

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
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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORKSESSION AND REGULAR MEETING ON TUESDAY, **MARCH 3, 2015** IN THE CITY OFFICES AT 550 NORTH 800 WEST BEGINNING AT **6:00 PM**

6:00 pm WORK SESSION

Economic Development Presentation by Lewis, Young, Robertson & Burningham.

7:30 pm REGULAR MEETING:

Invocation/Thought – Kelly Enquist - Pledge of Allegiance – James Ahlstrom

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. Legislative Report - Senator Todd Weiler.
4. Consider Resolution 358-15, A Resolution Vacating A Portion Of Rear Public Utility Easement Located At 581 W 1890 North.
5. Consider Resolution 359-15, A Resolution Authorizing A Concessions Agreement with Shawn and Rhonda Moss (Lakeside Café LLC).
6. Consider Resolution 360-15, A Resolution Authorizing A Facilities Use Agreement with West Bountiful Baseball.
7. Consider Resolution 361-15, A Resolution Approving the Amendment to the Interlocal Cooperation Agreement Between Davis County and City of West Bountiful for Animal Control Services.
8. Consider Ordinance 370-15, An Ordinance Restricting Construction Noise during Certain Hours.
9. Discuss Election Proposal Options from Davis County.
10. Planning Commission/Engineering Report.
11. Mayor/Council Reports.
12. Approval of Minutes from the February 3 and February 17, 2015 City Council Meetings.
13. Executive Session, if Necessary, Pursuant to Utah Code Annotated 52-4-205(a), to Discuss the Character, Professional Competence, or Physical or Mental Health of an Individual.
14. Adjourn.

Individuals needing special accommodations (during the meeting should contact Cathy Brightwell, 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 February 26, 2015.

MEMORANDUM



TO: Mayor and City Council

DATE: February 26, 2015

FROM: Staff

RE: **Vacate Easement at 581 W 1890 North**

The owner of the property, Dennis Parkin, wishes to construct an accessory structure in the rear yard of his home in a location where there is an existing public utility easement. Mr. Parkin went through the standard process of requesting letters of release from the major utility companies, and a public hearing was held on February 3, 2015. One utility company (CenturyLink) has a buried utility in the vicinity. It took the property owner a little extra time and effort before CenturyLink released their claim on the easement from 7 feet to 6 feet.

Staff does not foresee a problem reducing the easement width from 7 feet to 6 feet. There is also a corresponding 7 foot easement along the rear property line of the properties to the south of this on, so in effect, a 13' wide easement will remain.

It is staff's recommendation that Resolution 358-15 be approved which will allow the reduction in the rear yard easement at 581 W 1890 North as described above.

WEST BOUNTIFUL CITY

RESOLUTION #358-15

A RESOLUTION OF THE WEST BOUNTIFUL CITY COUNCIL AUTHORIZING THE CITY MAYOR TO EXECUTE THE VACATION OF A PORTION OF REAR PUBLIC UTILITY EASEMENT LOCATED AT 581 WEST 1890 NORTH

WHEREAS, West Bountiful City has been petitioned by the owner of the above mentioned property to vacate a portion of the rear yard public utility easement for the purpose of building a garage; and

WHEREAS, a public notice was published on January 22, 2015 in the Davis County Clipper and posted on the Utah Public Notice website; and

WHEREAS, a public hearing was held on February 3, 2015 to receive public comment concerning the vacation of a portion of the easement.

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

The West Bountiful City Council, having heard all arguments for and against the release of the utility easement, approves the release and hereby authorizes the City Mayor to execute the RELEASE OF EASEMENT for the property located at 581 West 1890 North.

EFFECTIVE DATE. This resolution shall take effect immediately upon receipt of releases from the public utility agencies.

Passed and approved by the City Council of West Bountiful City this 3rd day of March, 2015.

Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, Recorder

When Recorded Return to:
West Bountiful City
550 North 800 West
West Bountiful, UT 84087

RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT
581 West 1890 North
Tax ID: 06-017-0030

THIS RELEASE OF PUBLIC UTILITY EASEMENT AGREEMENT (“*Agreement*”) is entered into effective _____, 2015 (the “*Effective Date*”), between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”), and Dennis J. and Christine H. Parkin (collectively, “*Owner*”).

Owner owns certain real property located at 581 West 1890 North, West Bountiful City, Davis County, State of Utah, which is more particularly described in the attached **Exhibit A** (the “*Property*”). The Property is subject to a public utility easement as depicted and described in the attached **Exhibit B** (the “*Easement*”). At Owner’s request, the City has adopted Resolution No. 358-15, a Resolution authorizing the City to release its interest in the Easement, conditioned upon Owner’s agreement to indemnify the City in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RELEASE OF EASEMENT. The City disclaims, relinquishes, and releases any right, title, or interest it may have in and to the Easement, conditioned on the performance of Owner’s obligations under this Agreement.

2. OWNER’S ACKNOWLEDGMENTS. Owner acknowledges that certain public utilities may have interests in the Easement, and that the City’s release of the Easement does not automatically extinguish those interests. Owner is solely responsible for the use of that portion of the Property which was subservient to the Easement, as depicted and described in **Exhibit B** (the “*Easement Property*”), and will use the Easement Property at Owner’s own risk.

3. RELEASE AND INDEMNIFICATION. To the fullest extent allowed under applicable law, Owner hereby releases, and agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assigns from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, costs, and expenses (including reasonable attorney and expert fees), arising out of: (a) Owner’s breach of this Agreement; (b) Owner’s use of the Easement Property; or (c) any act or occurrence on the Easement Property. With respect to Owner’s agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Owner to undertake the defense of the City, either of which will be at Owner’s sole cost and expense.

4. DISCLAIMER OF WARRANTIES. The City makes no representations or warranties as to the availability of the Easement Property for any use intended by Owner, except to the extent of the release of the City’s interest in the Easement. The City will not be responsible for any injury to persons or property as a result of the design, installation, use, maintenance, or possession of improvements on the Easement Property.

5. MISCELLANEOUS.

a. **Covenants Run with the Land.** The covenants contained in this Agreement are covenants with respect to real property and will run with the land. Such covenants will be binding upon Owner’s successors, assigns, agents, and legal representatives in the ownership or development of the Property. Owner, at Owner’s expense, will record this Agreement or a memorandum of this Agreement with the Davis County Recorder.

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

c. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement will be valid or binding unless made in writing and signed by both parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the party waiving the provision.

d. **No Third-party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective officers, employees, agents, attorneys, successors, heirs, and assigns. No other person or entity will have any interest under this Agreement or be classified as a third-party beneficiary.

e. **Enforcement.** In the event any party is required to bring a legal action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to recover the party’s costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

OWNER:

DENNIS J. PARKIN

CHRISTINE H. PARKIN

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2015, Kenneth Romney and Cathy Brightwell appeared before me and, being by me duly sworn, did acknowledge that they are the Mayor and City Recorder, respectively, of West Bountiful City, and that they executed the foregoing instrument as duly authorized representatives of the City.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On _____, 2015, Dennis J. Parkins and Christine H. Parkins 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 as the Owners' duly authorized representative.

Notary Public

EXHIBIT A
(Legal Description of the Property)

ALL OF LOT 30, HILLWEST PLAT B SUBDIVISION, WEST BOUNTIFUL CITY,
DAVIS COUNTY, UTAH CONTAINING 0.241 ACRES

EXHIBIT B
(Depiction and Legal Description of the Easement)

Part of Lot 30 of the Hillwest Plat B Subdivision located in the Northeast Quarter of Section 13, Township 2 North Range 1 West, Salt Lake Base and Meridian on file in the Davis County Recorder's Office, being more particularly described as

Beginning at point North 00°09'26" East 6.00 feet from the southeast corner of Lot 30 of the Hillwest Plat B Subdivision, West Bountiful City, Davis County, Utah thence

North 89°50'34" West 84.00 feet to the west lot line;

Thence North 00°09'26" East 1.00 feet along said lot line;

Thence South 89°50'34" East 84.00 feet to the east lot line;

Thence South 00°09'26" West 1.00 feet along said lot line to the point of beginning.

MEMORANDUM



TO: Mayor & Council

DATE: February 26, 2015

FROM: Duane Huffman

RE: **Concessions Agreement – Lakeside Golf Course Café**

West Bountiful City received notice earlier this month that for personal reasons Carmack's Food Service would no longer operate concession services at Lakeside Golf Course. The City immediately advertised a request for proposals from other interested concessionaires.

Based on a review of the proposals received by the City, staff recommends that the Council award the concession services to what will be known as Lakeside Café LLC, owned and operated by Shawn and Rhonda Moss.

The Moss family currently operates a successful concessions operation at Davis Golf Course, and we believe that their expertise, experience, and vision will add to the customer experience at Lakeside.

WEST BOUNTIFUL CITY

RESOLUTION #359-15

A RESOLUTION AUTHORIZING CONCESSIONS AGREEMENT WITH SHAWN AND RHONDA MOSS (LAKESIDE CAFÉ LLC)

WHEREAS, the West Bountiful City owns and operates Lakeside Golf Course; and

WHEREAS, the City Council is desirous of licensing an independent contractor to operate a restaurant/café for serving light refreshments and food items at Lakeside Golf Course; and

NOW THEREFORE, be it resolved by the City Council of West Bountiful that the City enter into the agreement included as Exhibit A, with any changes subject to approval of the City Attorney, and that the Mayor is hereby authorized and directed to execute, deliver, file, and record such agreement.

This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 3rd day of March 2015.

Ken L. Romney, Mayor

VOTING:

Mark Preece

James Bruhn

Kelly Enquist

Debbie McKean

James Ahlstrom

YEA

NAY

ATTEST:

Cathy Brightwell, City Recorder

Concession Agreement Lakeside Golf Course Café

This Concession Agreement (“Agreement”) is made and entered into this 1st day of March, 2015, by and between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “City”); and LAKESIDE CAFÉ LLC, a Utah limited liability company (the “Concessionaire”).

WHEREAS; the City is the owner of the Lakeside Golf Course and is desirous of licensing an independent contractor to operate a restaurant/café for serving light refreshments and food items, and the Concessionaire is desirous of using the Lakeside Golf Course premises for that purpose in accordance with this Agreement.

NOW THEREFORE, for valuable consideration, including the mutual covenants set forth in this Agreement, the City and the Concessionaire hereby mutually agree as follows:

1. DEFINITIONS.

- a. Golf Course. The Lakeside Golf Course located at 1201 North 1100 West, West Bountiful, Utah.
 - b. Clubhouse. The Golf Course clubhouse located at 1201 North 1100 West, West Bountiful, Utah.
 - c. Director. The Lakeside Golf Director for West Bountiful City or authorized representative.
 - d. Gross Receipts. With respect to sales or services provided by the Concessionaire at or from the Golf Course, the total amount of all sales of food, beverages, or other products and the total consideration received for the performance of any services (whether or not such services are performed in connection with the sale of food, beverages, or other products), including all cash receipts, credits, and property or consideration of any kind.
 - e. Concession Premises. The area within the Clubhouse designated for the purpose of preparing and serving food/beverage concession services as shown in the attached **Exhibit A**.
2. **CONCESSION GRANTED**. The City grants to the Concessionaire the right to operate and maintain a restaurant facility/café within the Concession Premises and to operate a beverage cart on the Golf Course and provide associated services to customers of the Golf Course and the public generally in accordance with this Agreement. The Concessionaire’s use of the Concession Premises and City-provided equipment shall be exclusively for this purpose.
3. **OPERATING RESPONSIBILITIES**. Unless otherwise stated herein, the Concessionaire agrees to operate concession services as outlined in its response (**Exhibit B**) to the City-issued request for

proposals (**Exhibit C**). In addition, the Concessionaire agrees to operate concession services under the following terms and conditions:

- a. Operating Hours. As stated in Exhibit C, concession services will be provided during all operating hours of the Golf Course from March to November, and the Concessionaire will have at least one employee with a food handler's permit on site during these hours, unless otherwise directed by the Director.
- b. Concession Staff. The Concessionaire agrees to abide by all applicable federal, state, and local laws prohibiting discrimination against employees and applicants. Persons employed at the Golf Course shall be satisfactory to the Director as to their personal conduct, honesty, courtesy, health, ability, and personal appearance. Concessionaire agrees to provide the Director with a list of employees and update it as necessary.
- c. Prices & Menu. The Concessionaire agrees to adhere to the menu and prices as provided in Exhibits B and C unless otherwise agreed to in writing by the Director. The Concessionaire agrees to provide a 25% discount off menu items for employees of the City.
- d. Maintenance of Equipment. The Concessionaire agrees to provide all maintenance, basic or simple repair, and service on all equipment used in the concession, whether Concessionaire- or City-owned, insofar as sanitation and appearance of the concession is involved. In the event City-owned equipment needs repair, the Concessionaire must report the problem(s) at once to the Director. The City will fix the problem, and if the damage is attributable to the Concessionaire's fault, the Concessionaire will promptly pay the cost of the repair as billed by the City.
- e. Maintenance of Concession Premises. The Concessionaire agrees to provide the maintenance and repair of the Concession Premises. Concessionaire's duties include all sweeping, washing, servicing, replacing, and cleaning that may be required to properly maintain the Concession Premises in a safe, clean, wholesome, sanitary, orderly, and attractive condition. The City agrees to repair or replace, as necessary, all paint, carpet, and electrical fixtures within the Concession Premises. If the damage is attributable to the Concessionaire's fault, the Concessionaire will pay the cost of the repair or replacement as billed by the City. The City will provide exterior garbage pick-up service.
- f. Utilities. The City agrees to provide utilities for electricity, water, and natural gas.
- g. Control of Premises. The City shall have absolute and full control of the Clubhouse, the Golf Course, and all of their appurtenances during the term of the Agreement, and may make such changes and alterations therein, and in the surrounding grounds, as the City may determine.

7. LIABILITY.

- a. Hold Harmless. The Concessionaire agrees to defend, indemnify, and hold harmless the City, its officers, agents and employees, from every claim, demand, damage or action, and any cost or expense in connection therewith (including reasonable attorney fees), to the extent arising in any manner out of the operation of the concession and the provided equipment and facilities utilized in connection therewith. Likewise, the City agrees to defend, indemnify, and hold harmless the Concessionaire, its officers, agents and employees, from every claim, demand, damage or action, and any cost or expense in connection therewith (including reasonable attorney fees), to the extent arising out of or by reason of any act or failure to act of the City hereunder, or the operation of the City's business.
 - b. Waiver and Release. The Concessionaire hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water supply system, drainage or heating systems, gas mains, electrical apparatus or wiring furnished for the premises covered by this Agreement which may occur from time to time from any cause; or for any loss resulting from fire, earthquake, flood, storms, war, insurrection, riot, public disorder, or casualty; or from construction and/or maintenance activities authorized by the City; and the Concessionaire hereby expressly releases and discharges the City and its officers, agents and employees from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes. Further, the Concessionaire waives and releases the City from any liability for any damages including but not limited to business loss or interruption which may occur as a result of any capital improvements, maintenance, or repairs to either the Clubhouse or the Golf Course.
 - c. Insurance. The Concessionaire agrees to maintain:
 - i. General liability insurance and property damage insurance in the amount of \$1,000,000.00 per occurrence and in the aggregate, with the City being named as an additional insured, and to provide proof of such insurance to the City;
 - ii. Worker's compensation insurance per the requirements of the State of Utah.
 - d. Damage and Theft. The Concessionaire, at its option, may insure its equipment, materials, and work used or performed in connection with its obligations under this Agreement. The City will not, under any circumstances, be answerable or accountable for any loss or damage to such equipment, inventory, materials or work, or any part thereof.
8. **NOTICE.** All notices required hereunder shall be given in writing to the following addresses or such other addresses, including email, as the parties may designate by written notice:

TO THE CITY:
City Administrator

550 N 800 W
West Bountiful, UT 84087

TO THE CONCESSIONAIRE:

Shawn and Rhonda Moss
2073 W 2100 S
Syracuse, UT 84075

9. **SURRENDER.** Upon the termination of this Agreement the Concessionaire shall surrender the Concession Premises, together with all furniture, fixtures, and equipment attached thereto or used in connection with the concession (except for any equipment brought to the Golf Course and wholly owned by the Concessionaire), in good condition and repair and free and clear of all liens and encumbrances, except for reasonable wear and tear.
10. **INDEPENDENT CONTRACTOR.** The Concessionaire shall be an independent contractor, and as such, has no authority, express or implied, to bind the City to any agreements, settlements, liability, or understanding whatsoever, and agrees not to represent itself as an agent of the City, except as herein expressly allowed. Persons employed by the City and acting under the direction of the City shall not be deemed to be employees or agents of the Concessionaire. The Concessionaire shall abide by all policies of the City with respect to independent contractors as shall be adopted from time to time. Notwithstanding any provision of this Agreement to the contrary, the transactions contemplated under this Agreement shall not be considered a partnership, joint venture, or other similar association between the parties.
11. **SUB-LEASES/CONTRACTORS.** The Concessionaire will not be allowed to assign, sublease, or delegate to any party any of Concessionaire's rights or responsibilities under this Agreement.
12. **ENTIRE AGREEMENT.** This document and the exhibits attached hereto constitute the entire agreement between the City and the Concessionaire for the concession and use granted herein. All other agreements, promises and representations with respect thereto are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibits attached hereto, of the terms, conditions, promises and covenants relating to the concession and the premises to be used in the conduct thereof. The attached exhibits are incorporated in this Agreement by reference. The terms of this Agreement will govern any inconsistency between such terms and those contained in Exhibits B and C.
13. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

14. **MODIFICATION.** This Agreement may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by the Concessionaire and, in the case of the City, until approved by the City Council.

IN WITNESS WHEREOF, three (3) copies of this Agreement have been executed by the parties hereto, each of which shall, for all purposes, be deemed an original.

THE CITY:

WEST BOUNTIFUL CITY

By: _____
Ken Romney, Mayor

Attested by: _____
Cathy Brightwell, City Recorder

THE CONCESSIONAIRE:

LAKESIDE CAFÉ, LLC

By: _____

By: _____

The undersigned, jointly and severally, hereby guaranty the payment and performance of the Concessionaire's obligations under this Agreement. In the event of a breach of this Agreement, the City may pursue any remedy it may have against the undersigned without exhausting its remedies against the Concessionaire.

SHAWN MOSS

RHONDA MOSS

Exhibit A: Site Layout

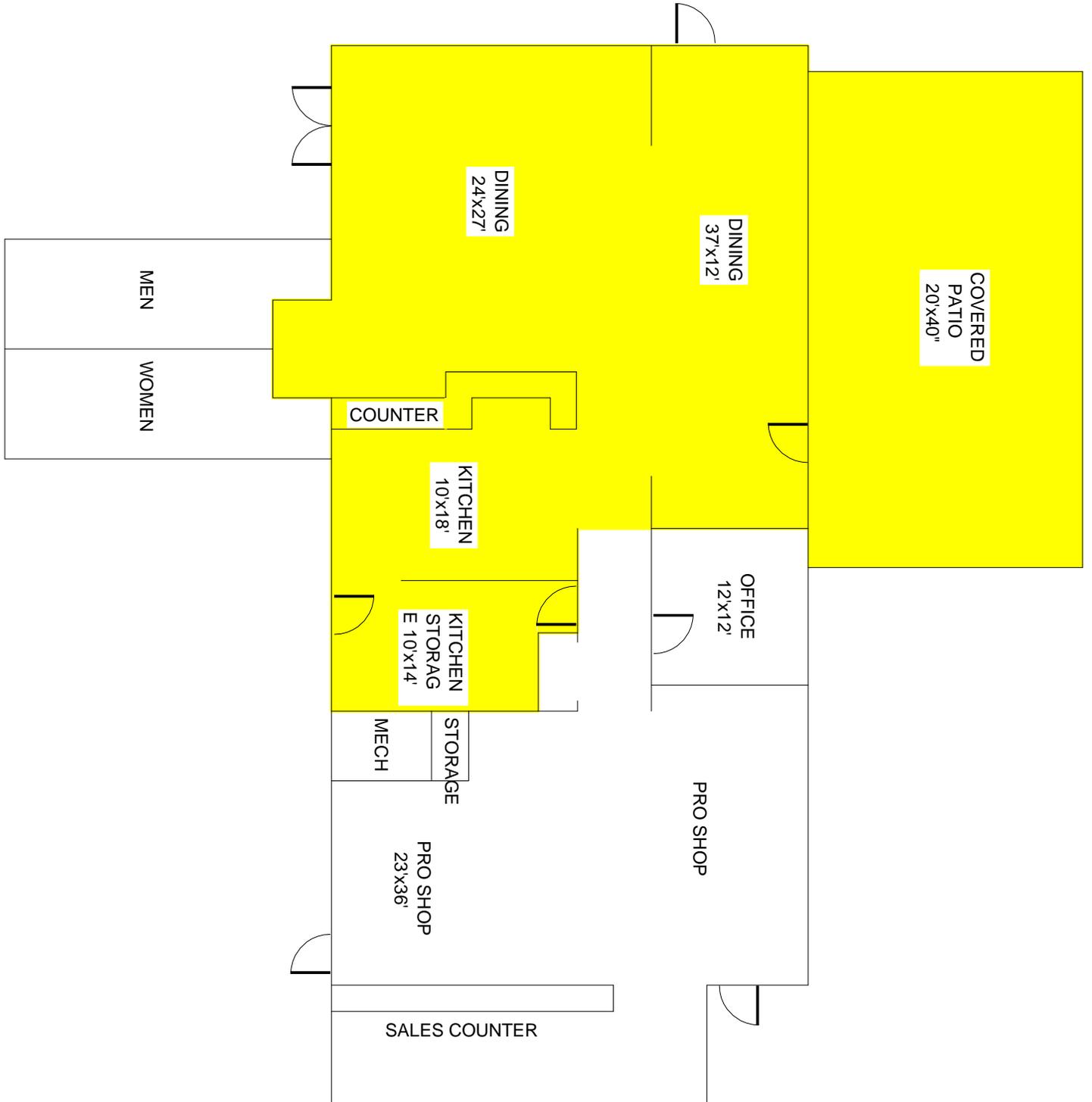


EXHIBIT B
Lakeside Café, LLC
2073 W 2100 S
Syracuse, UT 84075

Re: Lakeside Golf Course Concessionaire

Thank you for the opportunity to submit a proposal in order to enter into a contract with West Bountiful City and Lakeside Café, LLC owned and managed by Shawn and Rhonda Moss.

1.(a) Rhonda Moss, owner and operator of Davis Park Café, located at Davis Park Golf Course, is going on her third season. Customer satisfaction and a high quality of food has always been a top priority and will continue to be so at Lakeside Golf Course. From experience, Lakeside Café, LLC can provide restaurant quality food and offer home baked items to everyone who frequents the café. From our experience, this has been successful in creating repeat customers, which will increase the café's bottom line, as well as bring a good name to the café and the golf course.

(b) We take pride and careful consideration on who we hire. All our employees are returning this year. Davis Park Café has had 2 successful years with the same employees and they are eager to work at both locations. As owners, it is rare that one, if not both, have not been on site every day.

(c) Menu items, but not limited to:

Meat, egg and cheese sandwich \$4

Burrito \$5

Omelet Scramble \$7

French toast and Eggs \$5

2 Egg Breakfast \$6.50

Hamburger, cheeseburger, grilled chicken, chicken tenders, sticky tenders, deli sandwiches, open faced turkey sandwich, chicken fajita sandwich, all beef hotdog, polish dog, brat, egg salad sandwich and tuna sandwich.

The above lunch/dinner items range from \$4 to \$7.50.

Assorted soft drinks, Gatorade/PowerAde and multiple beer choices.

In our menu pricing, we feel we are very competitive and try to ensure that the customer feels that he has gotten his "money's worth."

(d) We have successfully catered many events/tournaments at Davis Park GC.

(e) With our experience, the beverage cart is most successful on league days, weekends and tournaments. We have operated one or two carts depending on the size of the event and the demand with communication between the proshop and café.

(f) Equipment will be taken care of, cleaned and used in a professional manner. Equipment that is in need of repair due to normal usage will be repaired by the owner.

(g) An unsatisfied customer is unacceptable. Every measure will be taken to ensure every customer leaves with a positive experience.

2.(a) Third year as owner/operator of Davis Park Café, LLC located at Davis Park Golf Course.

(b) We have excellent relationships with US Foods, Golden Beverage, Budweiser, Pepsi, Swire Coca Cola, AlSCO.

**(c) US Foods, Rich 801-814-7299
Budweiser, Brayden 801-645-2204
AlSCO, Trent 801-332-0718**

3.(a) Lakeside Café, LLC is looking for a four (4) year term, with an addition two (2) year option. A rate of 7% of gross receipts from all income from the café to be paid to West Bountiful City.

4.(a) Lakeside Café, LLC
2073 W 2100 S
Syracuse, UT 84075

(b) Shawn and Rhonda Moss
2073 W 2100 S
Syracuse, UT 84075

(c) Lakeside Café, LLC

(d) We have owned and managed 4 different restaurants, from fast food to a sit down family restaurant and currently own and operate the Davis Park Café located at Davis Park Golf Course. We have great employees and enough man power to successfully bring on the café located at the Lakeside Golf Course.

Additional Items

1. The city would inquire to purchase the cold prep table that is owned by the previous tenant.

2. We will bring in additional equipment i.e. slicer, warmer etc., but as a permanent piece of equipment, the city would purchase a hotdog roller.

3. As with other golf courses, employees of the café receive waived green fees and a discounted cart. This will not be abused, as of now we only have 2 employees that golf and they live closer to Davis Park GC, but it is a nice perk to know that we could enjoy Lakeside Golf Course with the same concessions.

4. Lastly, we will operate the café in a professional manner, keeping it clean at all times. It is an extension of the golf course and therefore, it will promote the golf course and its values in all that it does.

EXHIBIT C

Request for Proposal

Food/Beverage Vendor

Lakeside Golf Course

2015 Golf Season



Summary & Background

West Bountiful City (City) is pleased to offer the exciting opportunity to operate concession services at Lakeside Golf Course (Course) to a qualified food service vendor (Vendor).

Lakeside Golf Course is located one mile west of I-15 and two miles east of Legacy Parkway in southern Davis County, just twenty minutes from Salt Lake International Airport and fifteen minutes from downtown Salt Lake City. Golfers played an estimated 43,000 rounds during the 2014 season, and the Course features a vibrant men's league with over 200 regular players, a seniors' association that plays three days each week, and growing women's and juniors' associations. The Course's concessions are the only available food services in the area west of I-15. While the course is open year round (weather permitting), the primary golf season runs March-November

A successful Vendor will enhance the golfer's experience at the Course by tailoring their services to a golfer's schedule and consistently providing quality food and beverages at reasonable prices.

Description of Services

The Course's food/beverage concession is a stand-alone operation that is an integral part of the Course. Located inside the clubhouse/pro-shop, the café area includes a cooking area, ordering counter, 1,200 sq ft. dining area, and 800 sq ft. covered patio that looks out over Utah's premier driving range (see Exhibit A for a site layout and Exhibit B for a list of equipment available from City, including a beverage cart).

The Vendor will be expected to provide food/beverage services during golf course operating hours 7 days a week during the golf season to patrons and the general public. At levels proposed by the Vendor, these services should include breakfast, lunch, dinner, snacks, coffee, beer and other beverage services, including beverage cart services on the course itself. Catering services may be offered, but are not required.

Proposals

Food service vendors ready for a successful business opportunity at Lakeside Golf Course are required to submit a proposal to the City with the following elements.

1. *Business Plan* – Please provide the following:
 - a. A brief description of your creative ideas to provide first-rate concessions. What will draw patrons to your services? What will keep them coming back? What will be your specialty?

- b. A staffing plan. How will staffing be covered during golf course operating hours? How will you maintain services if your employees become unavailable due to illness, holidays, etc?
- c. A proposed menu with prices for all items and services.
- d. A statement regarding your interest and ability in providing catering or large tournaments/events.
- e. A beverage cart plan.
- f. A detailed schedule of maintenance of both the premises and equipment. What will be maintained by the Vendor and what will be maintained by the City?
- g. How will you monitor customer satisfaction? How will you take care of complaints or unsatisfied customers?

2. *Qualifications and Experience*

- a. Please tell us what experience you and your team has in providing concession services at golf courses or other similar venues. Be specific in terms of length of experience (years, seasons) and roles (owner, supervisor, cook, etc).
- b. Please tell us about your experience and current relationships with food and beverage suppliers.
- c. Please provide a minimum of 3 references, preferably others with whom you have contracted in the last 5 years.

3. *Contract Term and Compensation*

The City is not currently setting specific requirements for length of term or level of compensation. Please submit the most productive proposal possible in these areas. We expect your proposal to be negotiable based on other terms of a final agreement.

4. *Background Information*

- a. Name and address of legal entity submitting the proposal.
- b. Name and address of principal officers and all owners of proposing organization.
- c. Legal status of proposing organization (i.e. corporation, partnership, sole proprietorship).
- d. Describe the proposing organization in terms of size, longevity, areas of specialization, and any other information that the City can use to come to an opinion about the stability and fiscal strength of the organization.

Important Details

The following items are important details related to the submission of proposals and Vendor requirements.

1. *Required Site Visit*

Prior to submitting a proposal, all potential Vendors must schedule a site visit/walkthrough of concession area. To schedule a visit, please contact Duane Huffman, City Administrator, at 801-292-4486.

2. *Inquiries*

Any questions or clarifications of any material within this RFP or otherwise related to the City's desire to provide food/beverage concession services at Lakeside Golf Course should be directed to the individual listed below. No other employee or elected official of West Bountiful City should be contacted.

Duane Huffman
City Administrator
801-292-4486
dhuffman@wbcity.org

3. *Proposals Due*

Proposals will be reviewed immediately, but must be submitted no later than 3:00 P.M. on February 27, 2015 delivered in sealed envelopes addressed to:

West Bountiful City
Attn: Concessions RFP
550 North 800 West
West Bountiful, UT 84087

4. *Multiple Proposals*

Vendors may submit multiple proposals, but each one must be submitted separately and clearly labeled (e.g. Proposal #1, Proposal #2, etc).

5. *Vendor Requirements*

- a. **Proprietary information:** Any restrictions on the use of information contained within a proposal must be clearly stated in the proposal itself. The City shall incur no liability due to release of information from proposer labeled "proprietary" or "confidential" by the City pursuant to a court order. Separate proposer documentation submitted in support of proposals will be treated as proprietary and confidential, if properly labeled as such.
- b. **Insurance:** Upon selection, a Vendor will be required to carry insurance in a form acceptable to the City, including (a) general liability insurance with combined single limits of not less than \$1,000,000 per occurrence and in the aggregate, with the City being named as an additional insured; and (b) workers' compensation insurance.

- c. Compliance with Laws: At the Vendor's cost, the Vendor will be required to comply with all federal, state, county and municipal laws, ordinances or regulations that are applicable to the area of operation. Specifically, the Vendor and employees will conform to Health Department regulations regarding Food Handler Permits, and with licensing for alcohol (Beer License), and City business license requirements, together with all other Public Health and Safety requirements.

6. *RFP Process Details*

- a. The City currently intends to have a Vendor contract awarded and in place by April 4, 2015.
- b. Issuance of this RFP in no way constitutes a commitment by West Bountiful City to award a contract. If it is deemed in the best interest of the City to do so, the West Bountiful City reserves the right to reject any or all proposals and to waive any informalities and minor irregularities in proposals received or to accept any portion of a proposal or all items proposed, or to reject any and all proposals received in response to this RFP, or to cancel the RFP.
- c. All material submitted regarding and in response to this RFP becomes the property of West Bountiful City and will only be returned to the proposer at the City's option. Any person may review responses after final selection has been made. West Bountiful City has the right to use any or all ideas presented in reply to this request, subject to limitations outlined above in "Proprietary Information." Disqualification of a proposer does not eliminate this right.
- d. West Bountiful City is not liable for any costs incurred by proposers prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by West Bountiful City.
- e. Any contract awarded will be to that proposer whose proposal, conforming to the RFP, will be the most advantageous to West Bountiful City, all other factors considered. The City reserves the right to negotiate with the proposer selected in the evaluation process for this RFP to acquire the level of service that best meets its needs.

Exhibit A: Site Layout

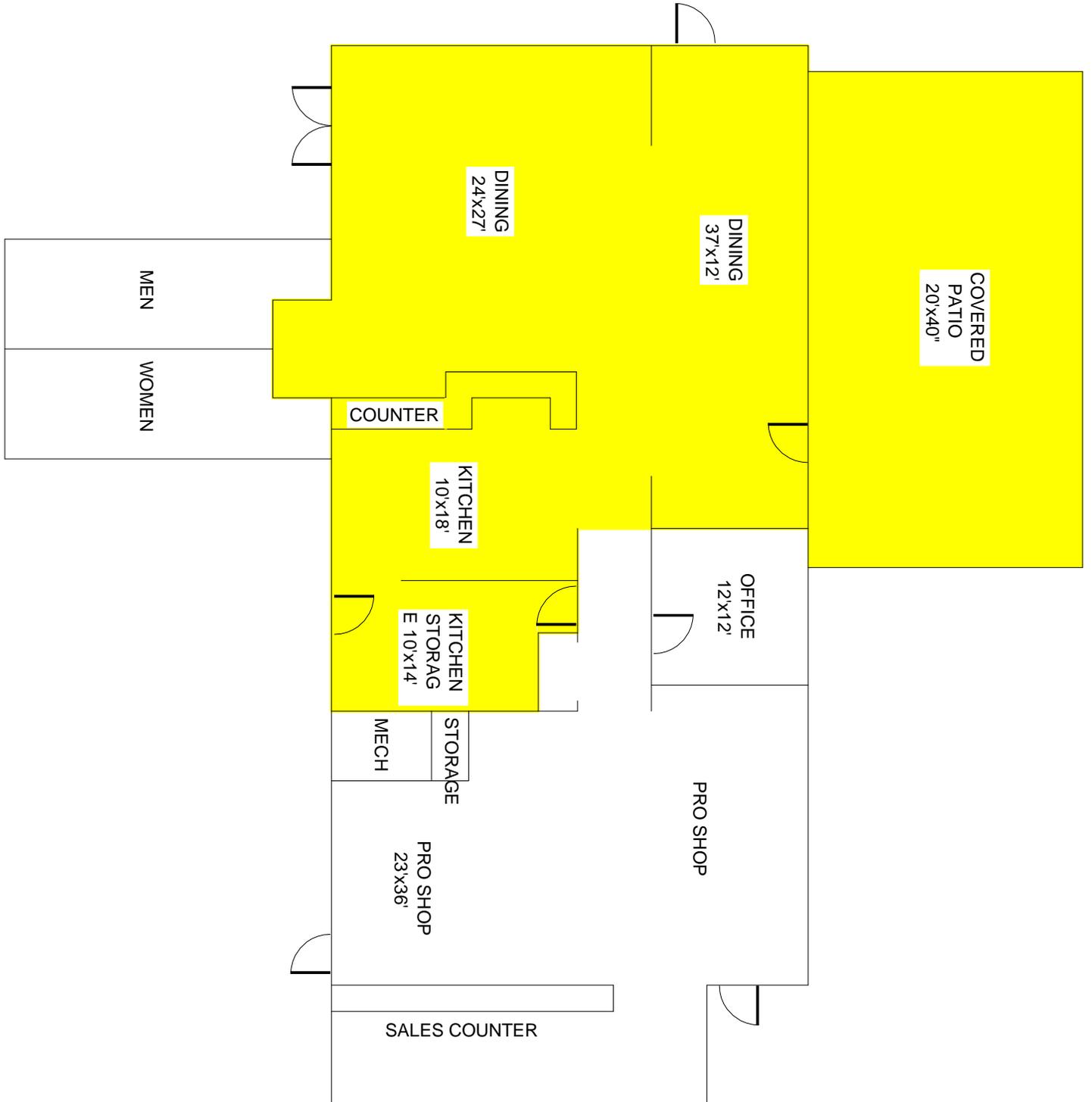


Exhibit B: Equipment List

Item	Manufacturer
Stove Top / Oven	Caloric
Refrigerator	General Electric
Refrigerator	Estate
Ice Machine	Hoshzaki
Freezer	Frigidare
Deep Fryer	Frymaster
Grill	Rankin
Sandwich Refrigerator	NA
3 Pot Coffee Maker	Bun Commercial
Microwave	Haier
Hood/Vent	Ansul System
Cash Register	Sharp
12 Tables, Inside	
52 Chairs, Inside	
5 Tables, Patio	
30 Chairs, Patio	
Drink Cart/Trailer	

MEMORANDUM



TO: Mayor & Council

DATE: February 26, 2015

FROM: Duane Huffman

RE: **2015 Facilities Use Agreement – West Bountiful Baseball**

For several years now, West Bountiful City and the West Bountiful Baseball organization have entered into a Facilities Use Agreement to ensure that both parties are aware of the responsibilities and conditions on which the baseball organization may use the fields at the City Park. West Bountiful Baseball was a terrific partner last year, and staff recommends that the 2015 agreement remain materially unchanged from last year.

WEST BOUNTIFUL CITY

RESOLUTION #360-15

A RESOLUTION AUTHORIZING FACILITIES USE AGREEMENT WITH WEST BOUNTIFUL BASEBALL

WHEREAS, the West Bountiful City owns and operates the City Park located at approximately 525 W Pages Lane; and

WHEREAS, the City Council desires to promote recreational opportunities for its youth; and

WHEREAS, the City Council is willing to permit the West Bountiful Baseball Association to utilize the playing fields and related facilities in accordance with specific terms and conditions;

NOW THEREFORE, be it resolved by the City Council of West Bountiful that the City enter into the agreement included as Exhibit A, with any changes subject to approval of the City Attorney, and that the Mayor is hereby authorized and directed to execute, deliver, file, and record such agreement.

This resolution shall take effect immediately upon passing.

Passed and approved by the City Council of West Bountiful City this 3rd day of March, 2015.

Ken L. Romney, Mayor

VOTING: YEA NAY

Mark Preece
James Bruhn
Kelly Enquist
Debbie McKean
James Ahlstrom

ATTEST:

Cathy Brightwell, City Recorder

FACILITIES USE AGREEMENT

This Agreement is made and entered into as of the 1st day of April, 2015, by and between West Bountiful City, a municipal corporation, hereinafter referred to as the "City," and West Bountiful Baseball, a Utah non-profit corporation, hereinafter referred to as the "League."

WITNESSETH:

WHEREAS, the League desires to utilize the playing fields and facilities at the West Bountiful City Park (the "Park") for the purpose of operating a youth baseball league during the summer baseball season; and

WHEREAS, the City desires to promote recreational opportunities for its youth; and

WHEREAS, the City is willing to permit the League to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing,

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

1. Term. The term of this Agreement shall run from the date of execution until July 31, 2015, unless sooner terminated as provided herein.

2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit the League a non-exclusive use of the following facilities, hereinafter "facilities," on the dates and at times described below, as modified from time to time by written consent of the parties:
 - a. Field(s):
 - i. 3 Ball Diamonds on the north side of the Park
 - ii. 3 T-Ball Fields – Location approved by City Staff
 - b. Dates: April 1, 2015 to July 31, 2015
 - c. Weekday Times: 2:00 pm to 9:30 pm
 - d. Saturday and Tourney Times: 8:00 am to 9:30 pm

3. No Sublease. The City reserves all rights with respect to the use, lease, or rental of its facilities. The League is explicitly forbidden from renting, leasing, sub-leasing or profiting in any way by charging fees for the facilities to any person or organization. This prohibition extends to the scheduling of City facilities for any event outside of the League's regularly scheduled events, which shall be noticed to the City in advance according to the provisions of this Agreement.

4. Restrictions. The League shall provide the City a schedule of all games to be played at the facilities, including any post-season play-off games, fifteen (15) calendar days before the first scheduled game.
 - a. Except as expressly provided within this agreement, the League shall not be allowed to use the other Park facilities not specifically contained in this Agreement on weekdays, Saturdays or Sundays without written permission from the City.

 - b. Exclusive rights to fields for scrimmages and practices are prohibited at all times unless advance permission is obtained from the City. League practice and scrimmage times defined within the schedule provided to the City shall be deemed authorized inasmuch as they do not conflict with City events that have been scheduled beforehand, including Independence Day celebrations, which may extend the day before and/or after the holiday or actual celebrated date.

 - c. Additional scheduling beyond the initial schedule may be made with the City by providing notice fourteen (14) days prior to the new events. The City may approve or deny the request at its sole discretion.

 - d. The City understands that baseball is played in all kinds of weather; however, the City reserves the right to cancel use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects the League to find alternative fields. The League may appeal a decision about field use to the City Administrator. The City Administrator or his/her designee will respond to the appeal within one (1) business day of receipt of written appeal, and may approve, approve with conditions, or deny the appeal in the City Administrator's reasonable discretion.

- e. **Only vehicles authorized by the City will be allowed onto the fields or walkways.**
5. Maintenance. The parties hereby acknowledge that the real property comprising the playing fields together with the improvements and fixtures attached thereto and the two portable pitching mounds are owned by the City. Equipment furnished by the League shall be owned by the League.
- a. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City, with the exception of the fixtures and equipment within the "Snack Shack."
 - i. Expect for repairs or maintenance needed as a result of use by the City during City-sponsored events, any repairs or maintenance to the Snack Shack and restrooms shall be the responsibility of the League, including: plumbing and fixtures, counter tops, electrical, water heater, cabinets and cupboards.
 - ii. The League will be responsible to maintain, repair, and replace the portable pitching mounds provided by the City, except for normal wear and tear.
 - b. To the extent known or planned, the City will notify the League prior to the start date of planned maintenance or improvements that may interfere with scheduled events.
 - c. The League shall be responsible to prepare and drag the infields. No motorized vehicles are to be used for this purpose, except for 4-wheelers of a size of 500cc's or less. 4-wheelers are not to be operated on any portion of the fields, or Park, other than to drag and prep the infield and for direct access to the field for that purpose.
6. Storage. The League shall be allowed storage in the parking area not to exceed 360 sq. ft. total footprint. The location of the storage containers is subject to approval of City Staff. The League shall maintain the storage containers in a clean manner and shall promptly (within 48 hours) remove any graffiti that may be placed upon them.

7. Use Fees. For the term of this Agreement there shall be no use fee.
8. Supervision. All persons utilizing the facilities as a result of this Agreement shall be supervised by the League and as necessary by additional responsible adults designated by the League. All such supervisors shall be identified as such upon request to the City's personnel.
9. Regulations. The League and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with all rules and regulations of the City applicable to the League and the League's activities. All employees, supervisors and representatives of the League shall adhere to appropriate safety and legal requirements in operating any equipment or machines, or in performing any duties required of the League under this Agreement. The League shall also comply with all Federal, State, and affiliated association regulations as applicable. Where conflicts within the regulations occur, the order of precedence shall be Federal, State, City, League, and then Association.
10. Clean-Up. The League and the League's supervisors shall assure that the playing fields and related facilities are used in a safe, prudent and responsible manner and only for their usual and intended purposes.
 - a. The League shall provide a deposit of \$1,000 prior to the commencement of the first use of the fields for the season.
 - i. The deposit shall be returned at the end of all activities for the season, including any post-season tournaments, as provided below. The League may elect to retain the deposit with the City and carry it from year-to-year as a matter of convenience.
 - ii. The deposit shall be returned net of any costs for clean up incurred by the City to cover the League's failure to meet the requirements below.
 - iii. The League shall be assessed \$35 as needed for each clean up for:
 1. Each dugout
 2. Excessive trash on the fields
 3. Trash left in the immediate area from team treats
 4. Restrooms left dirty and/or unsanitary
 - b. The League's supervisors shall be responsible for cleanup after each game and shall leave the property and facilities in a clean and orderly condition.
 - c. Other than during City-sponsored events, the League is responsible for cleaning and stocking the concession restrooms.

- d. T-ball fields must have their bases removed at the end of each night to allow for City maintenance. The T-ball bases may be installed an hour prior to the first game for the day.
11. Damage. The League shall be liable for any damage other than ordinary wear and tear resulting to the City's property and related facilities caused either by the League or the persons the League is responsible for supervising.
 - a. The City shall, at its sole discretion, repair or cause to repair such damage and invoice the League for the costs of repairs. This includes graffiti removal on the League's storage containers in the event that the Leagues does not remove the graffiti within 48 hours of it being reported. Such costs shall include parts and materials, standard labor rates, and equipment rentals as needed, and may be paid from the deposit left with the City.
12. Sponsorship. The League shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and facilities are to be used by the League.
13. Improvements and Signage. No improvements or signage shall be constructed or installed by the League on the City's property without the prior consent of the City. No changes in any existing improvements or new improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations.
14. Restrooms.
 - a. The League will lock restrooms at the end of each night.
 - b. The City will provide two keys to the League for the concession restrooms which will be returned to the City at the end of the season.
 - c. The keys provided by the City are NOT to be copied or duplicated.
15. Insurance and Indemnification.
 - a. Insurance. The League shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the League's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City, its officials, officers, employees, and

representatives as additional insureds. The League shall obtain and maintain any casualty or other insurance deemed desirable by the League to protect the League's equipment and property. Upon request, the League will provide the City a certificate of insurance or other suitable evidence of the insurance coverage required under this Agreement.

b. Indemnification. The League expressly agrees to indemnify, defend and hold harmless the City, its officials, officers, employees and representatives from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of (i) any negligence or other fault of the League and its officers, supervisors, agents, and representatives in the performance of any of the League's obligations under this Agreement or (ii) the League's use of the facilities or the Park. The City hereby agrees to indemnify, defend and hold the League, its officers, supervisors and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence or other fault of the City, its officers, employees, agents and representatives in performing any of the City's obligations under this Agreement.

16. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing the use of the Park, the playing fields and the related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the League as permitted herein. The League shall not unreasonably interfere with other uses that are authorized and scheduled by the City outside of the season schedule that is provided to the City by the League as provided in this agreement.

17. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the League's use of the facilities for a violation of the terms of this Agreement by the League or its agents, supervisors or representatives.

18. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The League shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.

19. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS THEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

THE CITY:

THE LEAGUE:

By _____
Mayor

By _____
President

Attest:

City Recorder

MEMORANDUM



TO: Mayor & Council

DATE: February 26, 2015

FROM: Duane Huffman

RE: **Inter-local Agreement Amendment – Animal Control Services**

In 2013, West Bountiful City entered into an updated inter-local agreement with Davis County for animal control services. The 2013 agreement includes provisions for the annual review of costs. Staff recommends that the Council approve the 2015 proposed amendment that adjusts our costs down for this calendar year. The following table reviews a brief history of our costs associated with these services.

	General Services	Wild Nuisance	Total
2013 Agreement	\$11,918.20	\$795.25	\$12,713.45
2014 Amendment	\$9,557.61	\$334.75	\$9,892.36
2015 Amendment (proposed)	\$7,132.27	\$1,422.00	\$8,554.27

As the table illustrates, the proposed amendment will result in a net decrease in costs to the City. The substantial increase in this year's Wild Nuisance Animals charge is from the high number of raccoon/skunk pick-up calls from West Bountiful residents in 2014.

WEST BOUNTIFUL CITY

RESOLUTION #361-15

A RESOLUTION APPROVING THE AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

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

WHEREAS, the West Bountiful City Council met in a regular session on March 3, 2015 to consider, among other things, amending the interlocal cooperation agreement between Davis County and West Bountiful City; and,

WHEREAS, the parties previously entered into an Inter-local Cooperation Agreement for Animal Control Services dated March 12, 2013, which is labeled Davis County Contract No. 2013-73, and by which the County agreed to provide animal services to the City, the term of which shall run for a five-year period from January 1, 2013 through December 31, 2017.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that Amendment No. 2 found in Exhibit A is hereby adopted and amends said sections of Davis County Contract No. 2013-73.

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

Passed and approved by the City Council of West Bountiful City this 3rd day of march, 2015.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember McKean	___	___
Councilmember Preece	___	___

ATTEST:

Cathy Brightwell, Recorder

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

This Amendment No. 2 to Interlocal Cooperation Agreement Between Davis County and the City of West Bountiful for Animal Control Services (this "Amendment") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (the "County"), and WEST BOUNTIFUL CITY, a municipal corporation of the State of Utah (the "City"). The County and the City may be collectively referred to in this Amendment as the "Parties."

RECITALS

This Amendment is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an *Inter-local Cooperation Agreement Between Davis County and the City of West Bountiful for Animal Control Services*, dated March 12, 2013 (the "Agreement"), which is labeled Davis County Contract No. 2013-73, and by which the County agreed to provide animal services to the City;
- B. The term of the Agreement is for the five-year period beginning on January 1, 2013 and continuing through December 31, 2017;
- C. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County and further provided that the compensation be subject to annual review and adjustment by a written amendment to the Agreement as may be agreed upon by the County and the City; and
- D. The County and the City entered into an amendment to the Agreement dated May 20, 2014, which is labeled Davis County Contract No. 2013-73A, under which the Parties amended Paragraph 5 of the Agreement relative to compensation (the "First Amendment"); and
- E. The Parties intend for this Amendment to modify the Agreement and supersede the First Amendment; and
- F. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now, therefore, in consideration of the terms set forth in this Amendment, the Parties do hereby agree as follows:

1. Compensation and Costs

- A. Paragraph 5A(1) of the Agreement is amended to read as follows:

The City shall pay the County Seven Thousand One Hundred Thirty-Two Dollars and 27/100 Cents (\$7,132.27) for the animal care services provided and performed by the County under this agreement for the Calendar Year 2015 and thereafter subject to annual review and written amendment to this agreement as may be agreed upon by both parties.

The City shall pay its obligation to the County in eleven (11) equal monthly installments of Five Hundred Ninety-Four Dollars and 35/100 Cents (\$594.35) and one (1) final monthly installment of Five Hundred Ninety-Four Dollars and 42/100 Cents (\$594.42). The first monthly installment payment by the City to the County is due on or before January 1, 2015. All subsequent payments by the City to the County are due on or before the 1st day of each month thereafter until paid in full (e.g. February 1, 2015, March 1, 2015, etc.).

- B. Paragraphs 5A(2) and 5A(3) of the Agreement are unchanged and remain in full force and effect.
- C. Paragraph 5B of the Agreement is amended to read as follows:

The City shall pay the County One Thousand Four Hundred Twenty-Two Dollars and 00/100 Cents (\$1,422.00) for the animal control services (specifically picking up and/or euthanizing nuisance

animals under Paragraph 1C of this agreement) that the County will provide and/or perform on behalf of the City during the Calendar Year 2015.

D. Paragraphs 5B(1) through 5(B)(3) of the Agreement are unchanged and remain in full force and effect.

2. Continuing Effect of the Agreement

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect. The terms of the First Amendment are hereby superseded.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this ____ day of _____, 2015

DAVIS COUNTY

By: _____

Chairperson

Davis County Board of County Commissioners

Date: _____, 2015

ATTEST:

Davis County Clerk/Auditor

Dated this ____ day of _____, 2015

CITY OF WEST BOUNTIFUL

By: _____

Mayor

Date: _____, 2015

ATTEST:

City Recorder

Attorney Review

The undersigned, being the authorized attorney for the City of WEST BOUNTIFUL, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

Davis County Attorney

MEMORANDUM



TO: Mayor & Council

DATE: February 26, 2015

FROM: Duane Huffman

RE: **Construction Limitation Ordinance**

Staff has discovered a potential weakness in the City's Code regarding construction activities.

At staff's recommendation, last year the City replaced a provision in our old nuisance ordinance that prohibited any disturbing noise between 10pm and 6am with a provision prohibiting unreasonable noise at any time of day, but there are two problems with this in relation to construction activities. The first is that it is difficult for our police officers to determine whether certain construction activities are "unreasonable" (as noted recently with the hauling of large amounts of dirt at night), and the second is that the enforcement provisions of the new nuisance ordinance are not geared toward immediate enforcement.

To strengthen the City's ability to control nighttime construction activities, staff drafted a new ordinance for the Council's consideration. Rather than addressing just noise, it is designed to also prevent other potential problems from nighttime work (e.g. lights, ground vibrations, etc).

WEST BOUNTIFUL CITY

ORDINANCE #370-15

***AN ORDINANCE AMENDING THE WEST BOUNTIFUL CITY CODE
RESTRICTING CONSTRUCTION NOISE DURING CERTAIN HOURS***

WHEREAS, Utah Code Annotated § 10-8-60 and 10-8-76, et seq, allows the City to exercise certain nuisance and noise abatement powers; and

WHEREAS, the West Bountiful City Council finds that it is reasonable to restrict construction noise between the hours of 10 p.m. and 7 a.m. in order to provide for the safety, preservation of health, improvement of community well-being, peace and good order for the inhabitants of the City:

***NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT
TITLE 15 – BUILDINGS AND CONSTRUCTION BE MODIFIED TO INCLUDE A NEW
SECTION 5.14.010 ENACTING TIME OF DAY RESTRICTIONS AS INDICATED IN THE
ATTACHED EXHIBIT A.***

All former codes or parts thereof conflicting or inconsistent with provisions of this Ordinance or of the Code hereby adopted are hereby repealed.

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

This ordinance will become effective upon signing and posting.

Adopted this 3rd of March, 2015.

By:

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	<u> X </u>	_____
Councilmember Bruhn	<u> X </u>	_____
Councilmember Enquist	<u> X </u>	_____
Councilmember McKean	<u> X </u>	_____
Councilmember Preece	<u> X </u>	_____

Attest:

Cathy Brightwell, Acting City Recorder

Title 15 BUILDINGS AND CONSTRUCTION

Chapters:

15.04 International Codes Adopted

15.08 Building Permits

15.12 Movement of Buildings

15.14 Time of Day Restrictions

Chapter 15.14 Time of Day Restrictions

Sections:

15.14.010 Time of Day Restrictions

15.14.010 Time of Day Restrictions.

It is an infraction to conduct construction activities or to permit that they be conducted, such that sound, light or other impacts may be noticeable beyond the property line, between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. of the following day, without prior written authorization from the City Council.

Construction activities include, but are not limited to:

- A. Loading Operation: To deliver, pick-up, load, unload, open, close, or otherwise handle building materials, boxes, crates, containers, garbage containers, or similar objects.
- B. Construction Work: To operate any tools, machinery or equipment used in construction, drilling, repair, alteration or demolition work on buildings, structures or streets, including earthwork.

MEMORANDUM



TO: Mayor & Council
DATE: February 26, 2015
FROM: Duane Huffman
RE: **2015 Election Options**

Davis County has approach West Bountiful City several options for how to administer the 2015 municipal elections. Staff strongly recommends that the Council select one of the two options (Electronic Voting Machines or Vote By-Mail), as these are the options by which the County collects and tabulates all votes. This memo outlines these two options with their pros and cons. The City needs to respond to Davis County by April 1st with your selection.

Option 1: Electronic Voting Machines

Cost Estimate: \$3,641.80 per election

Pros:

- There is a view that voting in-person at the city hall builds community unity and participation.
- This is the most cost effective of the various options, where for the price, the County provides the voting machines, poll workers/judges, provisional ballot verification, etc.

Cons:

- Voter turnout may not be as high as possible with the other option.
- Accessing the City Hall on Election Day may be inconvenient/difficult for residents with disabilities, with busy work/family schedules, or who travel. Though it is important to note that anyone may request an absentee ballot.

Option 2: Vote By-Mail

Cost Estimate: \$5,411.95 per election

Pros:

- Likely increase in voter turnout. West Bountiful has seen a steady decline over the last 3 municipal election cycles: 2009-37%; 2011-28%; 2013-17%. County administered vote by-mail elections have seen turnouts in the 35%-48% range.
- Some voters consider the vote by-mail system to be more convenient.

- As the County is transitions all of their elections to the by-mail system, using the same system will help voters by maintaining consistency.

Cons:

- Mostly due to postage, this system is currently estimated to cost \$1,770 more per election, which could result in a total cost difference of \$3,540 if a primary is needed.
- Many voters are accustomed to voting in person at the City Hall, and can be confused by the vote by-mail system.
- Though vote by-mail systems have been shown to be very secure, there remains a perception among some that vote by-mail will increase the chance of voter fraud or mistakes.

1 **West Bountiful City** **PENDING** **February 10, 2015**
 2 **Planning Commission**

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
 4 website and the West Bountiful City website, and sent to Clipper Publishing Company on
 5 February 6, 2015 per state statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
 7 **February 10, 2015, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan
 12 Malan, Mike Cottle, Laura Charchenko, and Corey Sweat
 13 (Alternate). Councilmember Kelly Enquist.

14

15 **MEMBERS EXCUSED:** Terry Turner.

16

17 **STAFF PRESENT:** Ben White (City Engineer), Cathy
 18 Brightwell (City Recorder), and Debbie McKean (Secretary).

19

20 **VISITORS:** Von Hill, Wendell Wild, Mary Wild, Mayor Ken
 21 Romney, Isabel Jardin, Ken and Pam Rasmussen, Mike and
 22 Angela Roberts, Kimberly Healy, Zain Till, and Matt Draper.

23

24 The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman Hopkinson.
 25 Mike Cottle gave a prayer.

26 **I. Accept Agenda.**

27 Chairman Hopkinson reviewed the agenda. Mike Cottle moved to accept the agenda as
 28 presented. Laura Charchenko seconded the motion. Voting was unanimous in favor among
 29 members present.

30 **Business Discussed:**

31 **II. Consider Conditional Use Application for a Commercial Business License for Titan**
 32 **Imaging in the Commercial Neighborhood District.**

33 Commissioner packets included a memorandum dated February 6, 2015 from Cathy Brightwell
 34 regarding Conditional Use Application- Titan Imaging, 2208 North 640 West, a conditional use

35 permit application from Matthew Silver/Titan Imaging and a site plan. The memorandum stated
 36 that staff reviewed the request for a conditional use permit for Matthew Silva for a printing
 37 business which is located in the Commercial Neighborhood District. The memorandum stated
 38 the following:

- 39 • Other than the actual printing, most business will be conducted in the field.
- 40 • He meets with his customers and delivers their product at their place of business.
- 41 • Site plan shows parking spaces in front of his business with access to 640 West
- 42 • The business fall under Printing and Publishing, which is a conditional use in the C-N
- 43 zone per Section 17.28.020.
- 44 • Staff has reviewed the application and believes it satisfies the requirement in Chapter
- 45 17.60 and recommends approval of the permit subject to affirmative findings in the code
- 46 and recommends a fire inspection approval and no outdoor storage allowed.

47 Cathy Brightwell presented the request for a conditional use permit for Matthew Silva/Titan
 48 Imaging in at 2208 North 640 West stating that Mr. Silva stating that it is similar to the last one
 49 approved at the last meeting and is in the same complex. She noted that there will be very little
 50 traffic. Fire inspection has not been done to date but they have been contacted.

51 Chairman Hopkinson invited Matthew Silvia to the stand and asked the Commissioners for their
 52 comments.

53 **Commissioners Comments:**

- 54 • Laura Charchenko inquired if there would be any employees and Mr. Silvia commented
- 55 to the negative. All other Commissioners had no comment.

56 *Isabel Jardin 1514 North 1000 West interrupted the meeting to make a comment on odors from*
 57 *pigs at her neighbor's home and wanted to know how to place a complaint. Chairman*
 58 *Hopkinson told her how to issue a complaint through the city offices. Cathy Brightwell stated*
 59 *that staff is currently working on the situation.*

60 **ACTION TAKEN:**

61 **Corey Sweat moved to grant the Conditional Use Permit to Matthew Silva/Titan Imaging**
 62 **at 2208 North 640 West with the affirmative finding in Chapter 17.60 the proposed use is**
 63 **desirable to provide a service that will contribute to the general well-being of the**
 64 **neighborhood and community, will not be detrimental to health, safety, or general welfare**
 65 **of persons residing in the vicinity, or injurious to property in the vicinity, shall not**
 66 **inordinately impact schools, utilities, and streets in the area, will provide for proper**
 67 **parking and traffic circulation and be in harmony with the area, and will comply with the**
 68 **regulations specified in the C-N zoning ordinance, and meet the conditions that there be a**
 69 **approval of a fire inspection and no outdoor storage is allowed. Mike Cottle seconded the**
 70 **motion and voting was unanimous in favor.**

71

72 **III. Public Comment to Receive Comments Regarding a Preliminary Plat for Stringham**
 73 **Subdivision at 735 West 1000 North**

74 **ACTION TAKEN:**

75 **Alan Malan moved to open the public hearing to receive comments regarding a**
 76 **preliminary plat for the Stringham Subdivision at 735 West 1000 North at 7:42 pm. Corey**
 77 **Sweat seconded the motion and voting was unanimous in favor.**

78 Chairman Hopkinson invited public comment at this time.
 79

80 **PUBLIC COMMENT:**

- 81 • Zain Till 703 North 700 West, has a concern regarding the proposed flag lots that appear
 82 to be land locked. Chairman Hopkinson commented that they are lots with long
 83 driveways and it is within spec at this time.
- 84 • Kimberly Healy 785 North 700 West, with property that adjoins this area and is
 85 concerned with the construction period and odors that come from outhouses that are on
 86 site during the development. Chairman Hopkinson insured her that staff will monitor that
 87 situation. Also there are trees on both sides of the property line and she desires that the
 88 roots not be disrupted.
- 89 • Ken Rasmussen 730 West 700 North, spoke in regards to the flag lots and wondered if
 90 the city would be responsible for snow removal or property owners, and if there would be
 91 room for emergency vehicles. Chairman Hopkinson spoke to the positive. He also
 92 inquired about a fence that runs along the property and wondered if it follows the
 93 property line on file. Mr. Wild answered to the positive.
- 94 • Mayor Ken Romney noted that cul-de-sacs make a nice neighborhood and hopes that if
 95 flag lots are put in that adequate conditions are met for snow removal and trash pick-up.
 96 He knows that West Bountiful specializes in cul-de-sacs and they are a nice alternative to
 97 flag lots.

98 **ACTION TAKEN:**

99 **Laura Charchenko moved to close the public hearing at 7:50pm. Alan Malan seconded the**
 100 **motion and voting was unanimous in favor.**
 101

102 **IV. Consider Preliminary Plat for Stringham Subdivision at 735 West 1000 North**

103 Included in the Commissioner's packet was a memorandum dated February 5, 2015 from Ben
 104 White regarding the 9 Lot Stringham Farm Subdivision located at 735 West 1000 North,
 105 information regarding flag lot guidelines, subdivision application from Wendell and Mary Wild,
 106 and a site plan. The memorandum including the following information:

- 107 • Wild family is proposing a 9 lot subdivision constructed on 3.83 acre parcel in the R-1-10
 108 zone connecting to the two stub streets which were constructed as part of the Moss Farm
 109 development.

- 110 • Developer is requesting permission to construct two flag lots instead of a cul-de-sac at the
111 north end of the project.
- 112 • General information regarding the subdivision which is that all lots conform to the zoning
113 requirements and street and utility layout conform to city standards.
- 114 • Storm drainage design needs to be reviewed.
- 115 • It is assumed that the applicant will petition the city for water rights since no water rights
116 have been offered with the application.
- 117 • Finish floor elevations for all homes will be 12” above the street with the flag lots
118 elevation to be reviewed.
- 119 • No soil report was provided and is assumed to conform to Moss Farm requirements.
- 120 • An access through to the church property is desirable but staff understands that the
121 Church is opposed to the connection.
- 122 • Street light on the street corner is desirable.
- 123 • 1000 North Street will have curb and sidewalk constructed to match the adjoining
124 property (rolled curb and no park strip).

125 Information regarding Flag Lots was given in this memorandum by staff with the
126 recommendation that a determination on the flag lots should be made prior to a recommendation
127 on the subdivision as a whole.

128 Ben White highlighted a few things regarding all nine lots and stated that they all conform to city
129 code. There is no need for a soil report because no basements are allowed. According to the
130 developer, access to the church property is not favorable by the Church at this time. It is
131 desirable to have a street light at the knuckle of the subdivision. Curb on 1000 North will be
132 different than the standard city requirement, due to earlier City Council decisions. Drainage will
133 be addressed at a later date.

134 Mr. White spoke to the flag lot situation and pointed out the guidelines that were included in
135 their packet regarding flag lots. He noted some safety concerns regarding the approval of flag
136 lots.

137 Chairman Hopkinson invited Von Hill/Engineer to the stand for the Commissioner’s to address
138 their comments/concerns:

139 **Commissioner Comments included:**

- 140 • Alan Malan asked about the distance between the two streets on 700 West. Both streets
141 are stubbed in according to Ben White.
- 142 • Laura Charchenko inquired about the foot above grade. She asked if the lots to the east
143 are at that grade. Mr. White stated that they are above that point and was not concerned
144 about drainage except for the flag lots which will be addressed in later planning. She was
145 also concerned with the safety of the flag lots.
- 146 • Chairman Hopkinson asked questions in regards to the flag lots. He invited Wendell
147 Wild to join Von Hill at the stand. Chairman Hopkinson was concerned with the parking
148 of multiple cars in front of lot # 6. He asked Wendell to address his thinking regarding

149 the flag lots. Mr. Wild stated that the property has been in the family for over 100 years
 150 and they feel as stewards of the property they wanted to maintain a farm feel on the
 151 property. In looking at the development they desire to retain and maintain those back lots
 152 with family members or close friends that value the existing landscaping. He stated that
 153 he feels the benefits will be greater and tie in with the existing lots well. He also feels
 154 that cul-de-sacs increase the amount of maintenance that is required. Parking could be
 155 limited but he thinks the benefits overall are greater to their development than a cul-de-
 156 sac. Mr. Wild commented that there are not many negatives overall with the flag lot
 157 design. He asked Mike Cottle his opinion as a realtor which situation is more desirable.
 158 Mr. Cottle responded that he feels a cul-de-sac is of greater benefit and more marketable.
 159 Von Hill felt that flag lots have better buildable area than those with a cul-de-sac. He felt
 160 the real advantage was that lots had more buildable area overall.

- 161 • Corey Sweat asked Von Hill about the curb and gutter on 1000 North and why it was
 162 different than our standard design. Mr. Hill answered that it matches the existing curb
 163 design in that area (rolled curb). Mr. White explained that it was designed that way in the
 164 past to preserve the historic look of the area.
- 165 • Mike Cottle had no comments at this time.
- 166 • Chairman Hopkinson instructed the Commission, in addition to their own feelings
 167 regarding the development, to consider the staff's comments when making their decision,
 168 including the safety concern with the flag lot at the end of the road causing confusion for
 169 drivers who may not realize the road turns. He encouraged the Wild's to consider the
 170 cul-de-sac design rather than the flag lots in regards to safety issues.
- 171 • Mike Cottle stated that he has seen flag lots put up signage that discourage traffic from
 172 following the driveway to the end.
- 173 • Chairman Hopkinson pointed out they should also consider emergency vehicle access
 174 and safety concerns they may have regarding the flag lot design.
- 175 • Corey Sweat asked about drainage issues to the flag lots. Mr. White stated that that issue
 176 would have to be addressed. Some discussion took place regarding drainage design and
 177 issues. Mr. Hill stated that this property is better drained than most property in the city
 178 and felt that any drainage issue could easily be addressed. Mr. White concurred.
- 179 • Alan Malan felt that the flag lots do not meet the flag lot guidelines because it is a
 180 subdivision. He stated that flag lots should be a last resort to a buildable lot. He pointed
 181 out some of staff's comments in their memorandum and his concern with building flag
 182 lots. He stated that there is usually no signage in front of a flag lot and in the future flag
 183 lots should have to have signage and street lights for safety concerns. He does not feel
 184 the flag lots serve the citizen's of the city well in this situation and does not make a good
 185 neighborhood.
- 186 • Chairman Hopkinson pointed out that if flag lots are a big concern at this point they need
 187 to be addressed at this time. He asked the Commissioner's for their opinions in favor or
 188 not of flag lots.
- 189 • Mike Cottle was in favor of the cul-de-sac, but is ok if the property owner wants flag lots.
- 190 • Corey Sweat was in favor for what the property owner would like to do with his property.

191 • Laura Charchenko concurs with Corey Sweat in regards to letting the property owner do
 192 as they wish. She felt that signage and lights were important to incorporate if a flag lot
 193 design was approved.

194 • Alan Malan is not in favor of flag lots and felt that conditional uses should only be used
 195 in limited circumstances and that it should be developed to city standards.

196 Ben White suggested that if they are unsure, they may want to table until a future meeting giving
 197 direction to the developer as to what they would desire.

198 Chairman Hopkinson addressed the concerns of the Commissioners regarding flag lots. He felt
 199 that a discussion regarding the cul-de-sac and drainage issues should be addressed at this point.
 200 He informed the developer that there will be conditions put upon the flag lots. Mr. Wild asked
 201 what the conditions may be. Mr. Hopkinson was not sure at this time what that would include.
 202 Chairman Hopkinson gave an example of possible driveway wars.

203 At this point, a site plan with the cul-de-sac design was presented from the engineer. Von Hill
 204 approached the bench with the plot plan. Commissioners reviewed the plans and some
 205 discussion took place regarding the lay out and pros and cons from the developers stand point.
 206 He pointed out that Lot # 6 loses a lot of buildable area under the cul-de-sac design.

207

208 **ACTION TAKEN:**

209 **Corey Sweat made a motion to move forward with preliminary approval for Stringham**
 210 **Subdivision at 735 West 1000 North as proposed, per the flag lot proposal. Mike Cottle**
 211 **seconded the motion. Discussion: Commissioner Charchenko asked for clarification that**
 212 **conditions would be placed on it at a future meeting. Chairman Hopkinson confirmed that**
 213 **they would be. Voting was as follows: Alan Malan- Nay, and all other Commissioners**
 214 **present voted Aye.**

215 Commission advised them to be considerate of the trees and existing landscaping that are
 216 standing and to communicate with abutting neighbors in those efforts.

217

218 **V. Discuss Proposed Language Changes in Title 17 to Address Modification to** 219 **Nonconforming Structures.**

220 Commissioner's received a memorandum dated February 5, 2015 from Cathy Brightwell and
 221 Ben White regarding nonconforming structures 17.56.030., a memorandum dated January 28,
 222 2015 from Ben White regarding nonconforming yard regulations (listing properties that would be
 223 affected by providing a means to expanding nonconforming structures by reducing the setback
 224 requirements) and a redline draft of 17.56.030.

225 The February 5th memorandum addressed the following items:

- 226 • Reasons for addressing changes to this code.
- 227 • The proposed changes both grammatical and formatting.
- 228 • Modifications to nonconforming uses sections are not intended to change the substance or
 229 meaning of the code.

- 230 • The addition of new language in Paragraph 17.56.030 (3) which allows for some
231 flexibility for modifications to structures that were legally conforming at the time of their
232 construction, but due to code changes, are now considered nonconforming.
- 233 • The addition of paragraph 17.56.030 C which provides a mechanism for Planning
234 Commission to impose mitigating conditions similar to a Conditional Use Permit.
- 235 • Staff's review of surrounding city codes regarding nonconforming structures.
- 236 • A list of properties that may be affected by these changes.

237 Chairman Hopkinson thought there would be more properties affected by this issue. Mr. White
238 reported that legal has not reviewed the most recent changes made but did not feel he would have
239 a problem with them.

240 **Commissioners Comments included:**

- 241 • Alan Malan asked about Section B. and why the public hearing requirement was deleted.
242 Ben White responded that the public hearing language was moved to the first sentence of
243 the Section.
- 244 • Ben White pointed out that in Section B3, the requirement was changed to 80% instead of
245 footage for consistency.
- 246 • Mr. Malan inquired regarding Section B3. He does not understand the language "that was
247 legally conforming at the time of construction". Mr. White explained the reasoning for
248 this language and the need to keep it as part of the document. Some discussion took
249 place regarding why it should or should not be included. Ben White noted that most
250 other cities use this language and if it is deleted it will significantly change the meaning.
251 Chairman Hopkinson suggested that it be left in the document. Further discussion took
252 place and it was decided to leave the language in the document.
- 253 • Mr. Malan felt language should be added including "they cannot encroach into any other
254 setbacks". It was decided to include that language in the document.
- 255 • Laura Charchenko and Corey Sweat like the changes made.
- 256 • Mike Cottle does not understand the language and is neither for nor against the changes.

257 Chairman Hopkinson would like the noted changes tonight included in the document and
258 brought back on next agenda for approval to forward this document for Council approval.

259 Cathy Brightwell noted there will be a public hearing held at the next meeting. It has been
260 properly noticed.

261

262 **VI. Staff Report**

- 263 • Shared a case story regarding side clearances for dwellings. He noted it is just as
264 important what language is put in as what is not included. Definitions are important in
265 code. Terms do not always mean the same thing. Do not mix terms when developing
266 language for codes.
- 267 • Denis Hopkinson and Terry Turner were appointed by City Council last week for a new 4
268 year term on the Planning Commission, and Chairman Hopkinson will continue as Chair.

- 269 • West Centerville West Neighborhood meetings will be on February 27 and March 3rd at
270 7:00 pm. for public comment.
- 271 • Mayor Romney asked if we want to set a standard, by Ordinance, for developers to make
272 flag lots instead of cul-de-sacs.
- 273 • Wasatch Front Regional Council has added an overpass at Porter Lane which has made it
274 to their list of projects and it is out for public comment.
- 275 • The Strand (Pony Haven) property has changed hands finally. There may be a
276 development proposal come forth in the near future.

277

278 **VII. Approval of Minutes for January 27, 2015**

279

280 **ACTION TAKEN:**

281 **Laura Charchenko moved to approve of the minutes dated January 27, 2015 as presented.**
 282 **Corey Sweat seconded the motion and voting was unanimous in favor among those**
 283 **members present.**

284

285 **VIII. Adjournment**

286

287 **ACTION TAKEN:**

288 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting at**
 289 **9:10 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.**

290

291

292

293 The foregoing was approved by the West Bountiful City Planning Commission on February 10, 2015, by
 294 unanimous vote of all members present.

295

296 _____

297 Cathy Brightwell - City Recorder

298

1 *The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful*
2 *City website, and sent to Clipper Publishing Company on January 15, 2015 per state statutory requirement.*

3 Minutes of the West Bountiful City Council meeting held on **Tuesday, February 3, 2015** at West
4 Bountiful City Hall, 550 N 800 West, Davis County, Utah.

5
6 Those in attendance:

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

10
11 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Todd Hixson
12 (Police Chief), Paul Holden (Golf Director), Steve Maughan (Public Works Director), Cathy
13 Brightwell (City Recorder/ Secretary), Dallas Green (Assistant Golf Pro), Marcus Fenton
14 (Golf Maintenance Superintendent), Bradie Brimley (Assistant Golf Maintenance Super.)

15
16 **VISITORS:** Alan Malan, Ronal Bangerter, Travis Martin, John Baza, Beth Holbrook,
17 Heberto Pirela, Chantel Henderson, City police officers and their families

18
19

20 **Mayor Romney called the work session to order at 6:30 pm.**

21

22 **1. Park** – Duane Huffman referred to a diagram put together several years ago that presented
23 improvement options for the City Park. He understood that the goal was to have something for
24 everybody.

25 There was discussion about what to include and where to locate it; also, whether a shared basketball/
26 tennis court was preferable to individual courts. Some thought that tennis players might complain
27 about sharing with basketball players who they believe may cause damage to the surface of the
28 court. Scheduling of a multi-use court may also be a problem. Mr. Huffman suggested the tiny tot
29 playgrounds should not be separated from big toy playgrounds so that parents are able to keep an eye
30 on their children of all ages; there is benefit to keeping them together, or at least close. Discussion
31 continued about where to put new equipment and what to get. Council member McKean's research
32 showed that children like monkey bars, slides, and swivel toys. The existing equipment is good for
33 small kids, but we may want to add to the existing toys, and design a new structure farther north so
34 parents can watch their children during baseball games.

35

36 There was also discussion about what to use as a playground surface. Council member McKean had
37 feedback from kids saying they don't like wood/rubber chips or anything that gets in their shoes.
38 Mr. Huffman said the Trust mentioned a new option being used in Heber consisting of sand under
39 astro-turf that seems to work well.

40

41 There was consensus to move forward with adding new equipment to the proposed large toy area
42 (west of the hill) and possibly adding more equipment to the existing tiny tot area. The project will
43 go out to bid seeking suggestions about what can be purchased with the available funding. There
44 was also a consensus that bids include basketball and tennis courts options to get a feel for what the

45 entire project would cost, and weigh advantages of sharing concrete costs if basketball courts were
46 included now.

47

48 **2. Personnel Policy Manual**

49 Review of the Personnel Policy manual from previous meetings continued picking up at
50 Section 3.

51 Section 3-1 ok

52 Section 3-2 ok

53 Section 3-3 ok

54 Section 3-4 ok

55 Section 3-5 ok

56 Section 3-6 Mr. Huffman recommended removing the City Recorder position from the
57 proposed list of positions exempt from FLSA overtime laws. There was discussion on the 240 hour
58 cap level for comp time as several council members thought it was too high. It could cause problems
59 when employees leave and the City has to pay out the hours. Staff talked about how important it is
60 to manage the accumulation of hours to avoid problems. In response to questions, Mr. Huffman
61 explained that public works and the police department are the only departments that currently budget
62 and pay overtime; everyone else gets comp time. He added that if the comp time cap is dropped, we
63 will need to make sure overtime dollars are budgeted.

64

65 Discussion will continue at a later meeting.

66

67 *The worksession was adjourned at 7:28 pm to the regular city council meeting.*

68

69

70 **Mayor Romney called the meeting to order at 7:40 pm.**

71

72 **1. Accept Agenda**

73

74 Due to the number of police officers and family present for the swearing in, it is recommended
75 that items 2 and 3 be switched.

76

77 **MOTION:** *James Ahlstrom moved to switch items 2 and 3. James Bruhn seconded the*
78 *Motion which PASSED by unanimous vote of all members present.*

79

80 **3. Swearing In of New Police Officers Angela Breeze, Eric Braegger, Quintin Grillone,**
81 **Chamberlin Neff, Allen Van Wagoner, and Mark Zollinger.**

82 Mayor Romney introduced the new officers, conducted the oath of office, and thanked them
83 for their service and their families for their support.

84

85 **2. Public Comment**

86

87 Travis Martin - 900 W 1000 North. Mr. Martin explained that he lives at the north end of the
88 twin homes next to the Prospector trail. He bought his house knowing the golf course was there and

89 that there was a chance to get hit by a golf ball. He is opposed to installation of a fence along the
90 trail. The trail is five feet above the grade of his property and he cannot imagine having to look at
91 the fence. In addition to blocking his view, he asked who will clean it after wind storms when it's
92 full of garbage. He thinks a fence is a waste of money.

93 Shantel Henderson - 853 N 900 W. Ms. Henderson agrees with the previous homeowner.
94 For aesthetic reasons, she doesn't want a fence along the trail. She said they bought their lot so they
95 would be on the golf course, and she doesn't think walkers want to walk down the trail right next to
96 a fence.

97 A resident at 877 N 900 W stated they have kids, and love the view of the golf course. He
98 agrees the City needs to find solutions to people getting hit by golf balls but believes there are better
99 answers, such as signs and trees. He said when trees were on the course prior to the big wind storm,
100 they didn't have a problem with balls.

101 Mr. Martin and Ms. Henderson added that trees are not an obstruction and would be ok.

102

103 **MOTION:** *James Bruhn moved to go to item 9 to accommodate the public present in*
104 *the audience. James Ahlstrom seconded the Motion which PASSED by*
105 *unanimous vote of all members present.*
106

107

108 **9. Consider Award of Bid for Prospector Trail Fence.**

109

110 Bids were received last week to install 10-12 ft. high chain link fencing along 1700 ft. of the
111 Prospector trail most susceptible to wayward golf balls. Mayor Romney explained that last week
112 they went on the trail with a mock fence to see what it looked like. Walkers stopped and not one
113 person was happy about it. He said they still have liability issues with golf balls but they might want
114 to look at other options. Mr. Huffman said he brought out a representative from the Trust who felt
115 the biggest risk is when golfers are teeing off. They recommended a 600-700 ft. fence off the tee
116 box. There was further discussion about liability issues and other mitigating options, such as trees
117 and netting on the course.

118

119 The bids for the 10 ft. pvc coated fence came in around \$100k, which was more than expected.

120 There was discussion about planting large trees along holes #2 and #8.

121

122 Rather than moving forward with awarding this project, the Mayor and Council asked staff to return
123 with more options related to trees, netting, limited fencing, etc.

124

125 **MOTION:** *James Bruhn moved to go to item 11 to accommodate the golf staff present*
126 *in the audience. Debbie McKean seconded the Motion which PASSED by*
127 *unanimous vote of all members present.*

128

129 **11. Presentation of 2014 Lakeside Golf Course Annual Report.**

130

131 Paul Holden started the report by talking about what a great year they had with weather being
132 a huge factor; it is not often the course is open from mid-February to Christmas. He thanked the
133 Council for their support to improve the clubhouse and course, including equipment for
134 maintenance. He has heard a lot of great comments from golfers about how much the course has
improved.

135 Paul went over the report and answered questions from Council. The new point of sale
136 system has helped a lot and provides great flexibility for reporting/ tracking. Council members said
137 they appreciated the simplicity of the report; it is easy to understand.

138 There was discussion about the benefits of the Long Drive and how the weekend can help us
139 with other tournaments, and marketing. When asked about any problems he has encountered, Paul
140 said that golfers take advantage of the Birthday promotion and there was discussion about limiting it
141 to residents.

142 Council member Ahlstrom reminded him about the incentive package discussed when he was
143 hired and suggested he put a proposal together.

144 Mayor Romney and the Council thanked Paul and his entire team for a great job.
145

146 **MOTION:** *James Bruhn moved to recess the regular meeting and move to the RDA*
147 *meeting. Debbie McKean seconded the Motion which PASSED by unanimous vote of all*
148 *members present.*

149

150 *The regular meeting of the City Council resumed at 9:15 pm.*
151

152 **4. Public Hearing to Receive Comments Regarding a Request to Vacate a Portion of a**
153 **Rear Yard Public Utility Easement at 581 W 1890 N.**

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

157

158 No public was present.
159

160 **MOTION:** *James Bruhn moved to close the public hearing. Debbie McKean seconded*
161 *the Motion which PASSED by unanimous vote of all members present.*
162

163 **5. Consider Approval of Resolution 355-15, a Resolution Reappointing Denis Hopkinson**
164 **and Terry Turner to the Planning Commission for Four Year Terms, and Reappointing Mr.**
165 **Hopkinson as Chairman of the Commission**

166 **MOTION:** *James Ahlstrom moved to approve Resolution 355-15, a Resolution*
167 *Reappointing Denis Hopkinson and Terry Turner to the Planning*
168 *Commission for Four Year Terms, and Reappointing Mr. Hopkinson as*
169 *Chairman of the Commission. Debbie McKean seconded the Motion which*
170 *PASSED with a vote of 4-1.*
171

172 The vote was recorded as follows:

173 James Ahlstrom – Aye

174 James Bruhn – Nay

175 Kelly Enquist – Aye

176 Debbie McKean – Aye

177 Mark Preece – Aye
178

179 **6. Consider Ordinance 369-15, an Ordinance Amending Title 17 to Clarify Definitions**
180 **Related to Density in Planned Unit Developments.**

181 Mr. White explained ambiguity in existing Code regarding definitions of density. The goal
182 was to clarify without changing the intent, which he believes the planning commission has done.

183 **MOTION:** *Mark Preece moved to approve Ordinance 369-15 an Ordinance Amending*
184 *Title 17 to Clarify Definitions Related to Density in Planned Unit*
185 *Developments. Debbie McKean seconded the Motion which PASSED.*
186

187 The vote was recorded as follows:

188 James Ahlstrom – Aye
189 James Bruhn – Aye
190 Kelly Enquist – Aye
191 Debbie McKean– Aye
192 Mark Preece – Aye
193

194 **7. Consider Resolution 356-15, a Resolution Amending the Interlocal Agreement Between**
195 **the City of West Bountiful and the Redevelopment Agency of West Bountiful City (the**
196 **“Agency”) Which Diverts Certain Tax Increment Funds Within the West Bountiful Legacy**
197 **CDA to the Agency, and Authorizes the Mayor to Sign the Amended Interlocal Agreement in**
198 **its Substantially Final Form.**

199
200 Mr. Huffman explained these were related to the Resolutions approved in the earlier RDA meeting.
201

202 **MOTION:** *James Bruhn moved to approve Resolution 356-15 amending the Interlocal*
203 *Agreement between the City of West Bountiful and the Redevelopment*
204 *Agency of West Bountiful City (the “Agency”) which diverts certain tax*
205 *increment funds within the West Bountiful Legacy CDA to the Agency, and*
206 *authorizes the Mayor to sign the amended Interlocal Agreement in its*
207 *substantially final form. Debbie McKean seconded the Motion which*
208 *PASSED.*
209

210 The vote was recorded as follows:

211 James Ahlstrom – Aye
212 James Bruhn – Aye
213 Kelly Enquist – Aye
214 Debbie McKean– Aye
215 Mark Preece – Aye
216

217 **8. Consider Approval of Resolution 357-15, a Resolution Approving An Amended**
218 **Interlocal Agreement Between the City of West Bountiful (the “City”), the Redevelopment**
219 **Agency of West Bountiful City, and the Redevelopment Agency of Woods Cross City (the**
220 **“Agencies”) Which Diverts Certain Tax Increment Funds Within the Joint Legacy CDA to the**
221 **Agencies, and Authorizes the Mayor to Sign the Amended Interlocal Agreement in its**
222 **Substantially Final Form.**

223
224 **MOTION:** *James Bruhn moved to approve Resolution 357-15 approving an amended*
225 *Interlocal Agreement Between the City of West Bountiful (the “City”), the*
226 *Redevelopment Agency of West Bountiful City, and the Redevelopment*
227 *Agency of Woods Cross City (the “Agencies”) which diverts certain tax*
228 *increment funds within the Joint Legacy CDA to the Agencies, and*
229 *authorizes the Mayor to sign the amended Interlocal Agreement in its*
230 *substantially final form. Debbie McKean seconded the Motion which*
231 *PASSED.*

232
233 The vote was recorded as follows:

234 James Ahlstrom – Aye
235 James Bruhn – Aye
236 Kelly Enquist – Aye
237 Debbie McKean – Aye
238 Mark Preece – Aye
239

240 **10. Consider Options for Fence Material on 400 North/I-15 overpass.**

241
242 Mr. White explained that the design for the 400 North overpass is complete, and UDOT has
243 presented the City with costs for various fencing options. UDOT’s budget includes the replacement
244 of a 6 foot high 2 inch galvanized chain link fence over I-15, but not the replacement of the fence
245 over the railroad tracks. They also have \$22k for aesthetic treatments for the 400 North overpass
246 project, which could include landscape upgrades, fencing upgrades, etc. Any of this money not used
247 on the 400 North project can be transferred to 500 South aesthetic upgrades.

248 There was discussion about how best to use the money. 400 North is the entrance to the City
249 and it should look nice, but should it be focused on the overpass or at the bottom of the overpass? Is
250 it important for the fencing to match what is already in place over the railroad tracks?

251 Mayor Romney asked for Council’s preferences and the consensus was to go with 2 inch
252 galvanized chain link.
253

254 **12. Consider Approval for Façade Improvements for Lakeside Golf Course cart barn.**

255
256 Mr. Huffman explained that in response to Council direction in 2014 to move forward with
257 repairing/addressing the façade of the cart barn, several proposals have been received.

258 Proposal #1 - Contractor repair of damaged siding/framing - \$9,086 with the City responsible
259 for painting.

260 Proposal #2 – Contractor replaces all siding with new vinyl siding - \$12,150, which includes
261 framing repairs.

262 Proposal #3 – City staff performs prep work for the above Proposals. This drops the vinyl
263 siding to \$8,400.

264 Proposal #4 – City staff performs all work. This reduces the cash savings significantly but
265 when the cost for labor is added in, the city vs. contractor cost is comparable.
266

267 Initially it was thought that repairs would be sufficient, but it appears that replacing the siding makes
268 more sense given its current condition and expected life. There was discussion about the different

269 proposals. Concern with several Proposals was shared due to the time it would take our employees
270 away from their regular jobs and the possible need to purchase tools to do the job.

271
272 **MOTION:** *Debbie McKean moved to Award to Broderick Construction the vinyl re-*
273 *siding of the golf course cart barn based on Proposal 2. James Bruhn*
274 *seconded the Motion which PASSED.*

275
276 The vote was recorded as follows:

277 James Ahlstrom – Aye
278 James Bruhn – Aye
279 Kelly Enquist – Aye
280 Debbie McKean – Aye
281 Mark Preece – Aye
282

283 13. Planning Commission/Engineering Report

284 Mr. White reported that at Council's direction, Planning Commission is working on language
285 dealing with nonconforming structures. They will hold a public hearing next week on Wendell
286 Wild's 9 lot subdivision proposal that includes 2 flag lots.

287 He added that the 400 North water line under I-15 is mostly done. Water will be shut down in
288 a couple of days.

289 He also reported that the Wasatch Front Regional Council recently issued its 2040 Plan
290 which includes a new project for an I-15 over pass at Porter Lane. The City will have an opportunity
291 to comment.

292 14. Mayor/Council Reports

294 James Ahlstrom had no report, but asked several questions about the proposed Wild
295 Subdivision. He asked staff to check with the Church to see if a pathway could be installed from
296 750 West to the Church parking lot. He said it would be nice for everyone in Moss Farms to have
297 easy access without driving all the way around. He also asked about the proposed flag lots and
298 discussion continued about the differences between cul-de-sacs and flag lots. He also suggested the
299 City buy a new speaker phone so members can participate when out of town. His experience a few
300 weeks ago was not good; he was unable to hear anything going on in the meeting.

301
302 Mark Preece reported that he attended the EmPAC meeting last week and Scott Palmer from
303 Holly talked about training options that might benefit CERT. He also reported that the Youth
304 Council assisted with a food drive to help with an Eagle Scout project.

305
306 James Bruhn – no report.

307
308 Debbie McKean – At the Arts council meeting this week they will discuss July 4th and make
309 assignments. She asked Council members to let her know if they have comments about last year's
310 event and suggestions to improve it. She also reported that the Newsletter should be out this
311 Thursday, and talked about two nice articles written by the Mayor.

312

313 Kelly Enquist – no report.

314
315 Mayor Romney reported that everything is going great, and thanked everyone for what they
316 do.

317
318 **15. Approval of Minutes from the January 20, 2015 City Council Meeting.**

319
320 **MOTION:** *James Bruhn moved to approve the minutes from the January 20, 2015*
321 *meeting as presented. Debbie McKean seconded the Motion which*
322 *PASSED by unanimous vote of all members present.*

323
324 **16. Adjourn**

325
326 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*
327 *Council at 10:07 pm. James Ahlstrom seconded the Motion which PASSED*
328 *by unanimous vote of all members present.*

329
330 -----
331
332 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all members*
333 *present on Tuesday, March 3, 2015.*

334
335
336 _____
337 Cathy Brightwell (City Recorder)

1 *The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful*
2 *City website, and sent to Clipper Publishing Company on February 12, 2015 per state statutory requirement.*

3
4 Minutes of the West Bountiful City Council Strategy meeting held on **Tuesday, February 17, 2015**
5 at Lakeside Golf Course, 1201 N 1100 West, West Bountiful, Davis County, Utah.

6
7 Those in attendance:

8
9 **MEMBERS:** Mayor Kenneth Romney, Council members James Ahlstrom, James Bruhn,
10 Kelly Enquist, Debbie McKean, Mark Preece

11
12 **STAFF:** Duane Huffman (City Administrator), Chief Todd Hixson, Ben White (Engineer),
13 Paul Holden (Golf Director), Steve Maughan (Public Works Director), Cathy Brightwell
14 (City Recorder/ Secretary)

15
16 **VISITORS:** Alan Malan, Ken Rasmussen at 7:30 pm

17
18
19 Mayor Romney called the Strategy Session meeting to order at 6:30 pm.

20
21 **1. Introduction/Welcome/Dinner**

22
23 Mayor Romney welcomed attendees. Dinner was provided.

24
25 **2. Team Building Discussion – Defining Success**

26
27 Mayor Romney posed three questions to each council member.

28
29 *Why did you want to be on council, and what is the most challenging part of the job?*

30 Each council member responded and general discussion followed about giving back
31 and supporting the community. Some talked about wanting to make improvements, and
32 using their experience to benefit the City. Working with such a diverse group was thought to
33 be challenging, as well as dealing with government entities. Another challenge over the
34 years was not being able to afford professional people. Growing pains were difficult, but we
35 now have professional staff in place which has resulted in better decisions. The final
36 products we've seen (streets, water, etc.) in West Bountiful rival the facilities and service
37 provided in any other city.

38
39 *Define Success for West Bountiful.*

40 Council members discussed different areas of success including staff, infrastructure,
41 and finances. Mayor Romney summarized the discussion by saying the City has good,
42 responsible employees in place; decision making is thoughtful and prudent; all essential
43 services are provided efficiently; the infrastructure has improved significantly; and the City is
44 financially sound - spending wisely and professionally.

45

46 *What projects/policies are you most interested in?*

47 Mayor Romney asked members what specific projects they were most interested in.

48 Council member Enquist wants to make sure we get the best bang for our buck; we
49 need to account for every dollar.

50 Council member McKean wants to continue working towards getting the employee
51 policy and procedure manual done, and focus on the playground at the Park.

52 Council member Ahlstrom wants to see the golf course continue to blossom, and he's
53 glad we have been able to do street and water projects. He would like to see the City focus
54 more on economic development and increasing the tax base, especially around Legacy
55 Highway.

56 Mayor Romney believes it is important to pay attention to what we spend based on the
57 expected return. We need to look at opportunities with a business mind. He added that he
58 likes have differing ideas on council. It's important to share different points of view so it's
59 not a runaway train. He also believes the City does a good job of being open and transparent;
60 we have a higher professional level than ever before.

61

62 3. Policy/Project List Prioritization

63

64 Duane Huffman distributed a list of 2015 projects for discussion and prioritization. There
65 was discussion about updating the general plan, focusing on economic development. He asked if
66 any other projects should be added, or if we need to address any Ordinance issues. There was
67 discussion about various items such as air soft guns, archery, and parking, especially as it relates to
68 winter parking restrictions. Is April 2 too late for the overnight parking restriction to end? There
69 was also a request by council members to get copies on a regular basis of what checks have been
70 paid, not for approval but for information purposes.

71

72 Members and staff individually prioritized the list and gave them to Duane.

73

74 **MOTION:** *James Bruhn moved to adjourn to the regular meeting of the West*
75 *Bountiful City Council at 7:40 p.m. Mark Preece seconded the motion*
76 *which passed by unanimous vote of all members. .*

77

78 Mayor Romney call the regular meeting to order

79

80 1. Public Comment

81

82 Ken Rasmussen 730 W 700 North - The planning commission gave preliminary approval for
83 flag lots on the Wild subdivision and he is concerned with comments made by commissioners that
84 the owner's preferences should hold a lot of weight in the decision making process. He said that is
85 not true because the City will inherit problems, and once the properties are sold, the property owner
86 will no longer be interested. He said there has been a strong precedent in West Bountiful to only
87 allow flag lots in extreme circumstances, and in his opinion no good reason has been shown to
88 approve flag lots over cul-de-sacs. When asked what he would think about having a path to the
89 church, he responded that he would love it.

90

91 Alan Malan 772 W 1400 North, said he agrees with Mr. Rasmussen's comments. He still has
92 some concerns about access and will do his due diligence with fire department.

93
94 There was some general discussion among Council members about whether criteria proposed
95 in the past had ever been codified, and how conditional use would work for flag lots. Staff was
96 asked to do some research on the issues.

97
98 **2. Consider Notice of Award to Kapp Construction & Development Inc. for the 725 W**
99 **Reconstruction Project.**

100
101 Kapp Construction came in with the lowest bid for this Project. Staff was pleased with what
102 they did last year on 900 West and 800 West and recommends approval. They would like to get
103 started right away and Steve Maughan has already been meeting with residents about concrete.
104 There was discussion about the need for a spring budget amendment.

105
106 **MOTION:** *James Bruhn moved to award to Kapp Construction & Development Inc.*
107 *the 725 West Reconstruction Project for \$404,893. James Ahlstrom*
108 *seconded the Motion which PASSED.*

109
110 The vote was recorded as follows:

111 James Ahlstrom – Aye
112 James Bruhn – Aye
113 Kelly Enquist – Aye
114 Debbie McKean – Aye
115 Mark Preece – Aye

116
117 **3. Consider Notice of Award to Jordan Valley Construction for the Porter Lane Storm**
118 **Drain Project**

119
120 Ben White explained that Jordan Valley Construction came in with the lowest bid for this
121 Project; it was expected to be around \$75k, but came in at \$90k. The goal of this project is to solve
122 two issues - inadequate storm drain and a very deep ditch blocked by jersey barriers that poses a
123 safety hazard. There was discussion about whether it is worth the cost based on the number of
124 people affected, and that it should have been required as part of the Birnam Woods subdivision
125 approval.

126 **MOTION:** *James Ahlstrom moved to Award to Jordan Valley Construction the Porter*
127 *Lane Storm Drain Project in the amount of \$89,909. James Bruhn seconded*
128 *the Motion which PASSED.*

129
130 The vote was recorded as follows:

131 James Ahlstrom – Aye
132 James Bruhn – Aye
133 Kelly Enquist – Aye
134 Debbie McKean – Aye

135 Mark Preece – Aye

136

137 *The Regular meeting was adjourned. Following a short comfort break, the Strategy Session*
138 *resumed.*

139

140 **4. Initial Look at FY 2015/2016 Budgets**

141

142 Duane Huffman went over the budget charts and projections for next year. There was
143 discussion about each Fund and available fund balances, including what to do with loans given to the
144 golf course. Projects were discussed based on Park impact funds and RAP funds available for the
145 golf course rest room and upgrades at City Park. Duane asked if staff could move forward with
146 getting bids for the rest room and he was told he could. Once the bids come in, a decision can be
147 made about the project and where the money will come from.

148

149 Staff was also asked to prepare bid packages for upgrades at City Park to include a basketball
150 court, a rebuild or expansion of the volley ball court, a park entrance sign, and painting the Boweries
151 (with graffiti proof paint). Council would also like to know what we pay for maintenance on the log
152 cabin at the Park.

153

154 Other projects discussed for next fiscal year include a maintenance budget for City Hall to fix
155 the lobby floor, painting, and other long overdue projects. There was also a desire to look into
156 upgrades for the building including monitor screens, a permanent projector, and a decent audio
157 visual system for Council Chambers. A new phone system to replace the outdated system in place
158 was also discussed.

159

160 Department heads will put draft budget requests together.

161

162 **5. Continue Discussion of Wage Study**

163

164 Duane Huffman explained that several changes have been made to the information provided
165 previously. Information on Mayor and Council wages, and what South Davis police officers are
166 actually getting paid, and City Administrator wages is now included.

167

168 Mr. Huffman reviewed what he referred to as the Level 1 proposal, which includes increases
169 for City Council, Mayor, Recorder, Public Works Director, Engineer, Golf Director, Assistant Golf
170 Maintenance Superintendent, and police officers.

171

172 There was discussion about raising city council salaries. A comparison with other cities in
173 the state was reviewed. They are paid significantly less than most other cities but are extremely
174 engaged in issues. Some cities provide staff to Mayor and council members; ours have to do a lot of
175 work on their own. There was agreement that it is important to incentivize the best candidates to
176 want to serve the City. There was also a request to have staff look into planning commission
177 salaries. As with all city positions, we don't need to lead the market but need to be fair and
178 competitive.

179

180 There was a desire to implement the increases as soon as possible. Duane explained that the
181 non-statutory positions can be increased immediately, but the statutory positions, which include the
182 Mayor, City Council and Recorder are required to follow a process that includes a public hearing.

183 Mayor Romney asked Members how they would like to proceed. Council member Ahlstrom
184 is in favor of the Level 1 Proposal plus half again more as soon as we can, across the board. Council
185 member McKean responded that Level 1 is ok. Council member Preece is on board and ready to do
186 it now. Council member Enquist agrees the Level 1 increases can happen now, and he would like to
187 consider more for public works. He suggested that Duane and Steve Maughan get an employee-
188 specific recommendation together, and that individual performances can be discussed in a future
189 executive session. Council member Bruhn agrees that Level 1 is good, and more adjustments may
190 be necessary.

191
192 There was discussion about how to move forward. The non-statutory position increases will
193 be implemented immediately. For the statutory positions, direction was given to start the process
194 now and schedule a public hearing as soon as possible. A closed session will be held at the next
195 meeting to discuss specific individuals.

196
197 **The meeting was adjourned at 10:20 pm.**

198
199 -----
200
201 *The foregoing was approved by the West Bountiful City Council by unanimous vote of all*
202 *members present on Tuesday, March 3, 2015.*

203
204
205
206 _____
CATHY BRIGHTWELL (City Recorder)