

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

**City Council**  
James Ahlstrom  
James Bruhn  
Kelly Enquist  
Debbie McKean  
Mark Preece

550 North 800 West  
West Bountiful, Utah 84087

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

**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD ITS REGULAR MEETING  
ON TUESDAY, OCTOBER 7, 2014, BEGINNING AT 7:30 PM  
IN THE CITY OFFICES AT 550 NORTH 800 WEST.

***Invocation/Thought by Invitation***  
***Pledge of Allegiance – Debbie McKean***

1. Accept Agenda.
2. Public Comment (two minutes per person) or if a spokesperson has been asked by a group to summarize their comments, five minutes will be allowed.
3. Consider Public Improvement Reimbursement Agreement with the Horrocks at 997 W 1600 North.
4. Discussion on asphalt/sidewalk options related to a potential Special Assessment Area for the Jessi's Meadow Subdivision.
5. Consider purchase of 2012 Ford Explorer for \$12,000.00.
6. Consider adoption of Resolution 351-14 "A Resolution Amending the West Bountiful City Personnel Policy to Add a Driver Qualification Policy."
7. Public Works Report.
8. Administrative Report.
9. Mayor/Council Reports.
10. Approval of Minutes from the September 10, 2014 and September 16, 2014 City Council Meetings.
11. Adjourn.

According to the American's with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the meeting should contact Cathy Brightwell, City Recorder, at (801) 292-4486.

*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, 2014.*

When recorded, return to:  
**City Recorder**  
**West Bountiful City**  
**550 North 800 West**  
**West Bountiful, Utah 84087**

---

**PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT**

WHEREAS, West Bountiful City (hereinafter referred to as “City”) plans to install, construct, improve, repair or reconstruct sidewalks, driveways, curbs and gutters hereafter referred to as the “Improvements;”

WHEREAS, Jae A. and Mara F. Horrocks are the owners of the real property commonly known as 997 W 1600 North, hereafter referred to as the “Subject Property,” which is more particularly described in attached Exhibit A;

WHEREAS, Owner desires the City to construct the Improvements, along the frontage (hereinafter referred to as the “Frontage”) of the Subject Property, which is more particularly described in attached Exhibit B;

WHEREAS, construction of the Improvements along the Frontage would promote uniform street improvements, improve storm water drainage, and facilitate pedestrian transportation;

WHEREAS, the estimated cost for installing the Frontage Improvements is \$11,370;

WHEREAS, construction of the Frontage Improvements would enhance the appearance, condition, and value of the entire Subject Property;

NOW, THEREFORE, for and in consideration of the premises, and each other’s mutual promises, City and Owner agree as follows:

1. **Construction of Improvements.** City shall construct the Frontage Improvements in accordance with Exhibit B and City Standard Specifications along the Frontage of the Subject Property. The Frontage Improvements shall include reconstruction of sidewalk, curb, gutter and driveway approach. Owner hereby grants permission to the City or its authorized agent or contractor to enter along the Subject Property where necessary for the purposes of constructing the Frontage Improvements;
2. **Dedication.** In consideration of the City’s agreement to construct the Frontage Improvements, Owner shall, concurrent with execution of this Agreement, dedicate, grant and transfer to City, in fee simple absolute, all of Owner’s rights, title and interest in the Frontage, free and clear all liens, covenants, conditions, restrictions, encumbrances, mortgages, taxes, assessments, reservations, and leases (whether

recorded or unrecorded), except for easements or rights-of-way over the land for public or quasi-public utilities or public street purposes, if any;

3. **Representations, Warranties and Indemnifications.**

- a. Owner represents and warrants that there are no oral or written leases on all or any portion of the Frontage, and that there are no liens, encumbrances, mortgages, covenants, conditions, restrictions or reservations on or against the Frontage. Owner shall indemnify, defend and hold harmless the City, its officials, officers, employees, volunteers, agents and attorneys from and against any and all claims, losses, damages, costs (including attorneys' fees and litigation costs), actions and causes of action arising out of or relating to any alleged leases, liens, mortgages, covenants, conditions, restrictions or reservations, on or against the Frontage;
- b. Owner further represents and warrants that title to the Subject Property is vested exclusively in Owner, and that Owner can deliver good, clear title to the Subject Property. Owner shall indemnify, defend and hold harmless the City, its officials, officers, employees, volunteers, agents and attorneys from and against any and all claims, losses, damages, costs (including attorneys' fees and litigation costs), actions and causes of action arising out of or relating to any alleged defects in, or clouds on the title to the Subject Property;
- c. Owner also represents and warrants that Owner has no knowledge of the presence of any hazardous or toxic materials, compounds or chemicals on the Subject Property as of the date of the execution of this Agreement. Owner shall indemnify, defend and hold harmless the City, its officials, officers, employees, volunteers, agents and attorneys from and against any and all claims, losses, damages, costs (including attorneys' fees and litigation costs), actions and causes of action arising out of or relating to any allegations of the presence of any hazardous or toxic materials, compounds, or chemicals that exist on the Subject Property as of the date of execution of this Agreement. Said indemnity shall apply to, but is not limited to the costs of cleanup and/or removal of such hazardous or toxic materials, and to injuries, or damages occasioned by such materials to the life, health and/or property of third-parties, as well as to the parties to this Agreement;

4. **Reimbursement of Costs.** In further consideration of the City's construction of the Frontage Improvement, Owner agrees to reimburse the City for the actual costs of constructing the Frontage Improvements (even if those costs exceed the estimate set forth herein) in annual installments, without interest (except as otherwise provided herein), due and payable in lawful money of the United States of America without offset, deduction, or counterclaim in annual installments of not less than one-fifth (1/5) of the total actual costs due, as follows:

- a. The first payment shall be due on or before the first day of the month 365 days following the transmittal of written notice to Owner of the completion of the

Frontage Improvements (hereinafter referred to as the “Notice of Completion”), and all subsequent payments shall be made on the anniversary date of the transmittal of the Notice of Completion thereafter until the total costs are fully paid, except that the final payment, if not sooner paid, will be due and payable on the fifth (5<sup>th</sup>) anniversary date of the transmittal of the Notice of Completion;

- b. Owner acknowledges that late payment to City will cause City to incur costs not contemplated by this Agreement. Such costs include, without limitation, processing and accounting charges. Therefore, if City does not receive any installment when due, Owner shall pay One Hundred Dollars (\$100.00) or six percent (6%) of the overdue amount, whichever is greater, as a late charge. The parties agree that this late charge represents a reasonable sum considering all the circumstances existing on the date of this Agreement and represents a fair and reasonable estimate of the costs that City will incur by reason of late payment. The parties further agree that proof of actual damages would be costly or inconvenient. Acceptance of any late charge does not constitute a waiver of the default to the overdue amount and will not prevent City from exercising any of the other rights and remedies available to City;
- c. If the Subject Property, or any part of it, or any interest in it, is sold, transferred, or alienated, whether voluntarily, by operation of law, or otherwise, all costs incurred for the construction of the Frontage Improvements, regardless of the maturity dates, and without demand or notice will immediately become due and payable;
- d. Notwithstanding anything contained herein to the contrary, if Owner is more than ten (10) days late in making any installment payment, or is more than five (5) days late on more than one payment, the remaining balance will automatically, without notice, begin to bear interest from the date of the due date of the first late payment, at an annual interest rate equal to one-half (.5) percentage point more than the City’s net effective portfolio yield calculated on a fiscal year basis. The annual installment payment will be recalculated to fully amortize the amount of the principal and interest over the remaining installments, unless the City elects to call the entire principal and interest immediately due, pursuant to subsection “c” of this section. Failure to exercise this subsection shall not constitute a waiver of the right to exercise it in the event of any subsequent delinquencies;
- e. Each payment will be credited first to late charges due under the terms of this Agreement, then to interest then due, if any, and then to principal. If default occurs in the payment of any installment under this Agreement when due or in the performance of the terms of this Agreement, the entire principal sum and any accrued interest will at once become due and payable, without notice, at the option of the City. Failure to exercise such option will not constitute a waiver of the right to exercise it in the event of any subsequent default;

5. **Notices.** Any notice required by this Agreement shall be in writing, and will be deemed delivered on the date that it is deposited in the United States mail, postage prepaid, for first class delivery, addressed to the recipients at the appropriate address set forth below:

Owner:

Jae A. & Mara F. Horrocks  
997 W 1600 North  
West Bountiful, UT 84087

City:

West Bountiful City  
550 N 800 West  
West Bountiful, UT 84087

6. **Miscellaneous Provisions.**

- a. This Agreement benefits and burdens both the Subject Property and the City's right-of-way commonly known as Pages Lane. As such the obligations terms and conditions set forth herein shall run with land and be binding upon, inure to the benefit of, and be enforceable by the heirs, administrators, executors, successors and assigns of the City and of the Owner; and the signatures to this Agreement shall be notarized; and this Agreement shall be recorded with the Office of the Davis County Recorder;
- b. This Agreement shall be governed by the laws of the State of Utah;
- c. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto, relating to the subject matter contained in this Agreement, which are not fully expressed herein;
- d. In the event that any party initiates a lawsuit to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their costs and attorneys fees;
- e. This Agreement may be executed in counterparts and as so executed shall constitute one Agreement binding on all parties.
- f. Owner acknowledges that Owner has read the terms of this Agreement and has had, and availed his/her/itself of the opportunity to seek advice, including legal counsel, regarding the terms and implications of this Agreement; and Owner acknowledges that Owner understands the terms hereof and agrees to be bound thereby.

THIS AGREEMENT WAS APPROVED BY THE WEST BOUNTIFUL CITY COUNCIL on the \_\_\_\_\_ day of October, 2014

Owner(s):

Mayor:

\_\_\_\_\_  
Jae A. Horrocks

\_\_\_\_\_  
Kenneth Romney, Mayor

\_\_\_\_\_  
Mara F. Horrock

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

STATE OF UTAH            )  
                                      : ss  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of October 2014, **Jae A. and Mara F. Horrocks**, appeared before me and, being duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument, and that they executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH            )  
                                      : ss  
COUNTY OF DAVIS        )

On the \_\_\_\_\_ day of October, 2014, appeared before me **Kenneth Romney and Cathy Brightwell**, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

Parcel # 06-013-0086

Consisting of real property located at 997 West 1600 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

BEGINNING ON THE SOUTH LINE OF 1600 NORTH STREET WHICH POINT IS SOUTH 0°32'04" EAST ALONG THE SECTION LINE 316.77 FEET & NORTH 89°55'15" EAST 641.10 FEET ALONG THE CENTERLINE OF SAID STREET & SOUTH 0°04'45" EAST 33.00 FEET FROM NORTHWEST CORNER OF THE SOUTHWEST 1/4 SECTION 13-T2N-R1W, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING ON BOUNDARY LINE AGREEMENT RECORDED 12/19/2000 AS E# 1630106 BK 2727 PG 766; THENCE EAST ALONG SOUTH LINE SAID STREET 190.5 FEET; THENCE SOUTH 00 100 FEET; THENCE WEST 191.83 FEET, MORE OR LESS, TO THE END POINTT OF SAID BOUNDARY LINE AGREEMENT; THENCE ALONG SAID AGREEMENT THE FOLLOWING COURSE: NORTH 0°45'56" EAST 100.00 FEET ALONG A FENCE LINE TO POINT OF BEGINNING. CONTAINS 0.44 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

OLSEN  
WAY

1600 NORTH

PROPOSED DRIVEWAY  
APPROACH

PROPOSED CURB &  
SIDEWALK (IMPROVEMENTS)

EXIST. CURB &  
SIDEWALK



WEST BOUNTIFUL CITY

550 North 800 West  
West Bountiful, UT 84087  
Office 801.292.4488 Fax 801.292.6365  
www.wbcity.org



JAE & MARA HORROCKS  
997 WEST 1600 NORTH

CURB AND SIDEWALK PLAN  
EXHIBIT B

DATE	1 OCT 1
FILE NAME	
EXHIBIT	B
DATE	

GSW	
FILE NAME	
EXHIBIT	B
DATE	

10-2-14
---------

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** October 2, 2014

**FROM:** Duane Huffman

**RE:** **Sidewalk/Path Options for Jessi's Meadow Subdivision**

---

The City has previously discussed the creation of a special assessment area for the Jessi's Meadow subdivision to cover the responsibilities of the current Homeowners' Association, including the option of replacing of the current asphalt path with sidewalk, relieving the HOA/ residents of the on-going responsibility to maintain the path. The last time this option was discussed, the estimated cost for the installation of sidewalk to fully replace the path was \$305,000.

In further pursuing this option, it has become apparent that because of the relatively small amount of funding needed, the City will not be able to obtain external financing at reasonable rates/terms. This leaves the City with the following options:

- A. Internally finance the costs of the new sidewalk. This may be practical through the use of the property tax collected for street improvements.
- B. Shift the focus of the potential special assessment area to the concept of maintaining the asphalt path. The 20-year estimates for maintenance/replacement are similar to the costs of installing sidewalk, but can be more easily spread out over time without unduly burdening residents or the City.
- C. Re-evaluate the concept of creating a special assessment area. If the Homeowners' Association dissolves, this would leave each individual homeowner responsible to maintain the path in front of their home; this would likely create problems with the uniformity of maintenance.

Based on the Council's discussion of these options at the October 7 meeting, staff we be prepared to move forward.

# *WEST BOUNTIFUL CITY POLICE DEPARTMENT*

550 North 800 West  
West Bountiful, Utah 84087  
Office 801- 292-4487/Fax 801 – 294-3590

Todd L. Hixson  
Chief of Police

Kenneth Romney  
Mayor

October 1, 2014

To Mayor Romney and City Council:

The following is a request to give us approval to trade in one police vehicle and purchase one police vehicle. The purchase of this vehicle was not approved in our current FY2014/15 budget.

The vehicle to be purchased is one, 2012 Ford Explorer for \$12,000.00. The 2012 Ford Explorer is one of our currently leased vehicles and is scheduled to be turned in this calendar year. This vehicle has low mileage and has been very well cared for and will be assigned to our newest patrol officer. The vehicle that is currently assigned to this officer, a 2010 Dodge Charger will be moved to the spare vehicle fleet.

The vehicle to be traded in will be the white, 2008 Ford Explorer that is currently in our spare vehicle fleet. The 2008 Ford is aging and should no longer be in service. The 2008 Ford Explorer will be traded in for an estimated value of \$6,500.00.

The remaining balance of approximately \$5,500.00 will be paid from the police department's current budget. During the budget process it was unknown exactly what the potential increase in new vehicle costs would be. It was estimated, based off of the previous year that a 4% increase in vehicle lease pricing would be sufficient to account for any potential rise in cost. The costs associated with the new vehicles came in less than expected; however, the equipment needed for the vehicles increased slightly leaving a surplus balance of \$3,627.69 in the new vehicle budget for FY 2014/15. We are requesting to use this budgeted surplus and apply it to the purchase of the 2012 Ford Explorer. The remaining balance of the purchase will come from the current budget.

Thank you for your consideration in this matter.

Todd Hixson  
Chief of Police  
West Bountiful City

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** October 2, 2014

**FROM:** Duane Huffman

**RE:** **Proposed Driver Qualification Policy**

---

The City's vehicle and liability insurer (Utah Local Government Trust) recommends that cities adopt a policy that allows the cities to screen employees' motor vehicle records on an on-going basis (through a service provided by the ULGT), and based on the results, prohibit individuals that present undue risk from driving while on city business. The adoption and implementation of such a policy is required to receive a 5% rebate on our premium through the ULGT's Trust Accountability Program.

To that end, staff recommends the following policy included as proposed Resolution 351-14. This policy was created based on a template provided by the ULGT, after staff input. It was reviewed by legal counsel earlier in the year as part of an evaluation of a larger re-draft of the City's personnel policy.

**WEST BOUNTIFUL CITY**

RESOLUTION #351-14

***A RESOLUTION AMENDING THE WEST BOUNTIFUL CITY PERSONNEL POLICY TO ADD A DRIVER QUALIFICATION POLICY***

**WHEREAS**, *Utah Code Ann. § 10-3-717* allows municipal legislative bodies to establish personnel policies and guidelines through resolution; and

**WHEREAS**, the West Bountiful City Council finds that all employees operating any vehicle while conducting business of behalf of the City should be properly screened and evaluated to protect life and property:

**NOW, THEREFORE, BE IT RESOLVED BY THE WEST BOUNTIFUL CITY COUNCIL THAT THE WEST BOUNTIFUL CITY PERSONNEL POLICY BE AMENDED TO INCLUDE THE DRIVER QUALIFICATION POLICY INCLUDED 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 7th day of October, 2014.

\_\_\_\_\_  
Ken Romney, Mayor

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

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, Recorder

**DRIVER QUALIFICATION**

All employees operating City vehicles or who operate any vehicle while conducting City business must be qualified as an "Acceptable" driver per this Driver Qualification Policy prior to operating said vehicles on any public roadway.

Employees or potential employees' Motor Vehicle Record (MVR) will be screened pre-hire and monitored thereafter. Employees will be qualified as "Acceptable," "Borderline" or "Unacceptable." Employees whose qualification is "Borderline" will require approval from the City Administrator and Department Head before operating a vehicle on public roadways while conducting or traveling for City business. Employees with a "Borderline" qualification who are authorized to drive will receive a written explanation and terms of their borderline status. Employees with an "Unacceptable" qualification will not be allowed to operate any vehicle while conducting or traveling for City business, and may be disciplined up to and including dismissal if operating a vehicle is an essential job function of the position.

All employees required to drive as part of their position must possess a valid Driver License with endorsements appropriate for the vehicles to be operated. The driver qualification evaluation will be based on the driver's MVR and other substantiated work related motor vehicle incidents, whether or not the incident is reported to the DLD (Driver License Division) and recorded on the driver's MVR. All violations or incidents recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable", "Borderline" and "Unacceptable" qualification will be determined using the following criteria based on a two-year period:

Moving Violations      At-Fault Accidents

Moving Violations	At-Fault Accidents			
	0	1	2	3
0	Acceptable	Acceptable	Borderline	Unacceptable
1	Acceptable	Acceptable	Borderline	Unacceptable
2	Acceptable	Acceptable	Borderline	Unacceptable
3	Borderline	Borderline	Unacceptable	Unacceptable
4	Unacceptable	Unacceptable	Unacceptable	Unacceptable

Notwithstanding the foregoing, any single major violation may result in an "Unacceptable" qualification as determined by the City Administrator and Department Head. Major violations include the following or equivalent:

- 1) Driving under the influence of alcohol/drugs;
- 2) Failure to stop/report an accident;
- 3) Reckless driving/speeding contest;
- 4) Driving while impaired;
- 5) Making a false accident report;
- 6) Vehicular homicide, manslaughter or assault;
- 7) Driving while license is suspended/revoked;
- 8) Attempting to elude a police officer;
- 9) Other violations as collectively determined by the City Administrator and Department Head.

1 Minutes of the Special West Bountiful City Council meeting held on **Wednesday, September 10,**  
2 **2014** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

3  
4 Those in attendance:

5  
6 **MEMBERS:** Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn,  
7 Kelly Enquist, Debbie McKean, Mark Preece

8  
9 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Steve  
10 Maughan (Public Works)

11  
12 **VISITORS:** Paul Johnson, Brian Childs, Ryan Hatch, Travis Garten, Darren Palmer  
13

14  
15 Mayor Romney called the meeting to order at 6:05 pm. James Ahlstrom gave an Invocation, and the  
16 Pledge of Allegiance was led by James Bruhn.

17  
18 **1. Accept Agenda**

19  
20 **MOTION:** *James Bruhn moved to approve the agenda as written. Debbie McKean*  
21 *seconded the Motion which PASSED by unanimous vote of all members*  
22 *present.*

23  
24 **2. Public Comment**

25  
26 No comments.  
27

28 **3. Consider awarding contract for property and liability insurance based on submitted**  
29 **proposals resulting from the 2014 request for proposals for property and liability insurance.**  
30

31 Mayor Romney thanked the three companies for submitting proposals and referred to a  
32 recommendation by Staff which has been distributed to the companies. He offered to give each  
33 company an opportunity to address the Council.

34 **URMMA** – Paul Johnson, CEO, said they offer something no one else does by giving the  
35 City control of its own insurance company. As a member of the Board, companies participate in  
36 decisions regarding changes to URMMA. He added that they have excellent claims management,  
37 provide local control of training to meet needs, and their attorneys and claims adjustors are local. He  
38 said that some cities are afraid of the payback provision, but he assured the Council that they have a  
39 very good safety net in place to handle large claims. He said their plan allows cities to keep  
40 premiums low, and a review of West Bountiful's claim history did not raise any concerns about the  
41 payback provision.

42 **Olympus** – Brian Child explained they are different than the other two because they are not a  
43 pooled risk program, but a brokerage. Olympus is very stable, and gave an example of one public  
44 agency client they have had for 47 years and several over 30 years. As your broker you benefit from

45 free market enterprise as they design programs that best fit specific needs. He said they carefully  
46 evaluated the City and believe it to be a good fit. The benefits of market competition and innovation  
47 help to deliver the best coverage possible. In response to a question he added that claims are  
48 handled by leading sector third party administrator in Texas.

49 **Utah Trust** – Ryan Hatch, Travis Garten, Darren Palmer. The Trust is the largest  
50 government pool in the state, insuring 87% of cities in the state. Their policies are designed to  
51 achieve sustainable rates to enjoy over time. They explained there was some confusion about  
52 pricing due to a worker’s compensation discount, but the net premium is actually less than initially  
53 proposed. Benefits to the City are that the Trust is local, proven, and has had a great track record  
54 over our 25 year partnership.

55 There was general discussion about pricing of the different options, and contaminated water  
56 coverage.

57 The Mayor asked each council member to share their thoughts.

58 Kelly Enquist said it is a tough call. URMMA is difficult to understand, and he leans toward  
59 brokerage type coverage so he would go with Olympus.

60 Debbie McKean stated that she likes the stability and loyalty with the Trust and believes the  
61 City has been served well, so there is no reason to switch.

62 James Bruhn likes that the City has been with the Trust a long time, and finds no reason to  
63 change.

64 Mark Preece explained that after the first meeting, he came away leaning toward Olympus,  
65 but after further research he now leans toward URMMA.

66 James Ahlstrom also likes URMMA. He believes they are better suited to our City and we  
67 will benefit from financial savings.

68  
69 In response to questions, Duane explained the scoring method and results staff used to make  
70 its recommendation.

71 **MOTION:** *Kelly Enquist moved to accept the proposal for property and liability*  
72 *insurance from the Utah Local Government Trust resulting from the*  
73 *2014 request for proposals for property and liability insurance. James*  
74 *Bruhn seconded the Motion which PASSED with a vote of 3-2.*  
75

76 James Ahlstrom stated on the record that he believes not selecting a less expensive option would be  
77 a mistake for the City.

78  
79 The vote was recorded as follows:  
80 James Ahlstrom – Nay  
81 James Bruhn – Aye  
82 Kelly Enquist – Aye  
83 Debbie McKean – Aye  
84 Mark Preece – Nay  
85

- 86 **4. Executive session, if needed, pursuant Utah Code 52-4-205 (c) to discuss pending or**  
87 **reasonably imminent litigation.**  
88

89 **MOTION:** *James Bruhn moved to go into Executive session, in the Police*  
90 *Conference room, to discuss pending or reasonably imminent litigation.*  
91 *Mark Preece seconded the Motion which PASSED.*  
92

93 The vote was recorded as follows:

94 James Ahlstrom – Aye  
95 James Bruhn – Aye  
96 Kelly Enquist – Aye  
97 Debbie McKean– Aye  
98 Mark Preece – Aye  
99

100 **MOTION:** *Mark Preece moved to close Executive session. James Ahlstrom*  
101 *seconded the Motion which PASSED.*  
102

103 The vote was recorded as follows:

104 James Ahlstrom – Aye  
105 James Bruhn – Aye  
106 Kelly Enquist – Aye  
107 Debbie McKean– Aye  
108 Mark Preece – Aye  
109

- 110 **5. Adjourn**  
111

112 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*  
113 *Council. Mark Preece seconded the Motion which PASSED by unanimous*  
114 *vote of all members present.*  
115

116 -----  
117  
118 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all*  
119 *members present on Tuesday, October 7, 2014.*  
120

121  
122 \_\_\_\_\_  
123 CATHY BRIGHTWELL (CITY RECORDER)

1 Minutes of the West Bountiful City Council meeting held on **Tuesday, September 16, 2014** at West  
2 Bountiful City Hall, 550 N 800 West, Davis County, Utah.

3  
4 Those in attendance:

5  
6 **MEMBERS:** Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn,  
7 Kelly Enquist, Debbie McKean, Mark Preece

8  
9 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Ben White  
10 (City Engineer), Chief Hixson, Cathy Brightwell (City Recorder), Steve Maughan (Public  
11 Works Director)

12  
13 **VISITORS:** Alan Malan, Corey Sweat, Conrad Jensen, Scott Strong, Brooke Strong, Amy  
14 Parker, Madison Parker, Ben Parker, Roger Henriksen, Brandee Nadauld, Nancy Keele, Dan  
15 Davis family, Zane Till, incoming Youth City Council (Alison Behunin, Ethan Till, Lucy  
16 Holmgren, Gavin Nadauld, Anna Parker, Taylor Sexton, Madison Parker, Steven Nordfors,  
17 Madelyn Davis, Garrett Nadauld, Brooke Strong, Dallas Guymon, Joe Holmgren, Michelle  
18 VanHuizen, Kolton Munden, Justin Wood, Austin Gerber, Paige Crandall, Ellie Jensen,  
19 Cadence Gordon)

20  
21 Mayor Romney called the meeting to order at 7:30 pm. Mark Preece offered a thought, and the  
22 Pledge of Allegiance was led by Kelly Enquist.

23  
24 **1. Accept Agenda**

25  
26 **MOTION:** *Debbie McKean moved to approve the agenda swapping items 2 and 3.*  
27 *James Ahlstrom seconded the Motion which PASSED by unanimous*  
28 *vote of all members present.*

29  
30 **2. Public Comment**

31  
32 No comment

33  
34 **3. Appointment and Swearing in of 2014-2015 Youth City Council.**

35 **MOTION:** *James Ahlstrom moved to consent to the Mayor's appointment of Alison*  
36 *Behunin as the Youth City Council Mayor. Debbie McKean seconded*  
37 *the Motion which PASSED by unanimous vote of all members present.*  
38

39 Mayor Romney swore in new Youth City Council Mayor, Alison Behunin.  
40

41 **MOTION:** *Debbie McKean moved to consent to the Mayor's appointment of the*  
42 *new members of the 2014-2015 Youth City Council as follows. James*  
43 *Bruhn seconded the Motion which PASSED by unanimous vote of all*  
44 *members present.*  
45

46 Youth Mayor Behunin swore in the 2014-2015 Youth Council.

47

Alison Behunin	Mayor
Ethan Till	Mayor Pro Tem
Lucy Holmgren	Secretary
Gavin Nadauld	Treasurer
Anna Parker	Recorder
Taylor Sexton	Head of Publicity
Madison Parker	Historian
Steven Nordfors	Web Administrator
Madelyn Davis	General Member of the council
Garret Nadauld	General Member of the council
Brooke Strong	General Member of the council
Dallas Guymon	General Member of the council
Joe Holmgren	General Member of the council
Michelle Van Huizen	General Member of the council
Kolton Munden	General Member of the council
Justin Wood	General Member of the council
Austin Gerber	General Member of the council
Paige Crandall	General Member of the council
Ellie Jensen	General Member of the council
Cadence Gordon	General Member of the council

48

49

50 **4. Consider Resolution #349-14, A Resolution Consenting to the Davis County Animal**  
51 **Control's Trap, Neuter, and Return Pilot Program for cats**

52 **MOTION:** *James Ahlstrom moved to adopt Resolution #349-14 consenting to the*  
53 *Davis County Animal Control's Trap, Neuter, and Return Pilot*  
54 *Program, limited to cats. Debbie McKean seconded the Motion which*  
55 *PASSED by unanimous roll call vote of all members present.*

56 The vote was recorded as follows:

57 James Ahlstrom – Aye

58 James Bruhn – Aye

59 Kelly Enquist – Aye

60 Debbie McKean – Aye

61 Mark Preece – Aye

62

63 **5. Consider awarding Birnam Woods Storm Drain Project to Triple J Concrete for**  
64 **\$25,000.**

65 The Council reviewed a memorandum from Ben White regarding bids received from seven  
66 companies for proposed drainage improvements in the Birnam Woods Park with a recommendation  
67 to award this portion of the project to Triple J Concrete for \$25,000. Steve Maughan would like  
68 more time to work on elevations and grading before the concrete drainage channel is built. Mayor  
69 Romney suggested the award could be made tonight; Council could give him the authority to award  
70 it when we are ready to begin; or table it for 3 weeks to see where we are at that time. Steve

71 explained they have brought in a lot of dirt and would like to grade it so the concrete ditch will be a  
72 foot below native soil. He added that bids are typically good for 45 days so the bid amount won't  
73 change in the 3-4 weeks it will take to complete the grading.

74 There was discussion about how the concrete ditch is expected to help dry out the area. Ben  
75 explained that as the ground gets wetter, vegetation grows and makes it more difficult for water to  
76 drain. This ditch will provide a better way to contain the water and reduce the amount of standing  
77 water which will allow Public Works to better maintain the area.

78 There was also discussion about the need to reconstruct the asphalt trail in the Spring when  
79 the project is complete.

80 **MOTION:** *James Ahlstrom moved to give Mayor Romney authority to award the*  
81 *Birnam Woods Storm Drain Project to Triple J Concrete for \$25,000.*  
82 *Mark Preece seconded the Motion which PASSED by unanimous roll*  
83 *call vote of all members present.*

84 The vote was recorded as follows:

85 James Ahlstrom – Aye  
86 James Bruhn – Aye  
87 Kelly Enquist – Aye  
88 Debbie McKean – Aye  
89 Mark Preece – Aye  
90

91 **6. Consider Ordinance #366-14, An Ordinance Amending the West Bountiful City Land**  
92 **Use Ordinance to Reinstate Exceptions to Zoning Specific Height Restrictions.**

93 Duane Huffman reviewed the history of the issue explaining that during the process of  
94 dividing out what was then the “Supplemental Regulations” chapter of the land use ordinance, a long  
95 standing provision related to exceptions on height limitations was likely inadvertently omitted from  
96 the commercial and industrial zones. Planning Commission held a public hearing on August 12,  
97 2014, after which they voted to recommend to the City Council that the language in question be  
98 reinstated.  
99

100 **MOTION:** *James Bruhn moved to adopt Ordinance #366-14 amending the West*  
101 *Bountiful City Land Use Ordinance to Reinstate Exceptions to Zoning*  
102 *Specific Height Restrictions. Debbie McKean seconded the Motion*  
103 *which PASSED by unanimous roll call vote of all members present.*

104 The vote was recorded as follows:

105 James Ahlstrom – Aye  
106 James Bruhn – Aye  
107 Kelly Enquist – Aye  
108 Debbie McKean – Aye  
109 Mark Preece – Aye  
110

111 **7. Consider Resolution #350-14, A Resolution Adopting the Second Amendment to**  
112 **Development Agreement with Holly Refining & Marketing Company – Woods Cross LLC.**

113 In 2007, the City entered into a development agreement with Holly Refinery which was  
114 amended in 2009 with clarification of the building permit process. Now some of Holly's earlier  
115 plans have changed as the refinery has moved toward refining black wax crude. The proposed 2<sup>nd</sup>  
116 amendment updates their projects and provides better descriptions of what they are and what they  
117 will do. For example, the 2<sup>nd</sup> amendment includes better communication (Section 4), i.e., progress  
118 reports; installing curb, gutter, sidewalk on 1100 West (Section 3); and a commitment regarding  
119 upkeep and repair of 800 West (Section 5).

120 Holly made a presentation describing its current expansion plans for the next four years, and  
121 explaining they have changed the type of crude they are using which has required changes in  
122 processing; they are now using black wax crude from Uintah Basin.

123 There was discussion about how threshold numbers would be tracked for truck traffic.  
124 Conrad Jenson responded they will average 43/45 trucks per day and could double or go up to  
125 120/day -- which is more than it has been in the past five years but not as much as it used to be.  
126 Mayor Romney commented that he met with Conrad today and has a tentative agreement to change  
127 the funding trigger to 95% of the truck baseline established in 2014. This funding is for on-going  
128 maintenance repairs, not repairs needed from damage during expansion construction.

129 Council member McKean asked about the concept of implementing a toll/charge per truck.  
130 Mr. Jenson responded that he was not sure how a toll could be developed. Council member  
131 Ahlstrom suggested that the process had moved too far to entertain concepts so different than what  
132 was included in the proposed amendment.

133 Steve Doxey said he has a few areas that should be addressed further and apologized for not  
134 having specific language ready, especially regarding Section 5 of the agreement. Council member  
135 Ahlstrom recommended that the Council could approve the amendment tonight contingent on Mr.  
136 Doxey's final review of the details.

137 James Ahlstrom thanked Holly for being a good community partner.

138 James Ahlstrom reminded all present that he has on file a disclosed a potential conflict of  
139 interest because his firm represents Holly, but stated his participation does not give preferential  
140 treatment to Holly.

141  
142 **MOTION:** *James Ahlstrom moved to adopt Resolution #350-14 adopting the*  
143 *Second Amendment to Development Agreement with Holly Refining &*  
144 *Marketing Company – Woods Cross LLC, with the following revisions:*  
145 *(1) Section 3 - that 1100 West road improvements will be done within*  
146 *twelve months of notice from City of utility clearances. (2) Section 5 -*  
147 *the threshold will be 95% of 2014 truck traffic, and add some language*  
148 *that there is not anticipated to be additional outgoing traffic. (3) Section*  
149 *5 - change last sentence in the paragraph to clarify that future owners*  
150 *are bound by this Agreement; it runs with the land. (4) Section 5 –*  
151 *language that states 800 West will be the principal means of ingress and*  
152 *egress may be unnecessary due to the threshold language, and include a*  
153 *requirement that 800 West will be returned to its preconstruction*  
154 *condition in 2013.*

155 *Debbie McKean seconded the Motion which PASSED by unanimous roll call vote*  
156 *of all members present.*

157 The vote was recorded as follows:  
158 James Ahlstrom – Aye  
159 James Bruhn – Aye  
160 Kelly Enquist – Aye  
161 Debbie McKean – Aye  
162 Mark Preece – Aye  
163

164 Kelly Enquist asked Mr. Jenson to update the Council on the status of the berm. Mr. Jenson  
165 reported that following the neighborhood meeting, they talked with all the residents and owners and  
166 the consensus was that they did not want to see anything above the fence line. Holly has agreed to  
167 grade the back side of the berm out and save as many trees as possible. He also explained that  
168 following the additional soil testing, a few areas showed some level of potential contamination so  
169 that soil has been removed. When asked about timing to get the work done, he responded that they  
170 are working to get a big tractor to do the grading and want to get it done this year.  
171

172 **8. Discussion on options for addressing gaps in sidewalk improvements.**

173 Duane Huffman reviewed previous discussions regarding the City's participation in the  
174 installation of street side improvements such as curb, gutter and sidewalk and how to fill in existing  
175 gaps throughout the community. He described the current process explaining it has worked fairly  
176 well with vacant lots but has not worked well with existing homes.

177 Mr. Huffman then reviewed several options presented in his memorandum. Option A (City  
178 covers costs and picks location), Option B (City covers cost and allows residents to apply), Option C  
179 (City participates when matched up front with resident funds), and Option D (City participates and  
180 carries matching costs). It was determined that the Options were all good tools in the right situation.

181 Discussion followed about updating the Master Plan for next year's budget planning process.  
182 Staff was asked to put together a list of areas of need and a proposal to allocate on year to year basis.  
183 Then situations like the Horrock's could be brought to Council on a case by case basis

184 When asked specifically about the Horrock's, Duane explained the problem is not just curb,  
185 gutter, and sidewalk because a lot of asphalt work will be necessary to re-grade the road. The curb,  
186 gutter, and sidewalk could be around \$10k but the total project could go as high as \$40k which is not  
187 in the City budget.

188 To move forward, Staff will draft an agreement for the Horrock's, and bring forward a  
189 preliminary budget amendment proposal to complete the entire project.  
190

191 **9. Police Report**  
192

193 Chief Hixson went over his September report discussing personnel additions including  
194 Crystal Isaacson, a new part-time on-call police secretary, Angela Breeze, a new full-time police  
195 officer, and a potential new alcohol officer. He also said the Justice Agency Grant was approved for  
196 \$7,500 to be used towards the purchase of needed equipment.  
197  
198  
199

200 **10. Engineering Report**

201  
202 Updates – the Bountiful City connection should be complete the middle of next week. 800  
203 West is due to pave early next week depending on weather. He said they have found several  
204 surprises during road construction, for example, they found a well in middle of road, and a full set of  
205 front porch steps. He added that the final water connections have been made for Alice Acres  
206 subdivision.

207  
208 **11. Administrative Report**

209  
210 Duane Huffman reported that Patrice Twitchell, the new finance clerk, started yesterday. He is  
211 impressed with her attitude and abilities.

212  
213 **12. Mayor/Council Reports**

214  
215 James Ahlstrom had no report.

216  
217 Mark Preece reported that the new Youth City Council is in place and they are a good crew.  
218 Christmas on Onion Street will be held on December 1st. They will also have fifteen members help  
219 staff the Safety fair at Woods Cross High School this Saturday.

220  
221 James Bruhn attended several of the Utah League of Cities and Town's classes at their  
222 conference last week.

223  
224 Debbie McKean reported that the Founders day celebration last week was great. She added  
225 that the Arts council has found a piano keyboard they want to purchase because of complaints about  
226 the condition of the existing piano. She is looking in to the potential of using left over funds from  
227 unexpended amounts from previous budgets.

228  
229 Kelly Enquist reported that he attended the Utah League of Cities and Towns conference and  
230 it was very good.

231  
232 Mayor Romney reported the Fire Board is still working on possibilities to become a District.  
233 City Managers will be getting together to discuss how to cover a \$31,500 shortfall.

234  
235 **13. Approval of Minutes from the September 2, 2014 City Council Meeting.**

236  
237 Council member McKean made a correction to the minutes.

238  
239 **MOTION:** *Kelly Enquist moved to approve the minutes from the September 2, 2014*  
240 *meeting as corrected. James Bruhn seconded the Motion which*  
241 *PASSED by unanimous vote of all members present.*

242  
243 **14. Executive session, pursuant Utah Code 52-4-205 (c) to discuss pending or reasonably**  
244 **imminent litigation.**

245 It was decided an Executive session was not needed.

246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262

**15. Adjourn**

**MOTION:** *Debbie McKean moved to adjourn this meeting of the West Bountiful City Council at 10:00 pm. James Bruhn 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 7, 2014.*

---

CATHY BRIGHTWELL (CITY RECORDER)