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.”
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.
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 off-
   set, 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 (5th) 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. Horrocks

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
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.)
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 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.
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
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
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:

<table>
<thead>
<tr>
<th>Moving Violations</th>
<th>At-Fault Accidents</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>Acceptable</td>
</tr>
<tr>
<td>2</td>
<td>Acceptable</td>
</tr>
<tr>
<td>3</td>
<td>Borderline</td>
</tr>
<tr>
<td>4</td>
<td>Unacceptable</td>
</tr>
</tbody>
</table>

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

Those in attendance:

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

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

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

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

1. **Accept Agenda**

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

2. **Public Comment**

   No comments.

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

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

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

   **Olympus** – Brian Childs explained they are different than the other two because they are not a pooled risk program, but a brokerage. Olympus is very stable, and gave an example of one public agency client they have had for 47 years and several over 30 years. As your broker you benefit from
free market enterprise as they design programs that best fit specific needs. He said they carefully evaluated the City and believe it to be a good fit. The benefits of market competition and innovation help to deliver the best coverage possible. In response to a question he added that claims are handled by leading sector third party administrator in Texas.

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

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

The Mayor asked each council member to share their thoughts.

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

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

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

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

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

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

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

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

The vote was recorded as follows:

James Ahlstrom – Nay
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Nay
4. Executive session, if needed, pursuant Utah Code 52-4-205 (c) to discuss pending or reasonably imminent litigation.

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

   The vote was recorded as follows:
   - James Ahlstrom – Aye
   - James Bruhn – Aye
   - Kelly Enquist – Aye
   - Debbie McKean– Aye
   - Mark Preece – Aye

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

   The vote was recorded as follows:
   - James Ahlstrom – Aye
   - James Bruhn – Aye
   - Kelly Enquist – Aye
   - Debbie McKean– Aye
   - Mark Preece – Aye

5. Adjourn

   MOTION:  James Bruhn moved to adjourn this meeting of the West Bountiful City Council. Mark Preece 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)
Minutes of the West Bountiful City Council meeting held on **Tuesday, September 16, 2014** at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

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

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

**VISITORS:** Alan Malan, Corey Sweat, Conrad Jensen, Scott Strong, Brooke Strong, Amy Davis family, Zane Till, incoming Youth City Council (Alison Behunin, Ethan Till, Lucy Holmgren, Gavin Nadauld, Anna Parker, Taylor Sexton, Madison Parker, Steven Nordfors, Madelyn Davis, Garrett Nadauld, Brooke Strong, Dallas Guymon, Joe Holmgren, Michelle VanHuizen, Kolton Munden, Justin Wood, Austin Gerber, Paige Crandall, Ellie Jensen, Cadence Gordon)

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

1. **Accept Agenda**

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

2. **Public Comment**

   No comment

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

   **MOTION:** James Ahlstrom moved to consent to the Mayor’s appointment of Alison Behunin as the Youth City Council Mayor. Debbie McKeen seconded the Motion which PASSED by unanimous vote of all members present.

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

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

   Youth Mayor Behunin swore in the 2014-2015 Youth Council.
4. Consider Resolution #349-14, A Resolution Consenting to the Davis County Animal Control’s Trap, Neuter, and Return Pilot Program for cats

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

The vote was recorded as follows:
- James Ahlstrom – Aye
- James Bruhn – Aye
- Kelly Enquist – Aye
- Debbie McKean – Aye
- Mark Preece – Aye

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

The Council reviewed a memorandum from Ben White regarding bids received from seven companies for proposed drainage improvements in the Birnam Woods Park with a recommendation to award this portion of the project to Triple J Concrete for $25,000. Steve Maughan would like more time to work on elevations and grading before the concrete drainage channel is built. Mayor Romney suggested the award could be made tonight; Council could give him the authority to award it when we are ready to begin; or table it for 3 weeks to see where we are at that time. Steve
explained they have brought in a lot of dirt and would like to grade it so the concrete ditch will be a
foot below native soil. He added that bids are typically good for 45 days so the bid amount won’t
change in the 3-4 weeks it will take to complete the grading.

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

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

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

The vote was recorded as follows:
  James Ahlstrom – Aye
  James Bruhn – Aye
  Kelly Enquist – Aye
  Debbie McKean – Aye
  Mark Preece – Aye

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

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

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

The vote was recorded as follows:
  James Ahlstrom – Aye
  James Bruhn – Aye
  Kelly Enquist – Aye
  Debbie McKean – Aye
  Mark Preece – Aye
7. Consider Resolution #350-14, A Resolution Adopting the Second Amendment to Development Agreement with Holly Refining & Marketing Company – Woods Cross LLC.

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

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

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

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

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

James Ahlstrom thanked Holly for being a good community partner.

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

**MOVEMENT:** James Ahlstrom moved to adopt Resolution #350-14 adopting the Second Amendment to Development Agreement with Holly Refining & Marketing Company – Woods Cross LLC, with the following revisions:

1. Section 3 - that 1100 West road improvements will be done within twelve months of notice from City of utility clearances.
2. Section 5 - the threshold will be 95% of 2014 truck traffic, and add some language that there is not anticipated to be additional outgoing traffic.
3. Section 5 - change last sentence in the paragraph to clarify that future owners are bound by this Agreement; it runs with the land.
4. Section 5 – language that states 800 West will be the principal means of ingress and egress may be unnecessary due to the threshold language, and include a requirement that 800 West will be returned to its preconstruction condition in 2013.
Debbie McKean seconded the Motion which PASSED by unanimous roll call vote of all members present.

The vote was recorded as follows:
- James Ahlstrom – Aye
- James Bruhn – Aye
- Kelly Enquist – Aye
- Debbie McKean – Aye
- Mark Preece – Aye

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

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

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

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

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

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

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

9. Police Report

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

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

11. Administrative Report

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

12. Mayor/Council Reports

James Ahlstrom had no report.

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

James Bruhn attended several of the Utah League of Cities and Town’s classes at their conference last week.

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

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

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

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

Council member McKean made a correction to the minutes.

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

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

It was decided an Executive session was not needed.
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)