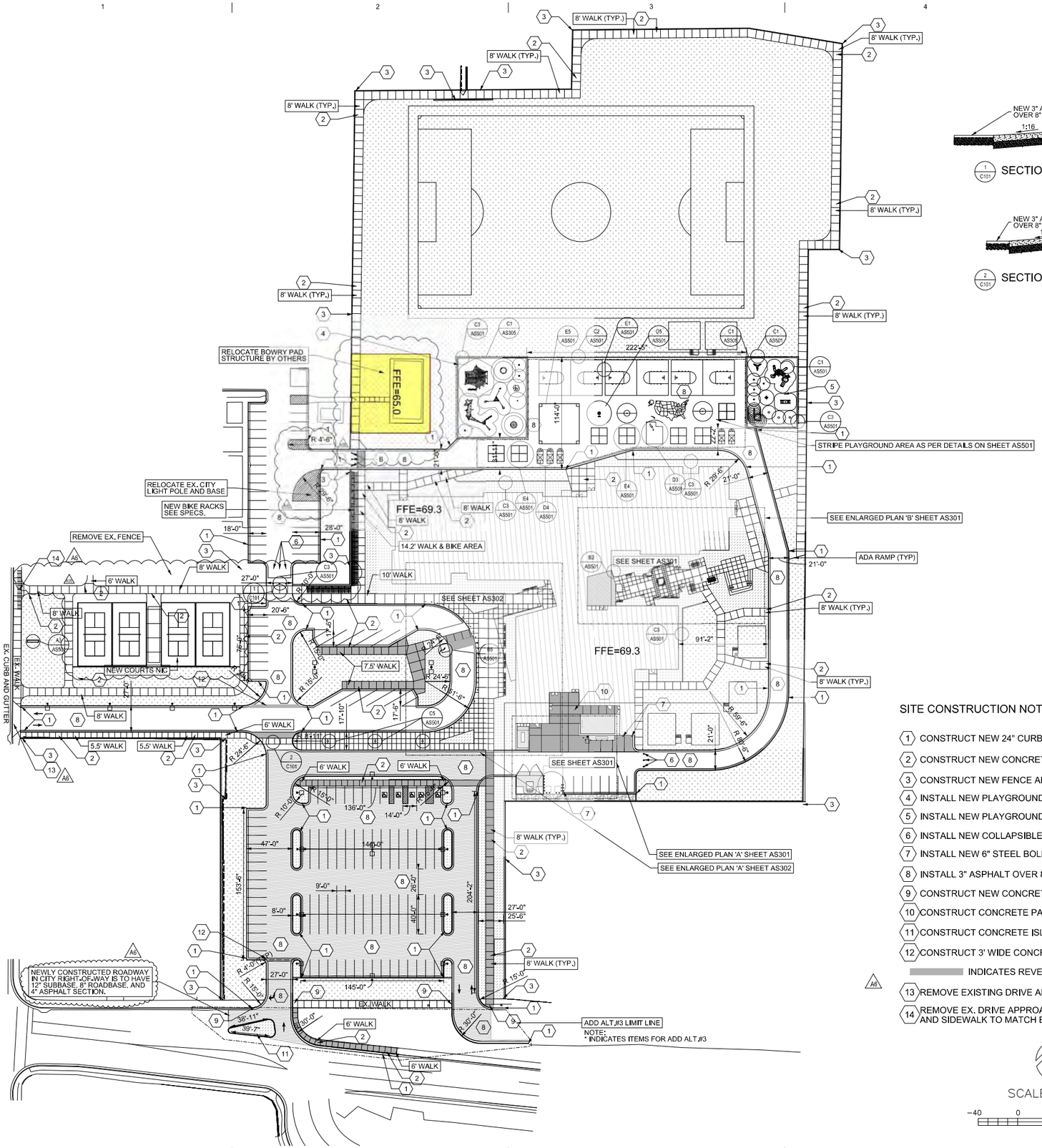
Original Drawing is 30 x 42. Do not scale contents of this drawing.

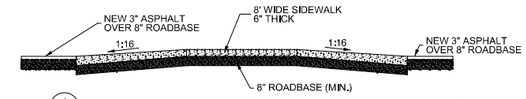
SHEET NUMBER
C 101

EXHIBIT I

Bowery Improvements

EXHIBIT - i





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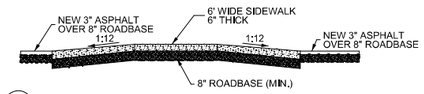

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SEAL:

REGISTERED PROFESSIONAL ENGINEER
No. 343584
BRIAN F. CAMPBELL
STATE OF UTAH

MHTN PROJECT NO.: 2017554
DRAWN BY:
CHECKED BY:

REVISIONS
CONTRACTOR TO VERIFY DRAWINGS IN FIELD. USE REFLECT LAST REVISION DATE.

NO.	DATE	DESCRIPTION
1	10.02.2018	ADDED ALTERNATE #3 FOR GRADING CLEARING & TREES
2	10.02.2018	REVISED FOR GRADING & UTILITIES
3	10.02.2018	REVISED FOR GRADING & UTILITIES
4	10.26.2018	ADDED PROPOSED BIKE RACKS & FENCE REV.
5	11.16.2018	REVISED PER CITY & BID SET
6	12.10.2018	ASI #1
7	01.10.2019	ASI #2

ISSUE
BID PACKAGE
OCT. 02, 2018

SHEET NAME
OVERALL SITE PLAN

On plots/prints by a 30 x 42 do not scale contents of this drawing.

SHEET NUMBER
C 101

WEST BOUNTIFUL CITY

RESOLUTION #483-20

A RESOLUTION CONSENTING TO ASSIGNMENT OF COUNCIL MEMBER DUTIES

WHEREAS, West Bountiful is an active and vibrant community; and

WHEREAS, West Bountiful City has various boards, commissions, and activities; and

WHEREAS, U.C.A 10-3b-104 grants the Mayor the authority to appoint members of the City Council to various assignments and functions, with the advice and consent of the Council.

NOW THEREFORE, be it resolved by the City Council of West Bountiful, Utah that the body consents to the following assignment as made by the Mayor:

Assignment: Youth City Council Council member James Ahlstrom

This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 6th day of October 2020.

_____
Ken L. Romney, Mayor

VOTING:	YEA	NAY
James Ahlstrom	___	___
James Bruhn	___	___
Kelly Enquist	___	___
Mark Preece	___	___
Rod Wood	___	___

ATTEST:

_____
Cathy Brightwell, City Recorder

PENDING – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 1, 2020** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

All participants were on Zoom. Those in attendance include:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece, and Rod Wood.

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Dallas Green (Golf Director), Interim Chief Brandon Erekson, Steve Maughan (Public Works), Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer), Terri Hensley (Secretary), and Josh Virostko (Golf Superintendent).

PUBLIC: Alan Malan, Gary Jacketta, Roger Timmerman, Dennis Vest

Mayor Romney called the meeting to order at 7:35 pm and read the following statement, which can be reviewed on the city website. (see item 3 below)

> ***Mayor Romney has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org***

Mayor Romney gave an Invocation and the Pledge of Allegiance was led by James Bruhn.

1. Approve the Agenda.

MOTION: ***James Bruhn made a motion to approve the agenda. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.***

2. Public Comment

There was no public comment.

3. Resolution 478-20, A Resolution Approving Procedures for Electronic Meetings

Duane Huffman explained the new requirements for holding virtual meetings. This Resolution brings our regulations into conformity by updating the wording of the city's previous telephonic meeting regulations to reflect our current method of virtual meetings. It also updates the information regarding anchor locations and the Mayor or public body Chair's ability to determine that need based on public health concerns.

Notice of any meeting without an anchor location in which members of the public or staff are anticipated to participate electronically will include a link or other means by which such persons and members of the public may join the meeting remotely.

MOTION: ***James Bruhn made a Motion to Approve Procedures for Electronic Meetings as stated in Resolution 478-20. Rod Wood seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

4. Lakeside Golf Report

Dallas Green and Josh Virostko provided an overview of the changes in daily operations of Lakeside golf course due to COVID-19 and a financial update. Seventy percent of business is being handled from the outside window reducing the need for golfers to enter the pro shop, bookings are handled online, bunker rakes have been removed, and easy-lifts installed on the flags, so no one has to touch the pole to remove their ball from the hole.

While 2019 concluded as the best financial year in Lakeside history, 2020 has already surpassed it with a 43% increase to date. The course has been far more profitable than originally projected. As we move into the fall months, expenses wind down while revenue still builds. Gross revenues could easily exceed one million dollars for the golf year – the highest in Lakeside history.

In the early months of the pandemic, Lakeside was the only driving range open, so people drove to us and many have continued to come back even after their local courses opened. We also believe that people stuck at home discovered or rediscovered golf as it was one of the few things available. Demand for golf lessons is very high.

Mayor Romney commented that even while Lakeside is busier than ever, he continually receives complements about the great condition of the Course from the community. Lakeside staff has learned a lot together as they have met the many challenges associated with the pandemic. Dallas stated it has been a challenging time, but the team has learned to be more efficient and stronger. They now operate more effectively, and he commended the staff for all their efforts in a stressful year. Josh added that he is grateful for the great working partnership with Dallas, and the support he has from Dallas's group has been great and he appreciates their help.

Mayor Romney added that it is highly likely there will be a future proposal coming before the city council to continue extensive work on the cart paths. Duane Huffman noted that money has been budgeted for the continued tee box restoration project, cart staging area and fencing. The planning includes cart paths and how to mitigate the challenges with cart traffic. He also stated the newly installed air conditioner in the café back room is working very well and appreciated by the staff.

Council member Preece said he was impressed with these results as it is a huge testament to the quality of our golf staff, and he thanked them for all their hard work in trying times.

5. Coronavirus Aid, Relief, and Economic Security (CARES) Act Report

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provided $562 million to the State of Utah for local governments which they plan to distribute in three separate allocations. Ultimately, cities and counties are set to receive $107,296,608, divided out by population, at roughly $87 per capita. School districts are a part of a separate CARES act funding source, but special districts are dependent on cities/counties for any share of the funding.

The state has distributed the first of two tranches, and there is no information on if or when the final tranche will be available. West Bountiful City has received $339,330 ($169,665 in July and $169,665 in August). The money may only be used for eligible expenses as defined by the U.S. Treasury Department for COVID-related impacts through December 30, 2020 and must be carefully tracked.

Duane Huffman summarized the total amount of purchases, incurred and planned, related to COVID-19 which total approximately $125k. These expenses are being carefully tracked in a detailed spreadsheet and separate account. Included is Personal Protective Equipment (PPE); cleaning supplies for current use and for possible COVID-19 exposure; IT expenses related to remote working set-up for city employees; no-touch sinks and doors, replacement of glass at front reception desk of city hall, etc. There is also money set aside to assist with employee leave of absence expenses due to COVID-19 exposure/quarantines. So far, no West Bountiful City employee has tested positive with the virus.

Special districts (Fire, Recreation, and Sewer Districts) do not receive CARES money. Their money must come from city or county donations. The Sewer District did not require additional funds, as nothing has changed for their day to day operations. The South Davis Metro Fire has had significant expenses related to COVID-19 to include PPE, cleaning supplies and staff overtime. The Recreation District also had additional expenses. For these Districts, the member cities have evaluated requested funding and determined, based on population, each city's contribution. West Bountiful's share for the Fire District is approximately $20,000, and for the Recreation District is approximately $10,000.

An inter-local agreement has been drafted that essentially states once money is passed on to the Districts, it is up to that organization to track and account for spending in accordance to the criteria laid out by the CARES Act. It is no longer the city's responsibility.

The Davis School Foundation is a 501c3 charity organization associated with the School District. The School District has its own CARES money, but this charity organization does not. They have provided a proposal that would help provide childcare expenses to West Bountiful City residents affected by school schedule changes associated with the pandemic. There is an application process to receive these funds based on income. While nothing is in place yet, staff sees this as an excellent way of directing CARES funding to affected residents.

An additional topic for utilizing CARES funds is the idea to provide high speed fiber community hotspots at the City Hall building and City Park. This would allow residents that need internet for remote work or school a place with connectivity. UTOPIA Fiber (a non-profit Government Interlocal Agency) has provided cost estimates of $101,000 to lay the fiber and provide the first 3 years of use.

Roger Timmerman, Executive Director of UTOPIA, explained there would be no fiber to individual homes and would be a long -erm benefit to the city. There was further discussion on logistics, mapping, speed and coverage.

There was also discussion of wiring the large City Park bowery for sound and audio/visual for Arts Council performances.

6. FY 20/21 Budget Report

Duane Huffman gave a brief update on the first two months into our 2020/21 budget. Not knowing what impact COVID would have on the city finances, the original budgets were very lean and based on a worst case scenario. The city has far exceeded expectations on sales tax numbers; seven of the eight months in 2020 have been the highest grossing months in years.

So far, our expenses have been in line with our budget. While employee merit increases were budgeted, they have not yet been enacted because of the uncertainty of the current COVID-19 situation. Duane proposed we move forward with this merit increase.

Due to the lean budgets adopted at the beginning of the year, Duane asked the departments to update their budgets starting in January. As we move closer to this date, we will have data from fall income and have a better idea if the more "normal" budgets are an option going into the second half of the fiscal year.

Also noted was a payroll tax deferral option adopted by President Trump which is basically an interest free loan that would still need to be paid back. It is our intent as a city to not participate in this program.

MOTION: ***Rod Wood made a Motion to implement the merit increase as previously budgeted and approved. Mark Preece seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

7. Purchase Approvals – Garbage Cans, City Hall Bowery, CARES Expenses

The city's procurement code requires that certain expenditures of $10,000 or more first be approved by the city council. Approval is requested for the following:

1. Garbage Cans - The FY-21 budget includes $15,000 from the Solid Waste Fund for additional garbage cans. These cans are used for new homes, to replace broken cans, and to provide additional household cans as requested. The $15,000 will supply approximately 255 cans.

2. Bowery Behind City Hall - As part of the new school construction, Davis County School District requested to re-locate the bowery behind city hall. The current bowery structure was already in need of replacement. Under the arrangement, the city would pay for a replacement structure and the school district would provide the demolition and new concrete pad.

   The city previously contracted with Smith Steelworks for purchase and installation of the structure for $52,488. The school district would like to use this same contractor for their side of the arrangement, but current school contracts complicate the matter. The district has proposed to pay West Bountiful City $62,662.42 for the completion of the project. West Bountiful City would use these funds to pay Smith Steelworks for demolition and a new concrete pad.

3. CARES Expenses to providing funding to West Bountiful City to help with expenses directly related to the COVID-19 pandemic.

   A. South Davis Metro Fire District: Up to $20,000
   B. South Davis Recreation District: Up to $10,000
   C. UTOPIA Fiber: $101,000

The Davis School Foundation (as discussed in Item 5 above) is not included in this vote, as the details are not yet complete.

MOTION: ***James Ahlstrom made a Motion to Approve Purchases as Stated Above. Rod Wood seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

8. Resolution 476-20 a Resolution Authorizing an Interlocal Agreement with South Davis Metro Fire Service Area for CARES Funding

The City has received federal funds which have been distributed through the State of Utah under the "CARES Act" to combat and address the effects of COVID19 within West Bountiful City.

The City wishes to provide the South Davis Metro Fire Service Area a portion of its CARES Act funding to help achieve the objectives associated with the District's services within the City's jurisdiction.

MOTION: ***James Ahlstrom made a Motion to Approve Resolution 476-20 Authorizing an Interlocal Agreement with South Davis Metro Fire Service Area for CARES Funding. Kelly Enquist seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye

Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

9. Resolution 477-20 a Resolution Authorizing an Interlocal Agreement with South Davis Recreation District for CARES Funding

The City has received federal funds which have been distributed through the State of Utah under the "CARES Act" to combat and address the effects of COVID19 within West Bountiful City.

The City wishes to provide the South Davis Recreation District a portion of its CARES Act funding to help achieve the objectives associated with the District's services for West Bountiful residents.

MOTION: ***James Ahlstrom made a Motion to Approve Resolution 477-20 Authorizing an Interlocal Agreement with South Davis Recreation District for CARES Funding. James Bruhn seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

10. Staff Reports

Public Works Report – Steve Maughan

- 800 West – Steve thanked to Kris, Blake and Dennis for really stepping up to keep the project moving while he was unavailable. Another 2" layer of asphalt, striping and some landscaping are left to be done.
- Seal coating went very well this year and roads are scheduled to be striped.
- There was a main line water leak this week on 700 North – these old steel lines are on the list to be replaced.
- James Ahlstrom added that the path from McKean subdivision to the Prospector Trail was completed.

Community Development – Cathy Brightwell

- Regarding the Woodhaven subdivision expansion, the Fire Department has determined a second access road is necessary to satisfy code. The owners have reviewed the associated costs and decided it is too expensive so they will not be going forward with the expansion. Instead, they would like to add outside storage and a privacy fence around the property. Duane Huffman added that we should consider moving forward with the new Mobile Home ordinance and rezone of the property separate from the expansion.
- Public hearing next week on medical cannabis pharmacy signage issue. WholesomeCo is asking the city to mirror state code on size of signage.
- Doug Coons supplied a concept plan for his property at 1000 N 550 West. He will be making a presentation to the Planning Commission as to what his desires for development are for the property going forward.

- There is a potential buyer for the Duane Hughes property on 1100 West. They would like to put a private school there if zoning allows. We are gathering additional information as to exactly what type of school is proposed.
- The city is still getting a larger than normal number of building permits coming in. Two permit holders have notified the city their projects are on hold because lumber costs have increased so much - up 40% in many cases. Even with the increased volume, staff has been able to keep up with the additional numbers so far.

Administrative Report – Duane Huffman

- Thanks again for staff stepping up and doing a great job during a very busy and stressful few weeks.

11. Mayor/Council Reports

Mayor Romney – no report.

James Ahlstrom attended the new school open house and said he was blown away with how great the school is; it is designed incredibly well. The teachers were excellent, it is a desirable place to be and he was so pleased with how it all turned out.

Kelly Enquist – no report.

Rod Wood – no report.

James Bruhn – Arts Council will be discussing the proposed camera system and sound system at their next meeting. He also said he loved everything he has seen with the new school.

Mark Preece – no report.

12. Approve Minutes from August 18, 2020 City Council Meeting.

Council member Enquist asked to have one item worded differently to reflect his comments more accurately at the August 18th meeting.

MOTION: ***James Ahlstrom made a motion to approve the minutes from the August 18, 2020 meeting as corrected. Mark Preece seconded the Motion which PASSED by unanimous vote of all members present.***

13. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205(1)(a) Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual, and (d) Discussion of the purchase, exchange, or lease of real property.

MOTION: ***James Ahlstrom made a Motion to move into Executive Session for the purpose of 1) discussing the character, professional competence, or physical or mental health of an individual, and performance of individuals; and 2) discuss the purchase, exchange or lease of real property. At the conclusion***

of the closed session, the meeting will be adjourned. A 5 minute break will be taken prior to the Executive Session. James Bruhn seconded the Motion which PASSED.

The vote was recorded as follows:

James Ahlstrom – aye	James Bruhn – aye
Kelly Enquist – aye	Mark Preece – aye
Rod Wood – aye	

14. Adjourn

The meeting was adjourned in conjunction with the adjournment of the closed session as stated in item 13 above.

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The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, October 6, 2020.

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Cathy Brightwell, City Recorder

PENDING MINUTES – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 15, 2020** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

All participants were on Zoom. Those in attendance:

MEMBERS: Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn, Kelly Enquist, Mark Preece and Rod Wood.

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney) Dallas Green (Golf Director), Josh Virostko (Golf Superintendent), Interim Chief Brandon Erekson, Sgt. Jeremy Adams, Cathy Brightwell (City Recorder), Kris Nilsen (City Engineer) and Terri Hensley (Secretary).

PUBLIC: Alan Malan, Alex Iorg, Gary Jacketta, Chris Jeffery, Dennis Vest, DJ Schanz

Mayor Romney called the meeting to order at 7:31 pm and read the following statement.

Mayor Romney has determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org

James Bruhn gave a Thought and the Pledge of Allegiance was led by Kelly Enquist.

1. Approve the Agenda.

MOTION: ***Mark Preece made a motion to approve the agenda. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.***

2. Public Comment

There was no public comment.

Mayor Romney spoke on behalf of Ed and Paula Swanke who had shared their thanks and appreciation for the work Sgt. Adams did on solving the pink flamingo theft case. The Mayor showed a gift bag given to Sgt. Adams that contained a small statue of a pink flamingo mounted on a stand.

3. Ordinance 434-20, An Ordinance Amending WBMC Title 17 Regarding Medical Cannabis Pharmacy Signage Regulations.

West Bountiful City adopted land use regulations related to a medical cannabis pharmacy on July 7, 2020. WholesomeCo Cannabis filed a petition with West Bountiful City on August 20, 2020 for a text change specifically regarding signage size restrictions.

Planning commission discussed this issue over two meetings and held a public hearing at which no member of the public presented comments. After evaluating this request using the legislative discretion and standards laid out in state code for enacting land use regulations, the planning commission unanimously voted to recommend city council approve the request to remove the size restrictions in WBMC 17.62.030 as shown below.

1. *A medical cannabis pharmacy may not advertise in any medium, except as stated here.*
2. *A medical cannabis pharmacy may use signage on the outside of the medical cannabis pharmacy that includes only*
   a. *the medical cannabis pharmacy's name,*
   b. *hours of operation,*
   c. *a green cross,*
   ~~*d. does not exceed four feet by five feet in size*~~
   e. *complies with city signage regulations*

There was discussion about the existing Carr Printing signage on the building and the need to make sure total signage does not exceed current city regulations which limit signs to 15% of the total face of each wall. Staff will evaluate as part of its normal review of the building permit.

MOTION: ***James Ahlstrom made a Motion to Adopt Ordinance 434-20 Amending WBMC 17.62.030 Regarding Medical Cannabis Pharmacy Signage Regulation as recommended by planning commission. Ron Wood seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

4. Resolution 480-20, A Resolution Approving the Memorandum of Understanding for West Bountiful City-Davis Education Foundation Child Care Assistance Grant.

As discussed in the last City Council meeting, the City has received certain federal funding under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), to be used in connection with the COVID-19 pandemic. This Memorandum of Understanding (MOU) outlines the terms on which the City is willing to grant a portion of its CARES Act funds to Davis Education Foundation (DEF) to assist qualified families with child care costs as a result of the pandemic.

The grants to be distributed under this MOU are to assist city residents with pre-K/elementary students enrolled in Davis School District in defraying child care costs incurred on remote learning school days that have been imposed due to COVID-19 restrictions. The City has committed $25,000 from tranche one of CARES Act funding to cover the cost of the grants. This amount is expected to cover two months of funding.

DEF will be responsible to receive grant applications, determine eligibility, and disburse funds to qualified applicants. If funds remain after all grant requests have been filled, DEF will use the

remaining funds to contract with Davis School District family service workers to do social/emotional learning "well checks" for City resident-students who have no in-person contact with counselors or teachers due to exclusive online learning.

DEF will attempt to disburse all funds by December 30, 2020. They will return any unused funds to the City by January 29, 2021.

MOTION: ***Kelly Enquist made a Motion to approve the West Bountiful City-Davis Education Foundation Child Care Assistance Grant as outlined above. James Bruhn seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

5. Resolution 479-20, a Resolution Authorizing an Interlocal Agreement with Davis County for Placement of a Permanent Ballot Drop Box on City Property.

The county desires to place a ballot drop box on city property for the mutual benefit of supporting federal, state, and local elections. The box will be open only during voting cycles. The agreement allows for 50 years but can be terminated by either party at any time. The city is not responsible for the box, the state of Utah remains responsible. James Ahlstrom requested that there be clear instructions placed directly on the box that it is only to be used for official ballots, so residents do not mistake it for utility bill drop off or other city matters.

MOTION: ***James Bruhn made a Motion to Approve Resolution 479-20 Authorizing an Interlocal Agreement with Davis County for Placement of a Permanent Ballot Drop Box on City Property. James Ahlstrom seconded the Motion.***

The Motion PASSED with a vote as follows:

James Ahlstrom – aye James Bruhn – aye
Kelly Enquist – aye Mark Preece – aye
Rod Wood – aye

6. Staff Reports

Police – Brandon Erekson

- The police department worked hand-in-hand with Public Works during the windstorm event. It has been a difficult couple of weeks for the department and officers are working long hours.
- He recognized members of CERT for their support with clean-up efforts.
- Will be moving forward with hiring new officers. Received twenty-five applications so far and interviews will begin next week.

- Working through a cross walk safety issue. Considering flags, flashing signs and possible other options.

Community Development – Cathy Brightwell

- As previously reported, Woodhaven Mobile Home Park decided to cancel their planned expansion. This week they asked the Fire Marshal if they could add two additional spaces to the property rather than the eight previously requested. The Fire Marshal declined the request stating the number of homes in the park already exceed fire code so no more would be allowed.
- Doug Coons met with the Planning Commission regarding development options for his newly purchased property at 550 W 1000 N including rezoning and PUD. The planning commission told him the likelihood of a positive recommendation for either option was unlikely.
- Raising Canes Restaurant may not be going into its originally planned location at 400 N and 500 W, but they did not share any details.
- Texas Roadhouse installed an outdoor dining cover without a permit. They have removed the patio cover and decided not to proceed with the permitting and inspection process.

Public Works Report – Duane Huffman for Steve Maughan

- Storm cleanup was an enormous effort this week. A huge THANK YOU to all involved. All staff jumped in and did their part and far exceeded expectations. Public Works was very grateful for assistance from the Police Department, as they worked long hours, side by side during cleanup. Cathy Brightwell did a great job taking calls and coordinating volunteer and agency efforts for clean-up. UDOT and local volunteers including Hugoe trucking were extremely helpful in community clean-up efforts.
- Kris Nilsen jumped in and took over coordination of the 800 West project, so all other staff could focus on storm cleanup.
- Blake Anderson managed public works effort while Steve was out of town and he did a great job.
- 800 West crews continued to work even before the storm was over. 800 West is scheduled to be paved this Friday.
- The city hall/school pavilion has been demolished, but debris removal delayed because no dump trucks were available due to storm cleanup. New pavilion is expected to be up within the next several weeks.

Administrative Report – Duane Huffman

- The city is now sorting through responsibility/liability issues for some of the storm damage.
- Mayor signed an emergency declaration, so state and federal funds are available to the city.
- The city has begun looking at sidewalks from uprooted trees, light poles ripped out, etc.
- Staff has started a list of individuals and organizations to thank for their participation and efforts in the clean-up process.
- The city is looking into moving up the date of the fall clean up so we can assist residents with non-green storm debris.
- Some of the CARES funds were invested in an online/web-based system so we are able to work remotely with things like building permits, work orders, and code enforcement. This enables our public works staff to receive and respond to work orders remotely and our

contract inspectors to conduct their inspections and provide reports without coming into the office.

- Rod Wood asked if CARES funds could be used to replace the old generator. Duane said he would explore the idea but he did not believe so, as it needs to be specifically related to COVID.
- Plans for the well have been submitted to the state, it may be another month or more until we can proceed.
- Lakeside Golf Course was back up quickly after the storm. There were only 9 holes available for several days, now all 18 are in full use.
- As far as we know, there is currently no one without power in West Bountiful.

7. Mayor/Council Reports

Mayor Romney – Stated his thanks for all involved in the storm cleanup. He recommended having a BBQ or similar event in a few weeks to recognize and thank all involved. He shared a conversation he had with a crew from UDOT who said they had never seen a public entity put so much work into these types of efforts. Everyone worked so hard and so well together and everyone they met in the city was very nice in such a demanding time.

James Ahlstrom – Reported he continually gets reports from a business owner at 1100 West/500 South that there is illegal activity and businesses operating at his complex. Duane suggested he encourage them to contact the city with more information.

Kelly Enquist – Thanked public works, police, and all staff involved for their efforts this past week. He said they did an excellent job and it was great to see the golf course and park already back in use and looking so good.

Rod Wood – Thank you to all.

James Bruhn – A personal thank you to all involved in clean-up as he has several properties in West Bountiful and was grateful to all those who contributed.

Mark Preece – Heard from many people who called him to say thanks to city staff! He also mentioned the sewer smell on Pages Ln. is being addressed by the Sewer District.

8. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual. Performance of individuals and exchange of property.

No closed session was held.

9. Adjourn.

MOTION: ***James Ahlstrom made a motion to adjourn this meeting of the West Bountiful City Council at 8:30 pm. Rod Wood seconded the Motion which PASSED by unanimous vote of all members present.***

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The foregoing was approved by the West Bountiful City Council by unanimous vote of all members present on Tuesday, October 6, 2020.

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Cathy Brightwell, City Recorder

PENDING MINUTES – NOT YET APPROVED

Minutes of the West Bountiful City Council meeting held on **Tuesday, September 24, 2020** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: In person: Mayor Kenneth Romney, Council members James Bruhn, Kelly Enquist, and Mark Preece. Via Zoom: James Ahlstrom, Rod Wood,

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney)

Mayor Romney called the meeting to order and read the following:

As Mayor I have determined that due to the current COVID-19 pandemic and the physical distancing required to prevent the spread of infection, public meetings present a substantial risk to the health and safety of those who may be present at the meetings. That risk can be substantially mitigated by holding City Council meetings through electronic means that allow for public participation without an anchor location. A copy of the Mayor's determination and order in this regard is available at www.wbcity.org

1. Closed Session for the Purpose of Discussing Items Allowed Pursuant to UCA § 52-4-205(a).

MOTION: ***Rod Wood made a Motion to move into Executive Session for the purpose of discussing 1) pending or reasonably imminent litigation; 2) the purchase, exchange or lease of real property; 3) the character, professional competence, or physical or mental health of an individual, and performance of individuals. At the conclusion of the closed session, the meeting will be adjourned. James Bruhn seconded the Motion which PASSED.***

The vote was recorded as follows:

James Ahlstrom – aye
James Bruhn – aye
Kelly Enquist – aye
Mark Preece – aye
Rod Wood – aye

9. Adjourn.

MOTION: ***James Ahlstrom made a motion to adjourn this meeting of the West Bountiful City Council. Rod Wood 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 Tuesday, October 6, 2020.

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Cathy Brightwell, City Recorder