

**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, DECEMBER 16, 2014, BEGINNING AT 7:30 PM  
IN THE CITY OFFICES AT 550 NORTH 800 WEST.

*Invocation/Thought – Mark Preece*  
*Pledge of Allegiance – James Bruhn*

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. Presentation by Lane Beattie, CEO of the Salt Lake City Area Chamber of Commerce, regarding the Utah Transportation Coalition.
4. Consider approval of Resolution 353-14, An Agreement for Professional Services between West Bountiful City and Salt Lake Chamber of Commerce.
5. Discussion on tentative plans for restroom and fencing serving Prospector Trail/Lakeside Golf Course.
6. Discussion on the creation and appointment of council members to administrative committees.
7. Finance Report
8. Police Report.
9. Public Works Report.
10. Administrative Report.
11. Mayor/Council Reports.
12. Approval of Minutes from the December 2, 2014 City Council Meeting.
13. 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 December 11, 2014.*

RESOLUTION 353-14

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
**WEST BOUNTIFUL CITY AND SALT LAKE CHAMBER OF COMMERCE**

**WHEREAS**, West Bountiful City desires to join with other municipalities, counties, and other partners to research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah:

**NOW THEREFORE, BE IT RESOLVED** by the City Council of West Bountiful City:

THIS AGREEMENT made and entered into this \_\_\_\_ **day of** November, 2014, by and between WEST BOUNTIFUL CITY, a municipal corporation (hereinafter referred to as “**City**”, and SALT LAKE CHAMBER (hereinafter referred to as “**Consultant**”).

The **City** and **Consultant** agree as follows:

1. **RETENTION AS CONSULTANT**

**City** hereby retains **Consultant**, and **Consultant** hereby accepts such engagement, to perform the services described in Paragraph 2. **Consultant** warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

**Task 1: Transportation Issues Research and Analysis:**

The **Consultant** shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

**Task 2: Transportation Issue Advocacy and Public Awareness Campaign:**

The **Consultant** shall create an issue advocacy and public awareness campaign related to Utah’s need for improved transportation, and how improved transportation can benefit Utah’s economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2105.

**Task 3: Transportation Issue Local Government Tool Kit:**

The **Consultant** shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

**Task 4: Legislative and Governmental Relations:**

The **Consultant** shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

**EXTRA SERVICES**

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **City** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **City**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without the **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

**Consultant** shall defend, indemnify and hold the **City**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions

liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

**Consultant** shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

- (1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.
- (2) Professional errors and omissions insurance in the amount of \$2,000,000, and
- (3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$2,000,000 each claimant and \$2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. **RELATIONSHIP OF THE PARTIES**

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. **TERMINATION BY CITY**

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. **WAIVER/REMEDIES**

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. **CONSTRUCTION OF LANGUAGE**

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular

shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. **MITIGATION OF DAMAGES**

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE AGREEMENT BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABILITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY:                   West Bountiful City  
                                  550 N 800 W  
                                  West Bountiful, UT 84087  
                                  Attention: City Administrator

TO CONSULTANT: Utah Transportation Coalition  
                          c/o Salt Lake Chamber of Commerce  
                          175 East 400 South, Suite #600  
                          Salt Lake City, Utah 84

**IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.**

**WEST BOUNTIFUL CITY:**

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Municipal Legal Counsel

**CONSULTANT:**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lane Beattie, President and Chief Executive Officer

\_\_\_\_\_  
Date

State of Utah )

:ss

County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me

\_\_\_\_\_ [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer [title], of The Salt Lake Chamber of Commerce [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public

Passed and approved by the City Council of West Bountiful City this 5th day of August, 2014.

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Ken Romney, Mayor

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

ATTEST:

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Cathy Brightwell, Recorder

## West Bountiful City Finance Report

As of Oct 31, 2014 (34% of the Year)

	Prior YTD	Current YTD	Budget	YTD % of Budget
<b>General Fund Revenues</b>				
Taxes	947,282.12	<b>1,277,274.23</b>	<b>3,247,629.00</b>	39%
Licenses and Permits	23,130.32	<b>42,197.66</b>	<b>94,710.00</b>	45%
Intergovernmental	56,546.08	<b>74,588.66</b>	<b>187,600.00</b>	40%
Charges for Services	3,269.00	<b>72,537.19</b>	<b>9,580.00</b>	757%
Fines	28,821.28	<b>31,250.84</b>	<b>80,000.00</b>	39%
Misc	35,853.17	<b>5,324.34</b>	<b>18,000.00</b>	30%
Contributions/Transfers	0.00	<b>0.00</b>	<b>79,065.00</b>	0%
Total	1,094,901.97	<b>1,503,172.92</b>	<b>3,716,584.00</b>	40%
<b>General Fund Expenditures</b>				
Legislative	9,656.88	<b>9,892.76</b>	<b>34,355.00</b>	29%
Court	8,238.59	<b>8,086.92</b>	<b>24,500.00</b>	33%
Administrative	63,328.22	<b>67,784.87</b>	<b>259,000.00</b>	26%
Engineering	23,412.01	<b>35,192.00</b>	<b>70,900.00</b>	50%
Non-Departmental	122,360.06	<b>106,702.98</b>	<b>196,100.00</b>	54%
Govt. Buildings	12,961.90	<b>15,801.52</b>	<b>50,000.00</b>	32%
Planning/Zoning	18,942.18	<b>19,650.63</b>	<b>57,770.00</b>	34%
Police	286,165.16	<b>309,181.60</b>	<b>996,265.00</b>	31%
Fire	203,189.50	<b>213,218.52</b>	<b>443,900.00</b>	48%
Streets	286,975.49	<b>51,321.13</b>	<b>169,200.00</b>	30%
Class C	114,451.24	<b>179,223.04</b>	<b>245,900.00</b>	73%
Parks	132,175.08	<b>56,506.52</b>	<b>180,200.00</b>	31%
Debt	21,000.95	<b>19,771.51</b>	<b>156,000.00</b>	13%
Transfers/Sales Sharing	189,652.24	<b>198,355.02</b>	<b>832,494.00</b>	24%
Total	1,492,509.50	<b>1,290,689.02</b>	<b>3,716,584.00</b>	35%
<b>RAP Tax Fund</b>				
Revenues	75,769.54	<b>75,175.69</b>	<b>217,000.00</b>	35%
Expenditures				
Equipment	0.00	<b>4,997.50</b>	<b>5,000.00</b>	100%
Park Improvements	0.00	<b>2,666.40</b>	<b>4,250.00</b>	63%
Legacy Trail	0.00	<b>5,726.00</b>	<b>0.00</b>	#DIV/0!
Trail Netting/Fence	0.00	<b>0.00</b>	<b>50,000.00</b>	0%
Restroom	0.00	<b>0.00</b>	<b>100,000.00</b>	0%
Fund Balance	0.00	<b>0.00</b>	<b>57,750.00</b>	0%
Total	0.00	<b>13,389.90</b>	<b>217,000.00</b>	6%
<b>RDA Fund</b>				
Revenues	201.01	<b>86.70</b>	<b>523,000.00</b>	0%
Expenditures	24,261.54	<b>30,081.49</b>	<b>523,000.00</b>	6%

## West Bountiful City Finance Report

As of Oct 31, 2014 (34% of the Year)

	Prior YTD	Current YTD	Budget	YTD % of Budget
<b>Impact Fees</b>				
Revenues	37,929.21	<b>28,007.03</b>	<b>699,700.00</b>	4%
Expenditures	0.00	<b>0.00</b>	<b>699,700.00</b>	0%
<b>Capital Improvement</b>				
Revenues	1,143.60	<b>648.87</b>	<b>1,600.00</b>	41%
Expenditures	0.00	<b>0.00</b>	<b>1,600.00</b>	0%
<b>Streets Capital</b>				
Revenues	673.31	<b>139.17</b>	<b>212,500.00</b>	0%
Expenditures	0.00	<b>0.00</b>	<b>212,500.00</b>	0%
<b>Water</b>				
Revenues	543,334.70	<b>470,859.68</b>	<b>2,832,290.00</b>	17%
Expend (non-capital)	180,340.02	<b>230,336.95</b>	<b>926,290.00</b>	25%
Capital	33,884.52	<b>185,254.46</b>	<b>1,906,000.00</b>	10%
<b>Solid Waste</b>				
Revenues	113,780.82	<b>124,223.49</b>	<b>364,100.00</b>	34%
Expenditures	116,823.02	<b>107,366.25</b>	<b>364,100.00</b>	29%
<b>Storm Drain</b>				
Revenues	19,395.08	<b>32,608.71</b>	<b>132,600.00</b>	25%
Expenditures	9,571.34	<b>9,432.98</b>	<b>132,600.00</b>	7%
<b>Golf</b>				
Revenues	348,115.28	<b>388,872.89</b>	<b>862,560.00</b>	45%
Expenditures				
Pro-Shop	77,341.30	<b>97,466.93</b>	<b>287,215.00</b>	34%
Grounds	165,639.77	<b>228,086.02</b>	<b>407,793.00</b>	56%
Range	15,447.58	<b>19,027.49</b>	<b>25,550.00</b>	74%
Café/Merch	162,822.26	<b>41,641.77</b>	<b>82,500.00</b>	50%
Debt	232,498.74	<b>8,974.87</b>	<b>43,560.00</b>	21%
Total	653,749.65	<b>395,197.08</b>	<b>846,618.00</b>	47%
<b>800 W Capital Project</b>				
Revenues	0.00	<b>0.00</b>	<b>740,000.00</b>	0%
Expenditures	0.00	<b>674,034.68</b>	<b>740,000.00</b>	91%
<b>725 W Capital Project</b>				
Revenues	0.00	<b>0.00</b>	<b>350,000.00</b>	0%
Expenditures	0.00	<b>0.00</b>	<b>350,000.00</b>	0%

## West Bountiful City Finance Report

As of Oct 31, 2014 (34% of the Year)

	Prior YTD	Current YTD	Budget	YTD % of Budget
<b>Pages Ln Capital Project</b>				
Revenues	0.00	0.00	500,000.00	0%
Expenditures	0.00	0.00	500,000.00	0%
<b>Porter Storm Capital Project</b>				
Revenues	0.00	0.00	75,000.00	0%
Expenditures	0.00	0.00	75,000.00	0%
<b>Birnam Woods Capital Project</b>				
Revenues	0.00	0.00	75,000.00	0%
Expenditures	0.00	229.03	75,000.00	0%
<b>1100 W Storm Capital Project</b>				
Revenues	0.00	0.00	75,000.00	0%
Expenditures	0.00	0.00	75,000.00	0%

# *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

## West Bountiful City Council Report November, 2014

Statistics reported are September, October, and November; the other information reported is collected between council meetings reports.

### Reserve Officer Program

Nothing new to report

### Alcohol Officer Program

We hired Allen VanWagoner as a part time alcohol officer. Allen is a full time officer in Lyman Wyoming. He has family in the area and desires to come back to Utah in the next year.

### Crossing Guards

Crossing Guards nothing to report

### Personnel

The Utah Peace Officers Association is hosting their annual K9 competition. Both Sergeant Adams and Erekson were asked to be judges in the competition. Sgt. Adams focused on the firearms section of the completion. Sgt. Erekson judged the working portion of the competition.

We have been very fortunate to find another person that will be able to fill in for Mischelle when she is gone for training or leave. Her name is Crystal Isaacson, and she is a West Bountiful resident. She will serve as a part-time/on-call admin assistant. This is not a new position, but one that is very hard to fill.

Officer Harold Altenes was dismissed at the end of his probationary period.

Officer Corey Boyle accepted a position with Woods Cross effective October 23. Vader was retired for health reasons.

Clay Caldwell who was hired as a reserve officer was hired as a full time officer. He has completed shortened field training and is doing well. He and Loki has been a great asset for the department and city.

Officer Angie Breeze is doing well on her Field Training. She is now on her own through the month of December. An officer will shadow her on all of her calls through December.

Officer Christopher Jacobson's one year anniversary with WBPD is November 9.

## EMPAC

The December meeting has been cancelled due to busy schedules with all participants.

## General Information

The 2014 fiscal year Beer Tax Annual Report was completed and accepted by the state. This is the grant that funds our part-time alcohol enforcement program.

The annual Justice Agency Grant is complete and spent. We received \$7,500 for the purchase of equipment. We purchased 5 VHF radios to serve as a backup system in our vehicles; a new computer for Lt. Hamilton (her old one will go to Jake in Public Works); five more body cam's; three new command boards which can be used for large scale incidents when a formal Command center is not available, and reflective coats for the officers.

The security camera system for the building was down with a bad motherboard. The motherboard has been repaired. The camera in the Council chambers went bad and we have replaced it with a new one.

This year the police department participated in "No Shave November". Officers were allowed to grow facial hair during the month of November to show their support for a cause. Officers that participated donated \$50.00 each to the Safe Harbor women's shelter. We will also be encouraging others to donate on behalf of the department.

All the new vehicles are in and have been assigned to officers.

The police department is holding their 2<sup>nd</sup> annual Christmas Coloring contest for kids 1-12. The contest ends on December 22 with winners in each age category announced on December 23.

The first round of testing for a new police officer will take place on December 3, 2014. We will hold two separate testing sessions, morning and afternoon. It will consist of a written test, writing sample, and a two question interview. The top candidates from this process will be invited back to interview on December 15, 2014.

# West Bountiful Police Department

## Department Summary

9/1/2014 to 9/30/2014

<b>Arrests</b>	<b>8</b>
Adult	7 87.5%
Juvenile	1 12.5%
<b>Activities</b>	<b>839</b>
Admin	134 16.0%
Assist	109 13.0%
Community Relations	13 1.5%
Deaths	1 0.1%
Fires	1 0.1%
Investigation	39 4.6%
K-9	19 2.3%
Patrol	86 10.3%
Property	1 0.1%
Security	238 28.4%
Service Call	45 5.5%
Suspicious Activity	27 3.2%
Traffic	121 14.4%
Vehicle Accident	4 0.5%
<b>Shift Time and Percent Accounted</b>	<b>1291 hr. 46 min. 32.4%</b>

<b>Reports</b>	<b>134</b>
CITATION REPORT	37 27.6%
INCIDENT REPORT	54 40.3%
OFFICER INFORMATION	42 31.3%
POLICE VEHICLE IMPOUND	1 0.7%

# Department Summary

## Crime Offenses 33

ANIMAL CONTROL	1	3.0%
ASSAULT	1	3.0%
BURGLARY	1	3.0%
COUNTERFEITING	1	3.0%
DAMAGE PROPERTY	2	6.1%
DANGEROUS DRUGS	4	12.1%
FAMILY OFFENSE	2	6.1%
FRAUD	1	3.0%
PUBLIC ORDER	1	3.0%
PUBLIC PEACE	4	12.1%
SEX ASSAULT	1	3.0%
THEFT	7	21.2%
TRAFFIC OFFENSE	5	15.2%
WARRANT SERVICE	2	6.1%

## Accidents 7

## Citation Violations 62

DUI	1	1.6%
Fix it	3	4.8%
Misdemeanor	12	19.4%
Traffic	38	61.3%
Warning	8	12.9%

# West Bountiful Police Department

## Department Summary

10/1/2014 to 10/31/2014

<b>Arrests</b>		<b>23</b>
Adult	22	95.7%
Juvenile	1	4.3%
<b>Activities</b>	<b>992</b>	
Admin	146	14.7%
Assist	122	12.3%
Community Relations	14	1.4%
Investigation	52	5.2%
K-9	0	0.8%
Patrol	143	14.3%
Property	5	0.5%
Security	214	21.5%
Service Call	47	4.7%
Suspicious Activity	34	3.4%
Traffic	190	19.2%
Vehicle Accident	12	1.2%
<b>Shift Time and Percent Accounted</b>	<b>2498 hr. 48 min.</b>	<b>26.0%</b>
<b>Reports</b>	<b>197</b>	
CITATION REPORT	46	23.4%
INCIDENT REPORT	92	46.7%
OFFICER INFORMATION	56	28.4%
POLICE VEHICLE IMPOUND	3	1.5%

# Department Summary

## Crime Offenses

49

ASSAULT	2	4.1%
BURGLARY	1	2.0%
DAMAGE PROPERTY	4	8.2%
DANGEROUS DRUGS	7	14.3%
FAMILY OFFENSE	3	6.1%
FOUND/LOST PROPERTY	2	4.1%
PRIVACY VIOLATIONS	3	6.1%
THEFT	9	18.4%
TRAFFIC OFFENSE	13	26.5%
WARRANT SERVICE	4	8.2%
WEAPON OFFENSE	1	2.0%

## Accidents

13

## Citation Violations

70

DUI	5	7.1%
Fix it	12	17.1%
Misdemeanor	12	17.1%
Traffic	30	51.4%
Warning	5	7.1%

# West Bountiful Police Department

## Department Summary

11/1/2014 to 11/30/2014

<b>Arrests</b>	<b>16</b>
Adult	13    81.3%
Juvenile	3    18.8%
<b>Activities</b>	<b>862</b>
Admin	132    15.3%
Assist	78    9.0%
Community Relations	9    1.0%
Investigation	21    2.4%
K-9	10    1.2%
Patrol	82    9.5%
Property	2    0.2%
Security	262    30.4%
Service Call	38    4.4%
Suspicious Activity	25    2.9%
Traffic	198    23.0%
Vehicle Accident	5    0.6%
<b>Shift Time and Percent Accounted</b>	<b>1522 hr. 5 min.    36.0%</b>

<b>Reports</b>	<b>136</b>
CITATION REPORT	48    35.3%
INCIDENT REPORT	45    33.1%
OFFICER INFORMATION	40    29.4%
POLICE VEHICLE IMPOUND	3    2.2%

# Department Summary

## Crime Offenses 46

ASSAULT	3	6.5%
BURGLARY	2	4.3%
DAMAGE PROPERTY	4	8.7%
DANGEROUS DRUGS	13	28.3%
FAMILY OFFENSE	3	6.5%
FRAUD	1	2.2%
JUVENILE STATUS OFFENSES	1	2.2%
MISSING PERSONS	2	4.3%
PUBLIC ORDER	1	2.2%
SEX OFFENSE	1	2.2%
THEFT	5	10.9%
TRAFFIC OFFENSE	8	17.4%
WARRANT SERVICE	2	4.3%

## Accidents 9

## Citation Violations 70

DUI	2	2.9%
Fix it	7	10.0%
Misdemeanor	17	24.3%
Traffic	36	51.4%
Warning	8	11.4%

1 Minutes of the West Bountiful City Council meeting held on **Tuesday, December 2, 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), Chief Todd  
10 Hixson, Steve Maughan (Public Works Director), Paul Holden (Director of Golf), Cathy  
11 Brightwell (City Recorder/Secretary)

12  
13 **VISITORS:** Alan Malan, Corey Sweat, Tim Rees, Jeff Dunn, Justin Williams, Gene  
14 Meitchen, Steve Harder, Brenda and Bryce Allen, Blaine Nuttal, Mike Youngberg, Dave Van  
15 Otten, Floyd Meads, Chris and Rob Jenson, Trisha Davis, Rebecca Conant

16  
17  
18 Mayor Romney called the meeting to order at 7:31 pm. James Ahlstrom gave an Invocation, and the  
19 Pledge of Allegiance was led by Mark Preece.

20  
21 **1. Accept Agenda**

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

26  
27 **2. Public Comment**

28  
29 Corey Sweat thanked the City for continuing the tradition of having Santa ride through town  
30 on the fire truck. He said it was enjoyed by all.

31  
32 **3. Public Hearing – Jessi’s Meadow Special Assessment Area, followed by any Council**  
33 **discussion based on comments made during the hearing.**

34  
35 Duane Huffman summarized the issue explaining that the City was approached by the Jessi’s  
36 Meadow homeowner’s association (HOA) about a year ago regarding their desire to dissolve. The  
37 concept of a special assessment area was discussed as a way to cover the costs of the HOA’s  
38 responsibilities set forth when the Planned Unit Development was created. The process for  
39 establishing a Special Assessment Area includes public notice, which began on November 6, 2014; a  
40 public hearing, being held tonight; and official protest period which runs until February 2, 2015.  
41 Details of the proposal can be changed based on comments received. If more than twenty protests  
42 are received by that date, the special assessment area will be defeated.

43 The current proposal includes transferring maintenance of the asphalt trails to the City with  
44 the goal of replacing with concrete as funds become available. As proposed, the special assessment

45 will collect \$240K over 20 years based on a twenty year projection, but there will be an annual  
46 review.

47 Council member James Ahlstrom asked how the proposed costs compare to those currently  
48 collected by the HOA. The proposed assessment would equate to \$300 per lot per year whereas the  
49 HOA has collected \$216 per lot per year in the past.

50

51 **MOTION:** *Debbie McKean moved to open the public hearing. James Ahlstrom*  
52 *seconded the Motion which PASSED by unanimous vote of all members*  
53 *present.*

54

55 Rebecca Conant- 767 Jessi's Meadow Dr. – Ms. Conant thanked the Council for agreeing to  
56 deal with this issue; the HOA has been struggling with it for some time. She said they had been told  
57 the asphalt would be replaced with concrete for similar amount, and asked if that had changed.  
58 Duane Huffman explained that when private financing for an immediate concrete project was further  
59 explored, the City found that affordable financing was not available for the amount and terms  
60 needed. Ms. Conant said that having concrete would have helped justify \$84 a year increase.  
61 Concrete is more durable and lasts longer. She is disappointed now with the new proposal. The  
62 initial asphalt installation was done in an inferior manner, can be dangerous, and they would like to  
63 get rid of it with a permanent solution. She added that this assessment will almost equal her current  
64 taxes to West Bountiful which does not seem equitable. She asked if there will there be an annual  
65 review. Mr. Huffman responded that the proposal includes reviews, and the money will be  
66 maintained in a separate City Fund. Annual budgets/audits will include details available to the  
67 public. Mayor Romney added that if the proposal goes forward, the City will sit down with the  
68 HOA to discuss where to start, costs, types of repairs, prioritization, etc. Ms. Conant pointed out  
69 that the HOA was developed with consistency and beautification in mind. She is concerned that if  
70 lots are sold to individuals who no longer have to maintain green spaces, the values in the  
71 development may drop. She asked what would happen if the HOA just dissolved; wouldn't the City  
72 have to assume maintenance responsibility? The Mayor responded that the City would not have to  
73 assume responsibility.

74 Dave Van Otten -1260 Jessi's Meadow Way – Mr. Van Otten asked if there is a preventative  
75 maintenance plan to keep the asphalt in the best possible condition. He is concerned that without  
76 proper ongoing maintenance, costs increase and values go down. Ben White pointed out that the  
77 intent is to set aside money to properly maintain the asphalt with crack sealing, seal coating, etc. He  
78 said expected life, with proper maintenance, is assumed to be 20-30 years but many variables play  
79 into the assumptions. The City currently seal coats roads about every 5 years. When asked, the HOA  
80 stated the trail has only been seal coated once, 5 years ago. They said it also needs to be crack  
81 sealed. Council member McKean suggested that maybe the HOA could do that before transferring  
82 responsibility, or give the City money to do it.

83

84 Chris Jensen - 505 Jessi's Meadow Dr. – Ms. Jensen asked if Jessi's Meadow residents are  
85 paying the same tax rate as other city properties are paying. Mayor Romney confirmed they are.  
86 Ms. Jensen continued that if that is the case, the Special Assessment will raise taxes that no one else  
87 in the City has to pay. She would like some kind of cap on future adjustments. The reason to  
88 disband the HOA is that there are 40 lots and only a third of them have abided by the covenants and  
89 the HOA has no teeth to enforce them, but she's not sure it is worth doubling their taxes. Discussion  
90 followed about the life of the asphalt and whether a smaller sidewalk would be better or would the  
91 additional landscaping needs outweigh the benefit, and how long the assessment will last. Council  
92 member Bruhn commented that once everything is converted to concrete, the assessment may go  
93 away. Ms. Jensen asked if property owners had been approached about purchasing the common  
94 areas. Mayor Romney said they have been contacted. The intent is to work out negotiations with  
95 them but he cannot say anymore than that at this time.

96 Bryce Allen - 575 Jessi's Meadow Dr. – Mr. Allen suggested that individual property owners  
97 should be able to convert their properties to concrete and eliminate their obligation to the City.  
98 Mayor Romney explained that even though the property frontage may vary significantly by lot, the  
99 cost has traditionally been split among all 40 lots so it is not fair for someone with small frontage to  
100 be able to replace it and be relieved of their obligation. Current costs have been calculated based on  
101 the entire project.

102 There was discussion about fees collected, and the HOA explained that nothing has been  
103 collected in 2014, but everyone was paid up at the end of 2013.

104 Tricia Davis - 805 Jessi's Meadow Drive– Ms. Davis asked if money from the sale of  
105 common area will go into the account to pay for sidewalks. Mayor Romney said the City has paid  
106 for appraisals for 2 pieces, and he believes it is reasonable to include any funds realized in the  
107 special assessment fund. Ms. Davis also asked about the term levy, and Mr. Huffman explained that  
108 it is referred to as a levy because the annual assessment would be included on property tax notices.  
109 She asked how residents will be notified of the on-going process. Mr. Huffman explained the  
110 process requires the city to pass a resolution to adopt the special assessment so residents can be  
111 involved then.

112 Floyd Meads – 560 Jessi's Meadow Drive – Mr. Meads stated he is the only one in Jessi's  
113 Meadow that isn't in HOA, and he is curious how this special assessment will affect him. His  
114 property adjoins Jessi's Meadow and he agreed to put in asphalt, but he was not part of the original  
115 40 lot development. Mayor Romney said we would have to review his records to see if there was a  
116 subdivision agreement.

117 Rebecca Conant asked for clarification that when the concrete is installed the special  
118 assessment will end. If that is true, she wondered if we should consider doing it sooner. She is  
119 concerned they will be nickel and dimed to maintain something they do not want long term. Mr.  
120 Huffman explained the financing problems again, which would have doubled the current proposal  
121 (with start up and interest). He said it is the City's intent to resolve the issue as soon as possible.  
122 There was discussion about the HOA making the change to concrete and then having the City take  
123 over. To do so would take about \$7,500 for each lot. Rebecca suggested they come up with half and

124 the City cover the rest. Mayor Romney told her that if the HOA came to the City with \$150k, we  
125 would be having a very different discussion.

126 Mr. Huffman reviewed the remaining process. Protests can be filed until February 2, 2015,  
127 then if it goes forward the City Council will adopt a Resolution. If substantial changes are made to  
128 the proposal, we may want to go through the notice period again.

129  
130 **MOTION:** *Debbie McKean moved to close the public hearing. James Bruhn seconded*  
131 *the Motion which PASSED by unanimous vote of all members present.*  
132

133 **4. Public Hearing – Vacate a portion of the Public Utility Easement at 1322 N 550 W.**

134  
135 Ben White explained that Mr. Williams wants to build a shed in his yard and upon review  
136 noticed an easement exists so has requested it be vacated. The easement is an empty corridor.

137 **MOTION:** *James Ahlstrom moved to open the public hearing. James Bruhn seconded*  
138 *the Motion which PASSED by unanimous vote of all members present.*  
139

140 Alan Malan commented that the side setback is 6 feet, Ben agreed and added that the setback  
141 can be reduced to 3 feet if the building is fire rated.

142  
143 **MOTION:** *Debbie McKean moved to close the public hearing. Mark Preece seconded*  
144 *the Motion which PASSED by unanimous vote of all members present.*  
145

146 **5. Consider adoption of Resolution 352-14, “A Resolution Authorizing the Mayor to**  
147 **Execute the Vacation of a Portion of Side Public Utility Easement Located at 1322 N**  
148 **550 West.”**

149  
150 **MOTION:** *Debbie McKean moved to adopt Resolution 352-14 as presented. James*  
151 *Bruhn seconded the Motion which PASSED.*  
152

153 The vote was recorded as follows:

154 James Ahlstrom – Aye  
155 James Bruhn – Aye  
156 Kelly Enquist – Aye  
157 Debbie McKean – Aye  
158 Mark Preece – Aye  
159

160 **6. Fiscal Year 2014 Audit Report.**

161 Tim Rees summarized the audit process and confirmed that the City is using acceptable  
162 accounting practices. He commented that even with some staff turnover the auditors did not run into  
163 problems; City staff was good to work with, and he is not aware of any necessary further  
164 adjustments. He complimented the City for staying on budget.

165 Mr. Rees said they went to the golf course and visited with personnel. Their only concern is  
166 with tracking punch cards. Duane Huffman explained that punch cards are listed as a liability on the  
167 books but we have received the cash. He suggested there is no need to address it unless it becomes  
168 an egregious problem. Mr. Rees agreed it is up to the City to manage; but important to make sure  
169 the liability is correct.

170 Council member McKean asked about language on page 24, paragraph 10, which talks about  
171 moving money between budgets. Mr. Huffman responded that State law gives departments authority  
172 to move money within the department, but not between departments. The Council needs to approve  
173 any changes from one department to another or to increase total spending.

174 Council member Ahlstrom asked about language on page 55, regarding percentage of  
175 revenue in fund balance restrictions. Duane explained that State law caps fund balance at 25% of  
176 revenue; however, the General Fund's loan to the Golf Course is counted as fund balance, artificially  
177 increasing the City's balance beyond the 25% cap. Council member Ahlstrom also asked about the  
178 decrease in RAP Tax fund balance as mentioned on page 8. Mr. Huffman explained that this was the  
179 result of projects that relied in part on previous years' collections, but that overall the fund remained  
180 healthy.

181

182 **7. Discuss potential actions to address the issue of tree limbs obstructing snow plows.**

183 Duane Huffman provided background on the issue explaining that 55 letters were sent in  
184 October to residents with tree branches in front of their properties hanging less than 14 feet above  
185 the ground. These low branches cause a lot of damage to our snow plows. Upon inspection this  
186 week, twenty-one residents had cut their branches, but 6 of those did not trim them the full 14 feet,  
187 and 32 had taken no action. Several additional locations were identified leaving 42 properties still in  
188 need of trimming.

189 Council member McKean stated this is a health, safety, and welfare issue and suggested non-  
190 compliant residents be fined. Mr. Huffman explained that the new Nuisance ordinance could be  
191 used to levy a fine if that is what Council wants. He said the City has been lax in the past and if  
192 Council is serious about assessing fines, he recommends we send them a bill this first year. If we  
193 continue to have problems next year, then we can assess fines.

194 Mr. Huffman stated that if the intent is to bill residents, he recommends hiring an outside  
195 company. If the intent is not to bill residents, then we could do it ourselves.

196 Council gave staff direction to move forward with second notices adding that they are serious  
197 about this issue. So that it's clear, Council member Bruhn said he would like the language stating  
198 they will be billed to be highlighted in bold text. He asked that letters go to property owners in  
199 addition to residents to ensure that rental properties are covered.

200

201 **8. Discuss draft modifications to construction standards and specifications.**

202 Ben White summarized his memo describing the draft modifications to construction  
203 standards and specifications. Council member McKean complimented Mr. White on his attention to  
204 detail and agreed it is important that we do this. Mr. White will bring a resolution to a future  
205 meeting for consideration.

206

207

208

209 **9. Engineering/Planning Commission Report**

210 Ben White reported that at last week's meeting, the Planning Commission approved a  
211 conditional use permit for a home occupation hair salon, and began a discussion of density as it  
212 relates to residential lots. The Planning Commission would like direction from the City Council  
213 about how they would like to handle the issue.

214 Preliminary plans have been received for the old Winger's/Burger King area. Buildings have  
215 been proposed for each location for small strip malls of approximately 6000 sq.ft.

216 The Birnam Woods drainage project to construct a 6 ft. swell is under way, and, weather  
217 permitting, we may have concrete before the week is out.

218 The I-15/500 South water line project is still in progress; they are having problems getting it  
219 to pass pressure testing. We have our crew working nights to oversee the project and with recent  
220 water line breaks in the City, they have been working a lot of overtime. Council member Bruhn  
221 asked about the City's overtime policy. Duane Huffman responded that the practice has been to give  
222 them the option to accrue overtime or take time off if the opportunity is available.

223 UDOT is still expecting 400 North bridge reconstruction to begin the end of February/  
224 beginning of March with the overpass closed for 90 days. Our intent is to rebuild the water line and  
225 overlay the road on Pages Lane next year, and we have \$100k contribution from UDOT to pay for  
226 bike lanes, but we will not proceed until 400 North is re-opened.

227

228 **10. Administrative Report**

229

230 Duane Huffman recognized Steve Maughan and his crew, and Chief Hixson and his officers  
231 on their additional work loads. He also recognized Patrice Twitchell for her hard work through the  
232 audit process; she has shown no fear and stepped up to cover questions as they have come up.

233 The Fire Agency's budget year ends December 31, so their new budget is being adopted  
234 which includes new staffing beginning in July. The impact to West Bountiful in the current fiscal  
235 year is \$10K, and next year it will be \$60K. For our portion, we are working to see if we can shave  
236 off some of the proration to reduce those numbers.

237 We are in the process of providing continuing disclosure of water bonds and Fitch is  
238 updating our credit rating. Duane will have a meeting with them later in the week; he sees no  
239 problem maintaining our current A+ rating.

240 In June 2015, our agreement with Waste Management expires. We are in the process of  
241 reviewing past contracts to clarify certain items, and will come back in the future with options.

242 Mr. Huffman was asked when Council would start getting financial updates again. He  
243 explained that now that the audit is complete, we will have financials for your review at the next  
244 meeting. Several members commented that a slimmed down version from previous reports would be  
245 sufficient.

246 Duane invited members to the City Christmas party being held next Thursday, December 11.  
247 Good weather is forecast so the party will probably be held at City Hall instead of the golf course.

248

249 **11. Mayor/Council Reports**

250

251 Mayor Romney recognized Steve Maughan and his crew for doing a great job and  
252 commended Steve for his work in acquiring good equipment which has made them more efficient  
253 especially with water breaks, and for developing strong working relationships with nearby cities.

254           Regarding the Fire District, the Mayor explained that with expansion, growth and an aging  
255 population their call volumes are increasing causing a need to add paramedics/firemen to share  
256 responsibilities. We are reviewing our assessment which, by percentage, seems to be going up more  
257 in relation to others. Mr. Huffman is looking at the values used to calculate the assessment as it  
258 appears some of this valuation is tied to personal property taxes from Holly. The Mayor thanked  
259 Duane for working to help shake it out.

260

261           Kelly Enquist commented that Holly appears to be working on the berm on the east side of  
262 800 West. He also asked about the status of the Wounded Warrior contribution approved earlier in  
263 the year. Staff will look into the contribution.

264

265           Debbie McKean had no report.

266

267           James Bruhn reported he had attended the Wasatch Integrated meeting where there had been  
268 discussion about the costs associated with wet grass in garbage cans. Wet grass doesn't burn so it  
269 causes problems in the garbage stream. He suggested the City consider offering green waste cans to  
270 residents to avoid these problems. Council member McKean suggested educating the public by  
271 including articles in the newsletter.

272

273           Mark Preece reported Christmas on Onion Street was a success; there were a lot of kids in  
274 attendance and they all appeared to be having a good time.

275           He said the Sewer District is doing well and there have been no additional discussions on  
276 nitrates. He noted that he attended the special district convention, which was very good.

277           He then provided an update on the West Centerville Neighborhood project. There have been  
278 two public hearings and we seem to be making some progress. There has been a lot of opposition  
279 from West Bountiful residents, Rep. Barrus, and even some Centerville residents.

280

281           James Ahlstrom talked about the Transportation Coalition email sent by Duane Huffman. He  
282 said it will cost \$250 to be involved, and as a part of the group the Salt Lake Chamber (Lane Beattie)  
283 becomes our consultant. Mr. Huffman added that it includes ULCT and Counties, and they are trying  
284 to increase the gas tax to bring in additional funding. Mr. Ahlstrom stated that he understood the  
285 coalition to work towards a fair distribution of funding, and said he would like to discuss the issue  
286 before January and asked Duane to invite Mr. Beattie to the next Council meeting.

287

288 **14. Approval of Minutes from the November 4, 2014 City Council Meeting.**

289

290           **MOTION:**    *Debbie McKean moved to approve the minutes from the November 4, 2014*  
291                            *meeting as presented. Mark Preece seconded the Motion which PASSED by*  
292                            *unanimous vote of all members present.*

293

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

296

297           No executive session was held.

298

299

299 **Adjourn**

300  
301 **MOTION:** *Mark Preece moved to adjourn this meeting of the West Bountiful City*  
302 *Council at 10:16 pm. Kelly Enquist seconded the Motion which*  
303 *PASSED by unanimous vote of all members present.*  
304

305 -----  
306  
307 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*  
308 *present on Tuesday, December 16, 2014.*  
309

310  
311 \_\_\_\_\_  
312 CATHY BRIGHTWELL (City Recorder)