

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

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

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING BEGINNING AT 7:30 PM ON TUESDAY, **JULY 21, 2015** IN THE CITY OFFICES AT 550 NORTH 800 WEST,

7:30 pm REGULAR MEETING

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

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Recognition of Tom Larsen, Tom Roseman, and Derrick Morton for their Assistance with Building the EmPAC Trailer
4. Hearing to Receive Input from Employees Regarding Changing from the Contributory to the Noncontributory Public Employees' Retirement System for Tier 1 Local Government Employees.
5. Consider Resolution 370-15, A Resolution Converting to the Public Employees' Noncontributory Retirement System.
6. Consider Resolution 371-15, A Resolution of West Bountiful City, a Municipal Corporation of the State of Utah, Proposing the Creation of a Local District and Service Area for the Provision of Fire Protection, Emergency Medical Response, Paramedic, Emergency Response Services, Ambulance Services and Related Services to the Cities of Bountiful, Centerville, North Salt Lake, West Bountiful, Woods Cross and the Unincorporated Area of South Davis County and the Transfer of the Responsibilities and Operations of the Existing South Davis Metro Fire Agency to the Proposed District.
7. Consider Resolution 369-15, A Resolution Approving an Equipment Lease Agreement with Zions First National Bank.
8. Consider Appointment of Election Poll Workers Lucile Eastman, Jennifer Cottle, Christine Harker, Arline Mann, and Jennifer McMillan for the 2015 Municipal Primary Election.
9. Police Report.
10. Engineering/Planning Commission Report.
11. Administrative Report.
12. Mayor/Council Reports.
13. Approve Minutes from the July 7, 2015 City Council Meeting.
14. Executive Session Pursuant to Utah Code Annotated 52-4-205(c), to Discuss Pending or Reasonably Imminent Litigation.
15. Adjourn.

Individuals needing special accommodations during the meeting should contact Cathy Brightwell at (801)292-4486 twenty-four hours prior to the meeting.

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 July 16, 2015.

MEMORANDUM



TO: Mayor & Council

DATE: July 16, 2015

FROM: Duane Huffman

RE: **Public Employees' Retirement System**

A bill adopted during this year's legislative session opens a window for the City to transition from the "contributory system" to the "non-contributory system" for its Tier 1 public employees. The City went through an identical process last year in regards to the Tier 1 public safety employees. This memo briefly explains the differences between these systems and recommends that the City make the change to the non-contributory system.

Contributory vs. Non-Contributory

Public employees who entered the retirement system prior to July 1, 2011 are eligible for the Tier 1 program, which is a defined benefit program. The City currently has 9 employees that are eligible. The Utah Retirement System originally allowed cities either to pay the full retirement costs (non-contributory system) or to split the cost between the city and the employee (contributory system). West Bountiful City has always belonged to the contributory system, but has paid both the employer and employee portions.

The contributory system's total rates are higher, but the city has the option to pay a smaller share. This year the costs for public employees are as follows:

FY 2015 – Tier 1	City	Employee	Total
Contributory	14.46%	6.00%	20.46%
Non-Contributory	18.47%	-	18.47%

Under the current system, the City could require at any time for the participating employees to contribute up to 6.00%. The City currently pays a total of 16.69% for Tier 2 employees (entered after July 1, 2011).

The other significant difference between the systems for employees is the death benefit, in that the non-contributory system has a more favorable death benefit program.

Process and Recommendation

In considering this issue, the City is required to hold a hearing to give employees a chance to be heard on the issue. If the City does make the conversion, affected employees are given the choice individually whether to also convert.

In my review of this issue, the only reason West Bountiful would have an interest in remaining with the contributory system is if the Council wanted to keep the option open of shifting a portion of the retirement costs to the employees. While I am generally in favor of keeping options available, the savings of making the change, along with the myriad of other options to shift costs if needed, lead me to recommend making the change.

Summary of Differences

Tier 1 Public Employees Contributory System vs. Noncontributory System

	Public Employees Contributory System	Public Employees Noncontributory System
Retirement Final Average Salary	Highest 5 yrs	Highest 3 yrs
Contributions	Required Employee and Employer contributions. The Employee contribution may be picked up by the Employer at the discretion of the Employer.	No Employee contributions. Employer must pay all required contributions.
Rates	Higher*	Lower*
Retirement Qualifications	30 yrs any age 20 yrs age 60 ¹ 10 yrs age 62 ¹ 4 yrs age 65	30 yrs any age 25 yrs any age ¹ 20 yrs age 60 ¹ 10 yrs age 62 ¹ 4 yrs age 65
Benefits formula	<ol style="list-style-type: none"> 1. TOTAL your five highest years of salary* 2. DIVIDE line 1 by 60, this is your final average monthly salary 3. MULTIPLY your years of service: <ol style="list-style-type: none"> a. Before July 1, 1975 by 1.25% (.0125) b. After July 1, 1975 by 2% (.02) 4. ADD lines 3a and 3b 5. MULTIPLY line 2 by line 4 for your TOTAL 6. ADJUSTED AMOUNT after any early retirement Reduction. 	<ol style="list-style-type: none"> 1. TOTAL your three highest years of salary* 2. DIVIDE line 1 by 36, this is your final average monthly salary 3. MULTIPLY your years of service by 2% (.02) 4. MULTIPLY line 2 by line 3 for your TOTAL 5. ADJUSTED AMOUNT after any early retirement reduction
Death Benefit	<p><u>Career Benefit</u> Your spouse is eligible for a monthly benefit if you qualify for a service retirement or you have at least 25 years of service credit.</p> <p>If no spouse, then a refund of member contributions (in addition to the death benefit) paid to the primary beneficiary</p> <p><u>Death Benefit</u> 75% of your highest annual salary if</p> <ul style="list-style-type: none"> • you have more than 12 months' service and less than 120 days have elapsed since terminating employment. <p>OR</p> <ul style="list-style-type: none"> • 10 or more years of service prior to 07/01/1987 and you did not withdraw your member contributions. 	<p><u>Career Benefit</u> Your spouse is eligible for a monthly benefit if you qualify for a service retirement</p> <p>OR</p> <p>you have 20-24 years of service credit and less than age 60 at the time of death</p> <ul style="list-style-type: none"> • your spouse will receive a reduced benefit. <p>OR</p> <p>you have 15-19 years of service credit and less than age 62 or older at the time of death.</p> <ul style="list-style-type: none"> • your spouse will receive a reduced benefit. <p><u>Death Benefit</u> Same as Contributory</p>

*Please see the rate sheet provide at www.urs.org for your specific rates in each system.

Revised 05/21/15

¹ Actuarial reduction.

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

550 North 800 West
West Bountiful, Utah 84087

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

Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

HEARING NOTICE

Hearing to be held at regular City Council Meeting on 7-21-15 to consider the City's potential participation in the Non-Contributory Local Government Retirement System

Pursuant to UCA 49-13-205, the West Bountiful City Council will hold a hearing at their regular City Council meeting on July 21, 2015 at 7:30pm to receive input and consider a potential change from the contributory to the non-contributory local government retirement system for tier 1 local government employees¹. All employees will be given an opportunity to be heard on the question of participating in the system.

This hearing is mandated by General Session 2015 H.B 347, which requires the City to consider changing from the contributory to non-contributory local government retirement system. A summary of the differences between the systems is enclosed with this notice.

An employee meeting will be held on July 20, 2015 at 3:30 pm with a representative from the Utah Retirement System who will present information on the differences between the contributory and noncontributory systems and to answer questions.

Contact Duane Huffman, City Administrator, with any questions or for additional information.

¹ This is separate from the Public Safety Retirement System and does not affect employees who entered the retirement program after July 1, 2011 (tier 2).

WEST BOUNTIFUL CITY

RESOLUTION #370-15

A RESOLUTION CONVERTING TO THE PUBLIC EMPLOYEES' NONCONTRIBUTORY RETIREMENT SYSTEM

WHEREAS, Utah Code Annotated 49-13-205 allows the City until December 31, 2015 to convert to the Public Employees Noncontributory System; and

WHEREAS, the City Council held a hearing during their regular meeting on July 21, 2015 at which all affected employees were given the opportunity to be heard on the question of participating in this system; and

WHEREAS, the West Bountiful City Council finds that converting to the Public Employees' Noncontributory System will benefit both the city and its affected employees:

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that effective immediately, the City hereby elects to convert to the Public Employees' Noncontributory System.

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

Passed and approved by the City Council of West Bountiful City this 21st day of July, 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



MEMORANDUM

TO: Mayor & Council

DATE: July 16, 2015

FROM: Duane Huffman

RE: **Creation of a Fire District**

The idea of transitioning the South Davis Metro Fire Agency into a separate entity with taxing authority has been around since the creation of the current agency; the agency's creation documents even reference the expectation of a district. A transition to a district will allow for benefits such as more financial tools (such as refinancing debt), direct accountability to the public for specific revenue increases, and the clarification of longstanding issues (such as who owns the buildings/land/equipment).

DESIGN

Due to the requirement that any new taxing authority given to a district must be offset by a corresponding decrease in the member cities' taxing authority, it is not possible to make a direct transition to a local district. Instead, a proposed hybrid of a local district and special assessment area would allow the new entity to have taxing authority while also collecting member assessments. This new entity will require an as yet undrafted interlocal agreement that outlines member assessments. It will be governed by a board made up of elected officials appointed by each member city.

TAXING AUTHORITY

During the process of designing the proposed fire district, much thought was given to what kind of property tax authority the new district would have and how it would be governed. The following points detail the current proposal in this regard:

- The current proposal does not limit the property tax authority to any specific use. The current intent would be to use it for capital or debt service, but it could expand to any other district use by choice of the board.
- The initial tax levy upon creation will be very low so as to not have member entities forfeit their own tax rates, and based on debt and capital needs of the fire services, it is likely that the new district could move forward with a tax increase very shortly after its creation. West Bountiful City will give up approximately \$5,400 in property tax.
- The new district will be governed by the same truth-in-taxation laws that govern cities, with the board making final decisions on tax rates after advertisements and public hearings.

- A new formal advisory committee made of city managers from each city will take a stronger role in the budgeting process of the district. This is intended to add another layer of review to oversee revenue collection and expenditures.

CREATION PROCESS

The creation of the new district is somewhat similar to the process followed by the Council earlier in the year during the creation of the Jessi's Meadow Special Assessment Area. The first step is for each member entity to adopt the initial resolution proposing the creation of the new district and set a public hearing to receive public input. The passage of the initial resolution does not in any way bind the City to give final approval of the new district. Enclosed with this memo is a rough outline of all of the necessary formal steps. At this point, we would be behind the schedule on this outline, but still able to proceed if a resolution is adopted by the middle of August. In addition to the formal steps, the member cities will need to continue to flesh out the details of a new interlocal agreement.

SUMMARY

The Resolution up for consideration is the first step in the process of creating a new fire district with taxing authority to replace the current interlocal agency. The Resolution includes the current broad details of the new district, including its initial property tax levy. If the Council is comfortable moving forward, though not necessarily committing to final approval, the Resolution must be adopted by the middle of August at the very latest. All other member entities must also adopt the identical resolution.

PROPOSED TIME LINE FOR TRANSITION OF THE SOUTH DAVIS FIRE INTERLOCAL AGENCY TO A LOCAL FIRE DISTRICT

The following time line allows time for document transfer, scheduling delays and unforeseen problems. In a best case scenario and with concurrent activities and preparation approximately two months could be saved.

April 1 through June 15, 2015.

Due Diligence by Creating Entities

This period would allow for organizational discussions, preparation of the map and legal description that will be needed for the Initial Resolutions and reaching consensus on the proposed district.

June 15 through July 1, 2015.

Adoption of Resolutions Proposing District Creation (UCA 17B-1-203(1)(d))

Each of the creating entities must adopt a resolution proposing the creation of a local district.

August 1 through August 15, 2015

Entities conduct Public Hearings on the Creation of the District (UCA 17B-1-210)

Each entity proposing the District must conduct a public hearing no later than 45 days after the date of the Proposing Resolution's adoption. Entities may join together and conduct joint hearings but a quorum of each participating governing body must be in attendance through the hearing. Hearings may commence no earlier than 6 p.m..

August 15 through September 1, 2015

Entities That Could Provide Fire and Emergency Medical Services in the District Area decline to provide the Service. (UCA 17B-1-212)

Each of the participating entities must decline to provide the service proposed to be provided by the District. This is a pro forma act done through a Resolution of the Governing Body.

August 15 through October 15, 2015 Protest Period Runs. (UCA 17B-1-213)

The protest period commences upon the holding of the last public hearing and runs for sixty days. If sufficient protests are received the process stops; if not, the participating entities can proceed with creating the District

October 15 through November 15, 2015

Resolutions Creating the District are Adopted by the Participating Entities. (UCA 17B-1-213(4)).

Each of the participating entities must adopt a Resolution Creating the District. The Resolutions must describe the area included in the District, be accompanied by a map of the boundaries, describe the service(s) to be provided, state the name of the District and describe the process for appointment of the initial board of trustees

(which is described in S.B. 140)

November 15 through December 15, 2015 Transmit District Creation Documentation to Lt. Governor for Certification, Receive Certification (UCA 17B-1-215 and 67-1a-6.5)

Within ten days after the adoption of the last Resolution the Notice of an Impending Boundary Action and related documents must be filed with the Lt. Governor. After review, the Lt. Governor will issue the Certificate of Incorporation for the District .

December 15 through December 31, 2015 Record the original Notice of Impending Boundary Action, Certificate of Incorporation, Approved local entity plat and certified copies of the Creating Resolutions (UCA 17B-1-215((a))).

Recording must occur by December 31, 2015, for the District to have property tax authority beginning January 1, 2016.

WEST BOUNTIFUL CITY

RESOLUTION #371-15

A RESOLUTION OF WEST BOUNTIFUL CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, PROPOSING THE CREATION OF A LOCAL DISTRICT AND SERVICE AREA FOR THE PROVISION OF FIRE PROTECTION, EMERGENCY MEDICAL RESPONSE, PARAMEDIC, EMERGENCY RESPONSE SERVICES, AMBULANCE SERVICES AND RELATED SERVICES TO THE CITIES OF BOUNTIFUL, CENTERVILLE, NORTH SALT LAKE, WEST BOUNTIFUL, WOODS CROSS AND THE UNINCORPORATED AREA OF SOUTH DAVIS COUNTY AND THE TRANSFER OF THE RESPONSIBILITIES AND OPERATIONS OF THE EXISTING SOUTH DAVIS METRO FIRE AGENCY TO THE PROPOSED DISTRICT.

WHEREAS, West Bountiful City has previously entered into an interlocal agreement with the cities of Centerville, North Salt Lake, West Bountiful, Woods Cross and Davis County for the joint operation of the South Davis Metro Fire Agency; and,

WHEREAS, the West Bountiful City Council has determined that is in the best interest of the citizens of the City to provide for greater ongoing stability for fire protection, paramedic emergency medical services emergency response and ambulance services by creating a separate governmental entity with dedicated functions and additional sources of funding; and,

WHEREAS, West Bountiful City and the other public entities participating in the South Davis Metro Fire Agency desire to create a local district and service area to assume the responsibilities of South Davis Metro Fire Agency (the “Agency”); and,

WHEREAS, the participating public entities desire to allow additional funding mechanisms with a dedicated property tax levy under the control of elected officials appointed by each participating governmental entity; and

WHEREAS, the participating entities are authorized by UCA Sec. 17B-1-203(1)(d) to commence the creation of a local district and service area by adopting a Resolution proposing its creation.

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

1. The City Council hereby proposes the creation of a local district and service area for the provision of fire protection, emergency medical response, paramedic, emergency response services, ambulance services and related services. The local district and service area proposed by this Resolution shall be composed of the area within the corporate limits of the cities of Bountiful, Centerville, North Salt Lake, West Bountiful, Woods Cross and all property in the unincorporated area of Davis County located south of an east/west extension of the northern corporate limits of Centerville City, north of the Salt Lake County Line, west of U.S. Forest Service line, and east of the Great Salt Lake as more shown on the map which is attached hereto as Attachment A. The proposed local district and service area shall be known as the South Davis

Metro Fire Service Area.

2. The proposed district shall be funded through revenues that may include member assessments, a property tax levy, revenues generated by its operations and such other revenues that are authorized by law. Assessments will be made in accordance with the provisions of a new interlocal agreement entered into among the member entities and the Service Area. It is anticipated that the property tax impact on an average residential property in West Bountiful City having a value of \$216,000 will be \$1.19. West Bountiful City will reduce its property tax levy in the initial year after creation of the District by an amount equal to to equalized fire service area tax levy of the district. West Bountiful City anticipates that there will be no additional cost to the average household as a result of the initial district tax levy.

3. (a) The proposed local district shall be governed by a Board of Trustees composed of one elected official appointed by each participating entity in accordance with UCA Sec. 17B-2a-905. The Fire Chief shall serve as the Chief Executive and Administrative Officer of the district.

(b) There shall be an Administrative Committee advisory to the Board of Trustees on matters relating to the budget of the district, the compensation of the district's officers and employees and such other matters as are assigned to it by the Board of Trustees. The Administrative Committee shall be composed of the city manager of each participating city, or in the event that any participating city does not employ a city manager, a representative appointed by the governing authority of the city, and a designee appointed by the County Commission of Davis County to represent the county. The Fire Chief shall be responsible for the preparation of a proposed budget for submission to the Administrative Committee and the preparation of tentative and final budgets approved by the Committee and Board. The Chair of the Administrative Committee shall be elected by the members thereof and shall serve as Budget Officer for the District with duties as assigned by the Board including filing and presenting the tentative operating and capital budget with the Board of Trustees. The Fire Chief shall be responsible to ensure that agency expenditures within each fund conform with the fund budget and any other budget guidelines approved by the Board. The Fire Chief shall serve as an ex officio, non-voting member of the Administrative Committee. Subject to approval of the Board of Trustees, the Administrative Committee shall adopt bylaws for its operation and governance.

(c) A majority of the Board members, with a quorum present, shall be required for all actions taken by the Board of Trustees except that actions taken to adopt or amend the bylaws of the service area or actions taken to change the assessment formulas by which member charges are determined shall require a two-thirds vote of the entire Board. Votes shall not be weighted unless a weighted vote is formally requested by a Board member. Weighting of votes shall be in accordance with each member's most recent annual assessment.

4. A Public Hearing on the creation of the proposed local district and service area shall be held the 1st day of September, 2015, at the West Bountiful City Hall, 550 N 800 W, West Bountiful, UT at 7:30 p.m.. The City Recorder is directed to publish notice of the Public Hearing in a newspaper of general circulation in West Bountiful City and on the Utah Public Notice Website. Notices shall be published in accordance with UCA Sec 17B-1-211.

5. The South Davis Metro Fire Service Area shall take effect upon completion of all proceedings required by law and approval and certification by the Utah Lieutenant Governor in

accordance with UCA §67-1a-6.5 and shall commence operation of the enumerated and authorized services on July 1, 2016.

6. Effective July 1, 2016, the interlocal agreement establishing the South Davis Metro Fire Agency dated October 1, 2004 shall be terminated and dissolved and all functions, obligations, buildings and other assets of all types of the Agency shall be transferred to and assumed by the South Davis Metro Fire Service Area. Obligations of the Agency to any Member for existing debt of the Agency shall be assumed by the Service Area. Capital contribution requirements or limits contained in the existing interlocal agreement creating the South Davis Metro Fire Agency, including specifically paragraph 5.01(h), and any amendment thereto shall continue in full force and effect until satisfied. Specifically, subject to provisions of paragraph 5.01(h), Bountiful City and its citizens shall not be obligated to pay any portion of the Ambulance Fee Revenue Bond Series 2006, or any refinancing of those bonds. Capital contributions for capital improvements approved by the South Davis Metro Fire Service Area Board shall be paid proportionately by each member as determined by the Board .

7. The City Recorder is hereby directed to transmit a certified copy of this Resolution to the Mayors and City Councils of the cities of Centerville, Bountiful, North Salt Lake, Woods Cross, and to the Davis County Commission.

APPROVED and ADOPTED this 21st day of July, 2015.

By: _____
Ken Romney, Mayor

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

ATTEST:

Cathy Brightwell, City Recorder

APPROVED AS TO FORM:

Steve Doxey, City Attorney



MEMORANDUM

TO: Mayor & Council

DATE: July 16, 2015

FROM: Duane Huffman

RE: **Equipment Lease Purchase for Golf Course Equipment**

As part of the FY 2015 budget, \$11,000 was included for the lease purchase of a new mower for the fairways at Lakeside Golf Course. Attached to this memo is a resolution to approve a lease with Zions Bank for this purpose. The highlights of the lease are as follows:

- Mower Cost: \$52,801.86
- Lease Term: Six Years
- Interest Rate: 2.7%
- Annual Payment: \$9,597.52
- Total Interest: \$4,783.24
- Equipment can be purchased at anytime

In general, it is preferable to purchase equipment without the use of financing. However, given the current cash holdings of the Golf Course Fund, the life expectancy of this type of equipment, and the relatively low interest rate available, I am comfortable recommending this lease purchase agreement.

WEST BOUNTIFUL CITY

RESOLUTION #369-15

A Resolution Approving the Form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of West Bountiful City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to West Bountiful City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of West Bountiful City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of West Bountiful City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of West Bountiful City, Utah.

Section 3. The officers of the Governing Body and West Bountiful City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

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

Passed and approved by the City Council of West Bountiful City this 21st day of July, 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

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of July 30, 2015, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and West Bountiful City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean West Bountiful City, Utah.

“Lessor” shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X July 30, 2015.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for six (6) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee.* The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price.* On any Business Day on or after July 30, 2015, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit “C.”

Section 5.2 *Manner of Exercise of Option.* To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the “Closing Date”), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option.* Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase.* Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee.* Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at West Bountiful City, Utah, 550 North 800 West, West Bountiful, UT 84087. Attention: Duane Huffman.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Five Hundred Dollars (\$ 500.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A..... Description Of Equipment
Exhibit B Resolution Of Governing Body
Exhibit C Payment Schedule
Exhibit D..... Opinion Of Lessee's Counsel
Exhibit E Delivery and Acceptance Certificate

Executed this ____ day of _____, 20____.

Lessor:

Zions First National Bank

By _____
Alex Buxton, Vice President

Lessee:

West Bountiful City, Utah

By _____
Kenneth Romney, Mayor

EXHIBIT A
Description Of Equipment

<u>Quantity</u>	<u>Description/Serial Numbers</u>
1	Toro Reelmaster 5410-D

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

July 21, 2015

West Bountiful City, Utah

The City Council (the “Governing Body”) of West Bountiful City, Utah met in regular session at its regular meeting place in West Bountiful City, Utah on July 21, 2015, with the following members of the Governing Body present:

Kenneth Romney	Mayor
James Bruhn.....	Council Member
James Ahlstrom.....	Council Member
Debbie McKean	Council Member
Mark Preece	Council Member
Kelly Enquist	Council Member

Also present:

Cathy Brightwell.....City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of West Bountiful City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to West Bountiful City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of West Bountiful City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of West Bountiful City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of West Bountiful City, Utah.

Section 3. The officers of the Governing Body and West Bountiful City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____
Kenneth Romney, Mayor

STATE OF UTAH)
)
) ss.
)
COUNTY OF DAVIS)

I, Cathy Brightwell hereby certify that I am the duly qualified and acting City Recorder of West Bountiful City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on July 21, 2015, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 20____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of West Bountiful City, Utah this _____ day of _____, 20_____.

By _____
Cathy Brightwell, City Recorder

[S E A L] ↑

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

I, Cathy Brightwell, the duly qualified City Recorder of West Bountiful City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of West Bountiful City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at West Bountiful City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of West Bountiful City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on July 21, 2015, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the _____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the _____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of West Bountiful City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of West Bountiful City, Utah this _____ day of _____, 20_____.

By _____
Cathy Brightwell, City Recorder

[S E A L] ↑

EXHIBIT C
Payment Schedule

Lessee: West Bountiful City, Utah

Date of Lease: July 30, 2015

Amount Due: \$52,801.86

1. Interest has been computed at the rate of 2.72% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing January 30, 2016. The payments set forth on the attached debt service schedule shall be due on the 30th day of January and July up to and including July 30, 2021.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

West Bountiful City, Utah

\$52,801.86 Equipment Lease Purchase

Dated July 30, 2015

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/30/2015	-	-	-	-
01/30/2016	4,080.65	2.720%	718.11	4,798.76
07/30/2016	4,136.15	2.720%	662.61	4,798.76
01/30/2017	4,192.40	2.720%	606.36	4,798.76
07/30/2017	4,249.42	2.720%	549.34	4,798.76
01/30/2018	4,307.21	2.720%	491.55	4,798.76
07/30/2018	4,365.79	2.720%	432.97	4,798.76
01/30/2019	4,425.16	2.720%	373.60	4,798.76
07/30/2019	4,485.34	2.720%	313.41	4,798.75
01/30/2020	4,546.34	2.720%	252.41	4,798.75
07/30/2020	4,608.18	2.720%	190.58	4,798.76
01/30/2021	4,670.85	2.720%	127.91	4,798.76
07/30/2021	4,734.37	2.720%	64.39	4,798.76
Total	\$52,801.86	-	\$4,783.24	\$57,585.10

Yield Statistics

Bond Year Dollars	\$175.85
Average Life	3.330 Years
Average Coupon	2.7200055%
Net Interest Cost (NIC)	2.7200055%
True Interest Cost (TIC)	2.7200058%
Bond Yield for Arbitrage Purposes	2.7200058%
All Inclusive Cost (AIC)	3.0249315%

IRS Form 8038

Net Interest Cost	2.7200055%
Weighted Average Maturity	3.330 Years

Lease 07/30/15 | SINGLE PURPOSE | 7/14/2015 | 5:01 PM

Initials of Lessee Signatory

EXHIBIT D
Opinion Of Lessee's Counsel
(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for West Bountiful City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated July 30, 2015, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (on any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated July 30, 2015, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

West Bountiful City, Utah

Witness

By: _____
(Authorized Signature)

(Print name and title)

Date: _____

MEMORANDUM



TO: Mayor and Council

DATE: July 16, 2015

FROM: Duane Huffman

RE: Appointment of Poll workers for Primary Election

Pursuant Utah code Section 20A-5-602(1), a municipal legislative body shall appoint poll workers for a local election at least 15 days before the date of the local election. As part of the interlocal agreement with Davis County, poll workers for West Bountiful City are recruited and trained through the Davis County clerk's office.

The individuals below have been selected, subject to appointment by the West Bountiful City Council, as poll workers for the West Bountiful City 2015 Municipal Primary Election:

Jennifer Cottle	Poll Manager
Lucile Eastman	Receiving Clerk
Christine Harker	Provisional Clerk
Arline Mann	Poll Book Clerk
Jennifer McMillan	Technician

WEST BOUNTIFUL CITY POLICE DEPARTMENT

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

Todd L. Hixson
Chief of Police

Kenneth Romney
Mayor

West Bountiful City Council Report July, 2015

Statistics reported are June, 2015; the other information reported is collected between council meetings.

Reserve Officer Program

No information to report

Alcohol Officer Program

Officers Chamberlin Neff and Eric Braegger are doing well. Officer Braegger has been out for a non-work related medical issue and will likely be busy for the next few months as he is running for city council in West Point.

Crossing Guards

Gerald Newman has resigned his position with West Bountiful City as a crossing guard. He served our community well for many years and will be missed. We wish him well in his future endeavors.

Lavern and Darrell Greaves have expressed an interest in only being substitute crossing guards. We are working with them to confirm whether they will return as our full time crossing guards or not.

We will be offering Leroy Elliot, our substitute crossing guard a full time position. We may need to hire another full time crossing guard dependent upon Lavern and Darrell's decision.

Personnel

We have posted the police officer position. As of July 15 we have received 15 applications. The position will close on June 16, 2015 at 5:00 pm.

Lt. Hamilton's yearly anniversary was on June 12, 2015. She has served West Bountiful for nine years.

Sgt. Adams yearly anniversary was on July 15, 2015. He has served West Bountiful for 17 years.

Sgt. Erikson's yearly anniversary was on June 18, 2015. He has served West Bountiful for three years.

EMPAC

The June meeting was held on Wednesday, June 15, 2015 at 5:30 P.M.

Emergency medical supplies have been purchased for city hall. They are currently stored in the police department.

General Information

The West Bountiful Police Safety Fair went very well this year. This was the first year Officer Breeze was in charge of the coordinating the fair. She did an excellent job!

The employment contract has been deployed with this hiring process. We have not received any feedback in regards to it yet.

Animal Control

Davis County has begun discussions with cities in reference to the fees being charged for animal control services. During a meeting held on June 16, 2015 it was discussed that Davis County would be sending written notification of termination for the current contracts between Davis County and the cities. The purpose of this was to renegotiate the division of animal control costs.

Following the second meeting a letter was sent from Commissioner Petroff on June 22, 2015 indicating Davis County will not be sending a termination letter, however, they will "rely on the cities to continue to act in good faith, and thus, the County proposes for the County and the cities, near the end of this calendar year, to amend the current contracts for animal care and control services such that the County and the cities will equally share the costs associated with the 2016 calendar year, after all other revenues have been applied to offset, in part, the total costs associated with the animal care and control services."

Per the initial documents supplied by Davis County it is believed they desire an increase from \$10,473, plus service call fees, in 2015 to \$31,102, plus service fees, by 2021 for the City of West Bountiful. Discussion is now taking place indicating Davis County is proposing a 50/50 split. This will still represent a significant increase for West Bountiful. I believe there will be further discussion between Davis County and the cities.

West Bountiful Police Department

Department Summary

6/1/2015 to 6/30/2015

Arrests	11	
Adult	11	100.0%
Activities	1,109	
Admin	153	13.8%
Assist	94	8.5%
Community Relations	14	1.3%
Deaths	2	0.2%
Investigation	47	4.2%
Patrol	127	11.5%
Property	3	0.3%
Security	395	35.6%
Service Call	78	7.0%
Suspicious Activity	51	4.6%
Traffic	126	11.4%
Vehicle Accident	19	1.7%
Shift Time and Percent Accounted	930 hr. 53 min.	57.7%
Reports	177	
CITATION REPORT	43	24.3%
FIELD CONTACT	1	0.6%
INCIDENT REPORT	81	45.8%
OFFICER INFORMATION	49	27.7%
POLICE VEHICLE IMPOUND	3	1.7%

Department Summary

Crime Offenses		56
ASSAULT	1	1.8%
BURGLARY	4	7.1%
COUNTERFEITING	2	3.6%
DAMAGE PROPERTY	4	7.1%
DANGEROUS DRUGS	6	10.7%
DEATH/INJURY	3	5.4%
FAMILY OFFENSE	4	7.1%
FRAUD	2	3.6%
JUVENILE STATUS OFFENSES	2	3.6%
OBSTRUCTION POLICE	2	3.6%
PRIVACY VIOLATIONS	2	3.6%
PUBLIC PEACE	2	3.6%
ROBBERY	1	1.8%
SEX ASSAULT	1	1.8%
STOLEN PROPERTY	1	1.8%
THEFT	9	16.1%
TRAFFIC OFFENSE	9	16.1%
WARRANT SERVICE	1	1.8%

Accidents	19
-----------	----

Citation Violations		68
DUI	3	4.4%
Fix it	9	13.2%
Misdemeanor	16	23.5%
Traffic	26	38.2%
Warning	14	20.6%



Davis County Commission

Commissioner P. Bret Millburn Commissioner John Petroff, Jr. Commissioner Jim Smith

June 22, 2015

Via United States Mail and Email

Chief Todd Hixson
West Bountiful City, Police Chief
550 North 800 West
West Bountiful, UT 84087
thixson@wbcity.org

Re: Animal Care and Control Services

Dear Chief Hixson:

Thank you for attending the second meeting recently held by Davis County (the "County") to discuss the current cost structure regarding the animal care and control services provided by the County's exceptional Animal Care and Control Department, and the proposed modification to the current cost structure. I, as well as the other County representatives who attended the meeting, greatly appreciated the discussion and dialogue at the meeting.

After significant thought, I write to inform you that the County will not take the formal action of providing the cities with a written notice of termination of the contracts that the County currently has with the cities for animal care and control services. Rather, the County will rely on the cities to continue to act in good faith, and, thus, the County proposes for the County and the cities, near the end of this calendar year, to amend the current contracts for animal care and control services such that the County and the cities will equally share the costs associated with the 2016 calendar year, after all other revenues (e.g. animal license fees, animal shelter fees, animal surgical fees, and donations/contributions) have been applied to offset, in part, the total costs associated with the animal care and control services. The County also proposes for the County and the cities, between now and the end of the 2016 calendar year, to engage in further dialogue regarding this matter with the goal of reaching a long term resolution that will be acceptable to the County, as well as the cities, for the 2017 calendar year and beyond.

Thank you for your attention to these matters. I look forward to working with you on this in the future.

Sincerely,

John Petroff, Jr.
Davis County Commissioner

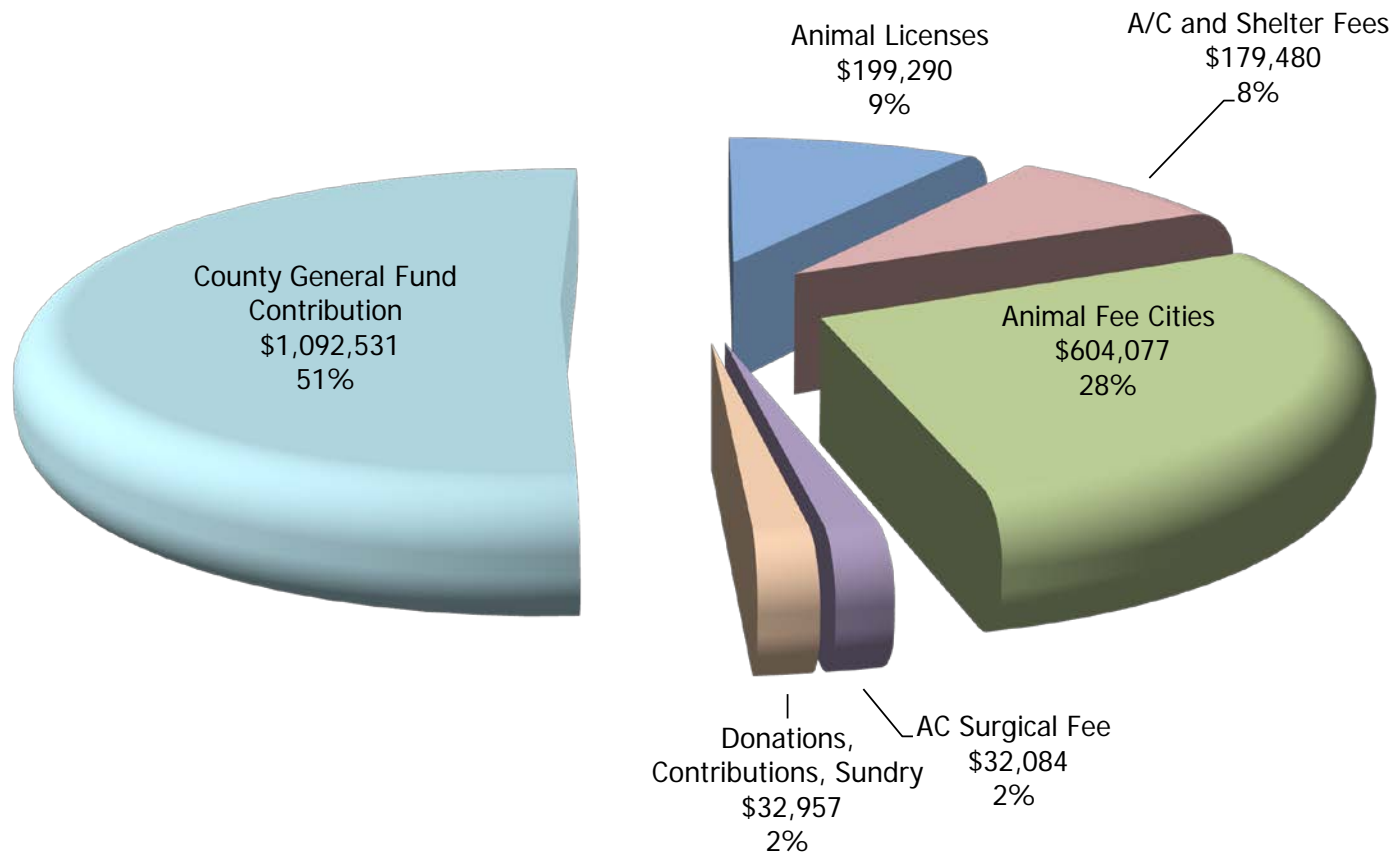
cc: P. Bret Millburn, Davis County Commissioner
 Jim Smith, Davis County Commissioner
 Curtis Koch, Davis County Clerk/Auditor
 Clint Thacker, Davis County Animal Care and Control Director



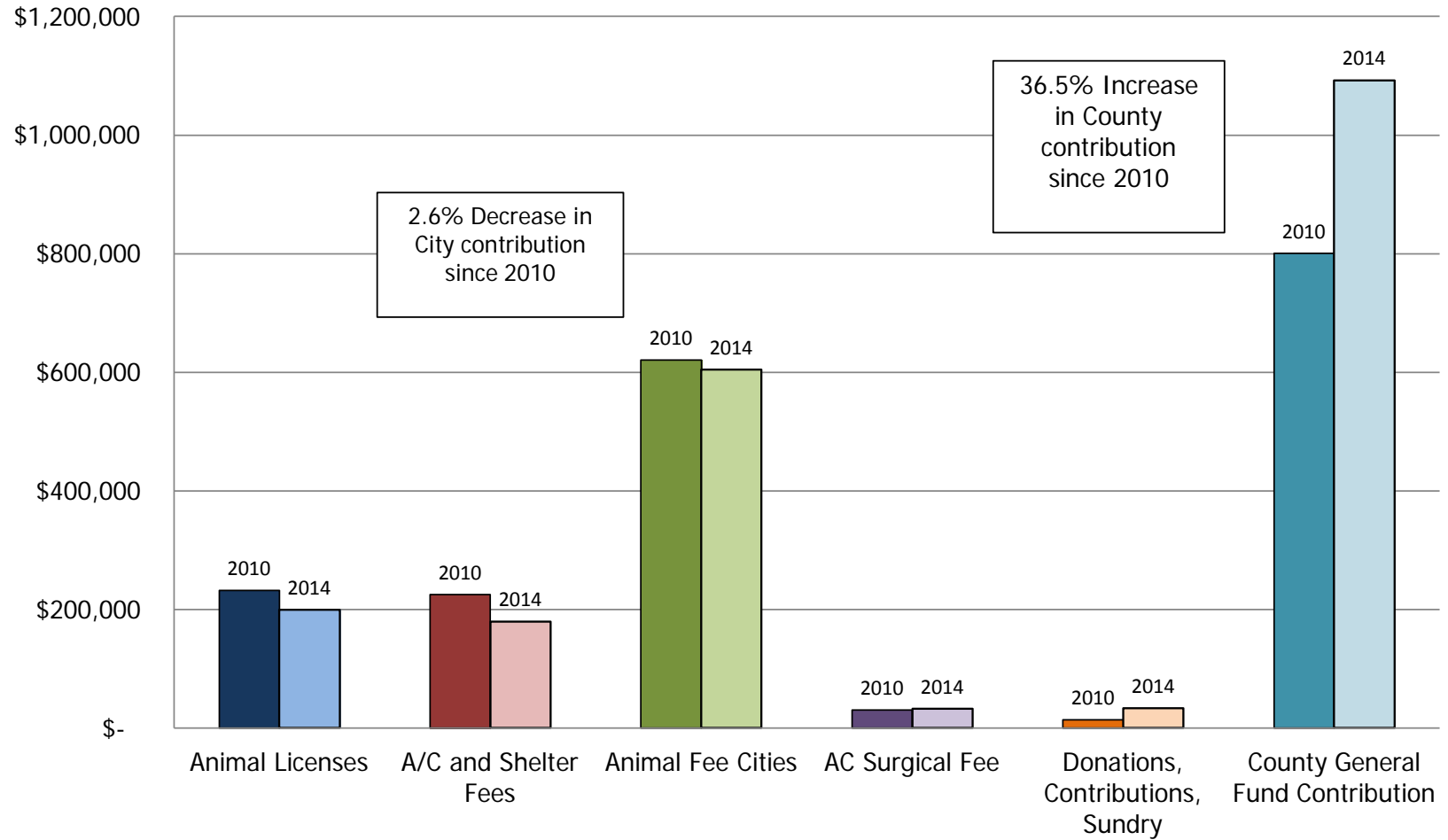
Davis County Administration Building P.O. Box 618 • Farmington, Utah 84025
Telephone: 801-451-3200 • Fax: 801-451-3202 • TDD: 801-451-3228
E-mail: commissioners@daviscountyutah.gov • Website: www.daviscountyutah.gov

Connects.You.

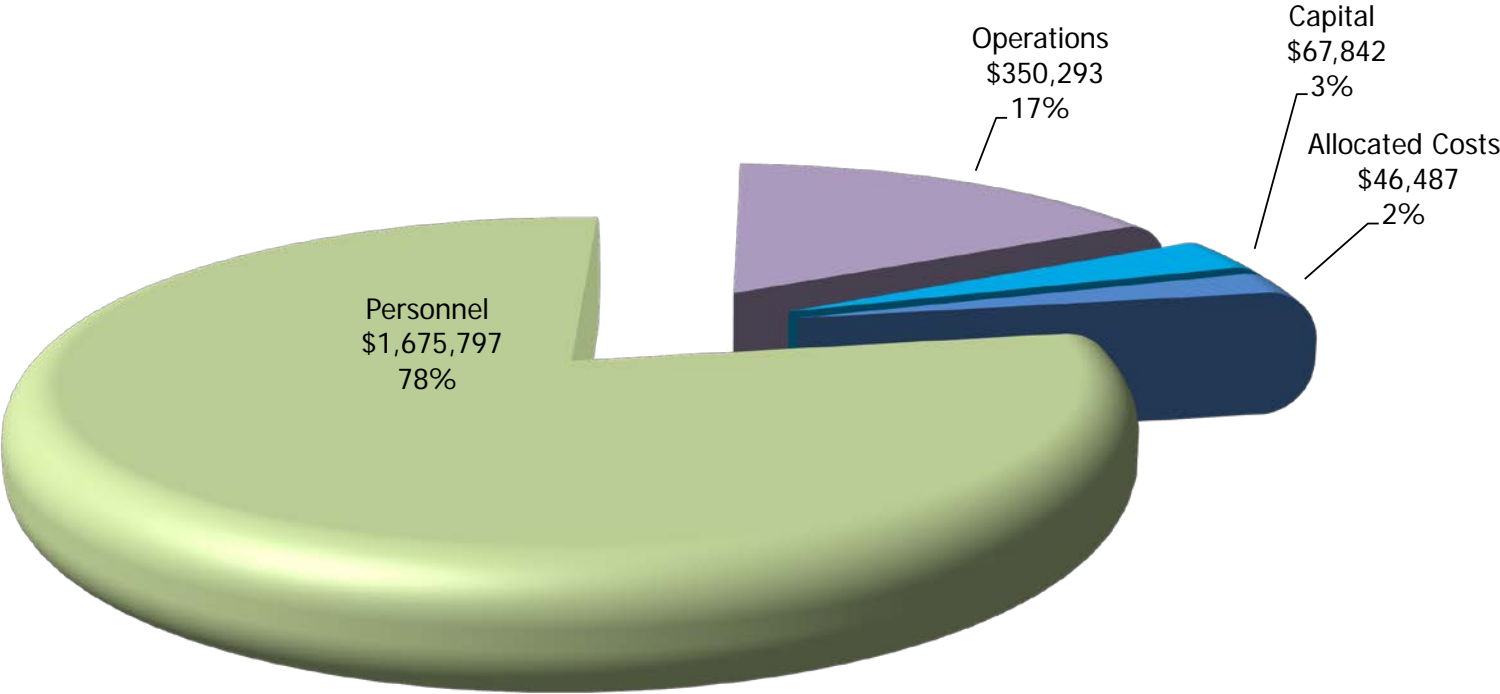
2014 Revenues



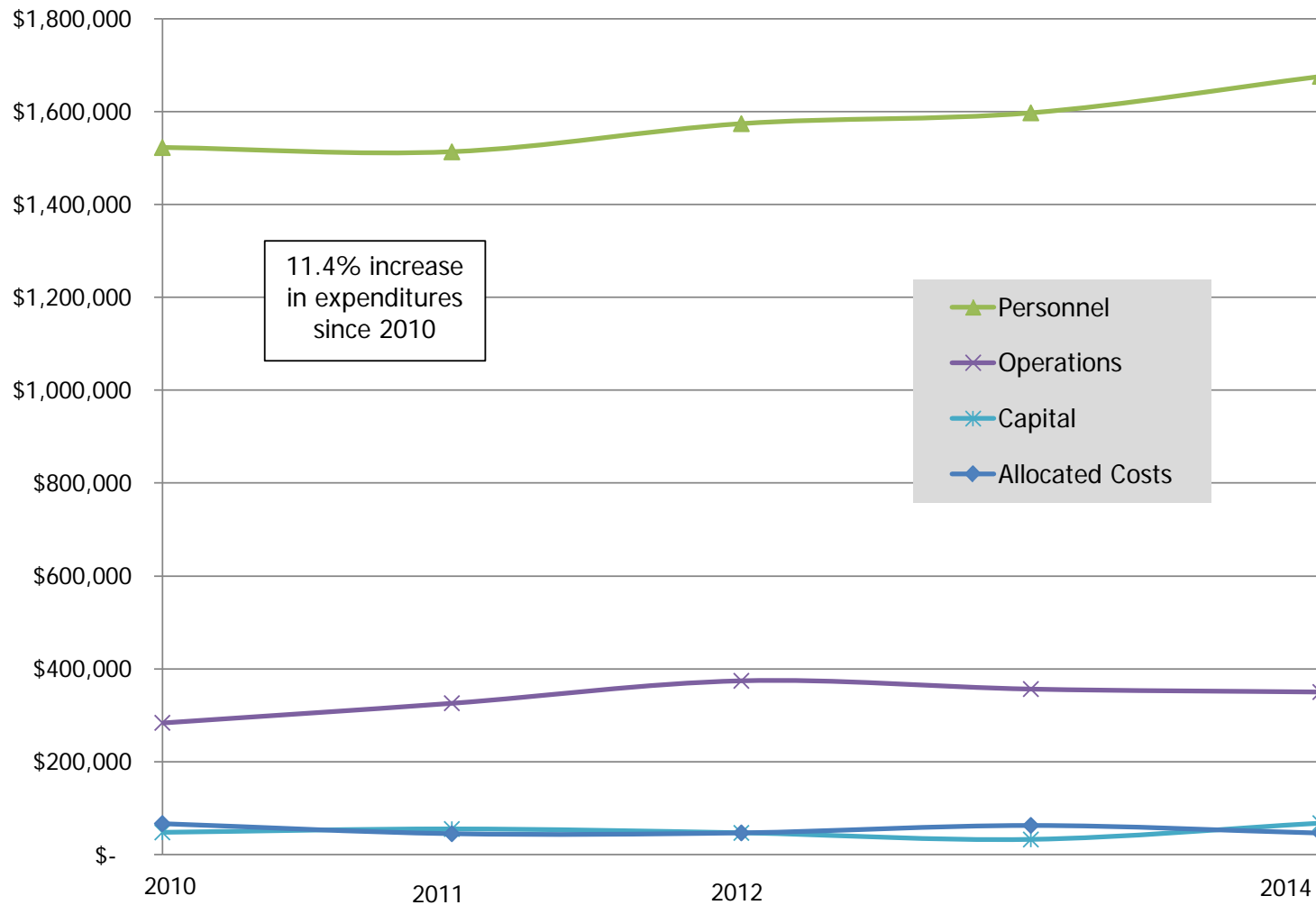
Revenue Trends 2010-2014



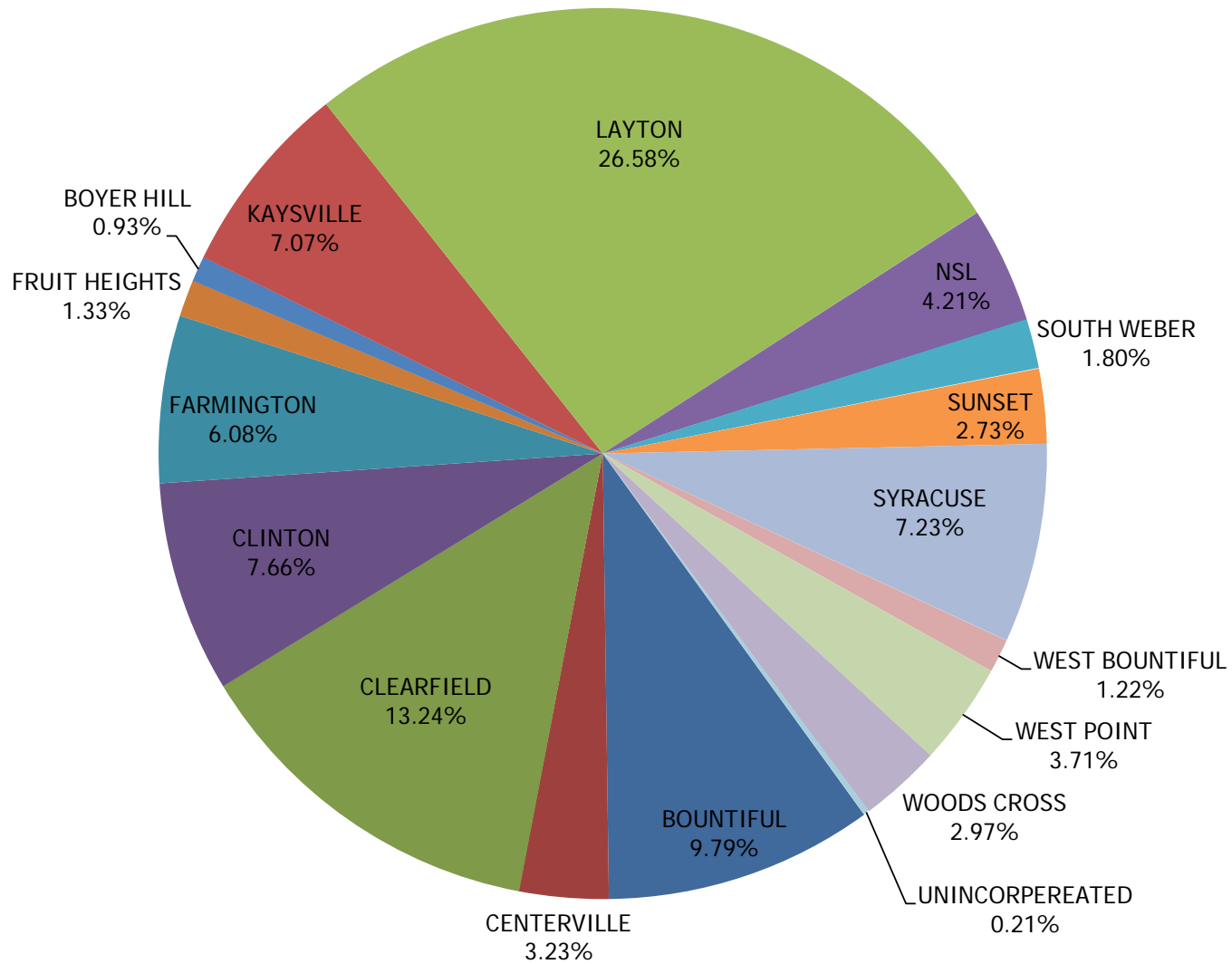
2014 Expenditures



Expenditure Trends 2010 - 2014



2014 Calls for Service



Animal Control Fees

	2015 Budgeted	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
	37/63	50/50	60/40	70/30	80/20	90/10	90/10

Shelter Fees	481,500	495,945	510,823	526,148	541,932	558,190	574,936
City Fees	654,575	931,564	1,151,413	1,383,614	1,628,712	1,887,270	1,943,888
County Portion	1,105,743	931,564	767,609	592,978	407,178	209,697	215,988

Expenditures	(2,241,818)	(2,359,073)	(2,429,845)	(2,502,740)	(2,577,822)	(2,655,157)	(2,734,812)
--------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

Annual Fee by Service Area

Service Area	2014 Calls for Service	3yr % avg of 2y %avg	2015	2016	2017	2018	2019	2020	2021
BOUNTIFUL	1,309	10.24%	654,575	931,564	1,151,413	1,383,614	1,628,712	1,887,270	1,943,888
CENTERVILLE	386	3.44%	67,028	95,392	117,905	141,682	166,780	193,256	199,054
CLEARFIELD	1,599	12.30%	22,517	32,046	39,609	47,596	56,028	64,922	66,870
CLINTON	1,016	7.39%	80,513	114,582	141,624	170,185	200,332	232,134	239,098
FARMINGTON	623	6.66%	48,373	68,843	85,089	102,249	120,362	139,469	143,653
FRUIT HEIGHTS	160	1.42%	43,595	62,042	76,684	92,149	108,472	125,692	129,463
BOYER HILL	98	1.08%	9,295	13,228	16,350	19,647	23,128	26,799	27,603
KAYSVILLE	823	7.49%	7,069	10,061	12,435	14,943	17,590	20,383	20,994
LAYTON	3,315	25.98%	49,028	69,774	86,241	103,633	121,991	141,357	145,597
NSL	510	4.00%	170,059	242,020	299,137	359,463	423,139	490,313	505,022
SOUTH WEBER	210	1.85%	26,183	37,263	46,057	55,345	65,148	75,491	77,756
SUNSET	342	2.86%	12,110	17,234	21,301	25,597	30,131	34,915	35,962
SYRACUSE	940	7.18%	18,721	26,643	32,930	39,571	46,581	53,976	55,595
WEST BOUNTIFUL	127	1.60%	46,998	66,886	82,671	99,344	116,942	135,506	139,571
WEST POINT	459	3.84%	10,473	14,905	18,423	22,138	26,059	30,196	31,102
WOODS CROSS	396	2.67%	25,136	35,772	44,214	53,131	62,543	72,471	74,645
TOTALS	12,313	100%	17,477	24,873	30,743	36,943	43,487	50,390	51,902

1 West Bountiful City

PENDING

July 14, 2015

2 Planning Commission

3
4 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
5 website and the West Bountiful City website, and sent to Clipper Publishing Company on July
6 10, 2015 per state statutory requirement.

7 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, July**
8 **14, 2015, at West Bountiful City Hall, Davis County, Utah.**

9
10 **Those in Attendance:**

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

15
16 **MEMBERS EXCUSED:** Chairman Denis Hopkinson.

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

20
21 **VISITORS:** Troop 219 (Zack Larsen, Drew Vanderstek, Max
22 Staples, and Melanie Larsen)

23 The Planning Commission Meeting was called to order at 7:30 p.m. by Vice Chairman Terry
24 Turner. Mike Cottle gave a prayer.

25 Zack Larsen led the pledge of allegiance; Drew Vanderstek recited the scout oath, law, and
26 motto.

27 **I. Accept Agenda.**

28 Vice Chairman Terry Turner reviewed the agenda. Corey Sweat moved to accept the agenda
29 tabling Item #2, General Zoning. Laura Charchenko seconded the motion. Voting was
30 unanimous in favor among members present.

31
32 **Business Discussed:**

33 **II. Discuss General Zoning- Tabled**

This item was tabled due to the absence of Chairman Hopkinson and the need for some of the Commissioners that were absent from last meeting to have time to review the material given in last meeting's packet.

III. Discuss Flag Lots.

Commissioner's packets included a memorandum from Ben White and Cathy Brightwell dated July 10, 2015 regarding Title 16 Subdivision-Flag Lots with an attachment, City Code 16.12.060 Lots, and a memorandum dated March 9, 2012 from Ben White/Cathy Brightwell regarding the Carbone Subdivision.

The July 10th memorandum included the following information regarding the concerns over application for flag lots within the city.

- City Council discussed flag lots during their July 7th meeting voicing their concerns and comments about the guidelines that have been used in the past to evaluate flag lots when they found they were not binding on the applicants.
- City Council would like some minimum mandatory criteria established for all flag lot applications with some additional criteria that maybe considered. These criteria could be waived or amended by the Planning Commission.

Ben White talked about the development of flag lots and spoke about some that have been done in our city in the past. He noted that City Council thought there were conditions and codes that had to be met, but there is nothing in our code for minimum criteria to be met. He discussed three sets of criteria that we may want to consider regarding flag lots: mandatory, optional, and minimum requirements for conditional use.

Staff has developed suggested language for our subdivision ordinance in an attempt to create mandatory requirements to start the process rolling. Ben White suggested flag lots be included in Title 16 – Subdivisions and reviewed the suggested language as follows:

- 1. Flag lots may be considered as a conditional use where traditional lot development is not feasible.*
- 2. The stem of the lot shall not be less than twenty feet (20') and shall not exceed two hundred and fifty feet (250').*
- 3. The stem of the lot shall serve one lot only and shall have direct access to a dedicated and improved public street.*
- 4. The stem of the lot shall be owned, fee simple, as part of the lot.*
- 5. The stem of the lot shall be at nearly ninety (90) degrees from a public street.*
- 6. Flag lots cannot extend from intersections, street corners, cul-de-sacs, or dead end streets.*
- 7. The body of the lot shall meet the lot size and dimensional requirements of the applicable zone. The stem area shall not be used in computing lot size. Proposed buildings shall comply with the minimum setbacks required for the zone. Determinations as to which are*

71 *the front, side, and rear setbacks shall be made by the Zoning Administrator at the time*
72 *of the subdivision application and shall be designated on the plat.*

73 8. *Flag lot must comply with fire code requirements including access width, driving surface,*
74 *parking and fire hydrant placement.*

75 9. *Flag lots cannot be used where traditional methods of development could occur including*
76 *cases when more than one property is required to complete a development.*

77 10. *Subdivisions which contain more than six (6) lots cannot contain a flag lot.*
78

79 Discussion took place regarding some of these suggested criteria and Mr. White pointed out
80 some examples using existing flag lots in our city. He also explained that several of the items are
81 arbitrary, for example the maximum length of 250 feet, and the commission will need to decide
82 what numbers are best for the city.

83 Regarding size of a subdivision that would be allowed a flag lot (#10), Alan Malan believes that
84 6 lots are too many; he felt that two or three lots would be more appropriate. Laura Charchenko
85 would consider up to four lots.

86 There was discussion on #2 regarding the maximum length and it was suggested that it could
87 match the existing requirements for cul-de-sacs.

88 In regards to #5 it was suggested that the language “nearly” be deleted and a more definite
89 number be considered.

90 Mr. Malan had concerns with the way the Carbone Flag lot was allowed to be developed without
91 considering the stub street that ends at their property and does not want to repeat that in the
92 future.

93 Staff will clean up the language based on the discussion and bring it back for review at the next
94 meeting. A public hearing will be set for August 25th since the August 11th meeting will be
95 canceled due to the Primary Elections.

96 Some discussion took place regarding some optional requirements. Mr. Malan would like the
97 requirements to have the street address displayed in a prominent location where the staff portion
98 fronts the on the public street, and the site shall be graded so storm water runoff from the flag lot
99 does not negatively impact neighboring properties, added to the mandatory list.

100 Councilmember Enquist would like the language to state “staff” instead of “stem.”

101 Vice Chairman Turner explained the responsibilities of the planning commission and city council
102 so that the scouts in attendance can understand the duties and processes that take place in making
103 laws, codes and ordinances.

104 **IV. Annual Open Meeting Training**

105 Cathy Brightwell hosted the Open Meeting Training as required annually per UCA 52-4-104 for
106 all city officials. Technology was down and so the training was presented from a handout. Ms.
107 Brightwell explained that public transparency is vital to upholding the law and so all meetings
108 are open to the public and recorded. She talked about what does and does not constitute a

meeting and explained how quorums are determined. She reviewed the packet regarding Utah Open & Public Meetings Act as the Commissioners followed along and asked questions.

Cathy Brightwell informed the Commissioners that staff looking into putting together a policy to be approved by the City Council regarding electronic communications.

V. Staff Report

Ben White reported:

- Urban Camping case last week regarding an individual who is working in the area and camping in front of different houses in a trailer. This has been a real concern to those who have him park in front of their home. It is not against the law and there are some cities that regulate this in their code. Mr. White feels this item needs to have some consideration.
- Completion of the 400 North Bridge is about a month out. It will not be August 1st but will be before school starts. By August 5th it may be accessible to bikers/pedestrian traffic only.
- 2600 South on/off ramp should be at its final configuration this weekend.
- Stringham Farm has hired legal counsel to challenge the walkway.
- Equestrian Center grading project is coming to an end so we expect truck traffic to stop.

Cathy Brightwell reported:

- The 400 North on-ramp to I-15 will be closed Saturday night at 10:00 p.m. until Monday morning at 6:00 am.
- Primary Election is very important so vote August 11th. Meet your candidate night will be held on Monday, July 20th at 7:00 p.m.
- Early voting is July 28th – August 7th with a schedule posted on the website.
- Long Drive at the Lakeside Golf Course will be this Friday and Saturday. A car show and Taste of the Town will begin at 5:30 pm on Saturday.

VI. Approval of Minutes for June 23, 2015

ACTION TAKEN:

Alan Malan moved to approve of the minutes dated June 23, 2015 as corrected. Corey Sweat seconded the motion and voting was unanimous in favor among those members present.

142 **VII. Adjournment**

143 **ACTION TAKEN:**

144 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting at**
145 **8:50 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.**

146

147

148

149 The foregoing was approved by the West Bountiful City Planning Commission on July 28, 2015, by
150 unanimous vote of all members present.

151 _____

152 Cathy Brightwell - City Recorder

153

Minutes of the West Bountiful City Council meeting held on Tuesday, July 7, 2015 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.

Those in attendance:

MEMBERS: Mayor Pro Tem Mark Preece, Council members James Ahlstrom, James Bruhn, Kelly Enquist, and Debbie McKean

EXCUSED: Mayor Ken Romney

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

VISITORS: Alan Malan, Corey Sweat, Jody Burnett

Mayor Pro Tem Preece called the Regular meeting to order at 7:32 pm. James Ahlstrom offered a prayer and the Pledge of Allegiance was led by Mark Preece.

1. Accept Agenda

MOTION: *James Bruhn moved to approve the agenda as revised; item 7a was added as an emergency item earlier in the day. Debbie McKean seconded the Motion which PASSED by unanimous vote of all members present.*

2. Public Comment.

Corey Sweat, 1078 W 600 N, commented that he feels the playground equipment proposal scheduled to be considered tonight costs too much money. He believes the price is probably double what the City needs to spend and doesn't even include the separate bids for concrete, tree removal, etc. He added that the playground equipment and footprint space is bigger than it needs to be.

3. Consider Awarding Playground Equipment Proposal.

Duane Huffman explained that in response to a request for proposals, the City received seven proposals from playground equipment suppliers and contractors. After review and evaluation of the proposals by the designated council members and staff, Big T Recreation is being recommended as the vender who represents the best design and value to the City. The recommended design, which has been modified from the originally submitted proposal, comes at a cost of \$134,559.96 installed.

Based on Mr. Sweat's earlier comments, there was discussion about whether there would be a benefit to delay and go out to bid again but it was decided that the committee had done their due diligence and an unnecessary delay would probably push completion of the project into next year.

Council member Bruhn added that the bid process was done correctly and it would not be fair to the bidders to go backwards.

Mr. Huffman reviewed the pricing and color options. He explained that consideration needs to be given to colors, and added that the position of the equipment has been aligned so the slides face as close to north as possible. There was also discussion about warranties, and the vendor stated that all the steel components have a lifetime warranty and the plastic portions carry a standard fifteen year warranty.

Before the playground equipment is installed, there is some site work which needs to occur. Staff intends to have contractors who are independent from the playground contractor remove trees, existing concrete, and swings, and construct a new concrete border. In order to get all the work completed by this fall, we need to advertise a concrete package as soon as possible.

A bid package is being prepared with three bid schedules: (a) playground border, (b) a new basketball court, and (c) enlarging the volleyball courts. The three separate schedules will allow the City Council to see the cost of each component separate from the others and make an award for one, two, or all three schedules. Before bidding the additional work, staff wants to confirm that these are the items to be considered for constructed this year; the appropriate locations have been identified; and there is not anything else that should be included in a concrete package for this year.

There was some discussion about including a Pickle ball court and it was suggested that we wait to see what the space looks like after the above items are added to ensure the Park is not too crowded.

Mr. Huffman inquired about removal of the trees in the area of the new playground and there was concern that if the Cottonwood trees are not removed now, we could be sorry later. Ben White added that if all the existing trees are left in place, the play area would need to be moved closer to the hill which could result in safety issues near the hill. There was also concern that the Cottonwood droppings would cause a mess in the wood fiber floor of the play area. With the large trees scheduled to be removed, the intent is to plant new trees to help provide shade.

MOTION: *James Bruhn moved to award to Big T Recreation their Quote #5442 for proposed playground equipment – Playworld Systems Custom Option 1C, Design #15-1875C, with Engineered Wood Fiber for \$134,559.96. The colors will be orange and blue with light green colored slides. Staff is also directed to solicit concrete bids for items a, b, and c listed above for future consideration. Kelly Enquist seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean – Aye

Mark Preece – Aye

4. Consider Resolution #367-15, A Resolution Authorizing the Submission of an Opinion Question to West Bountiful City Residents Regarding the Imposition of a City Wide Option Recreational, Cultural, Botanical, and Zoological Sales and Use Tax.

Duane Huffman reviewed the state requirements for placing an opinion question on the ballot for the reauthorization of a RAP tax. The Resolution needs to include the specific language city council wants to have on the ballot. After some discussion, the consensus was to limit the language to the items specific to West Bountiful so as not to confuse residents.

MOTION: *James Bruhn moved to Approve Resolution 367-15, A Resolution Authorizing the Submission of an Opinion Question to West Bountiful City Residents Regarding the Imposition of a City Wide Option Recreational, Cultural, Botanical, and Zoological Sales and Use Tax, using the following language on the ballot: Question: "Shall West Bountiful City, Utah be reauthorized to impose a 0.1% sales and use tax to fund recreational and cultural organizations, recreational and cultural facilities, and to finance ongoing operating expenses of recreational facilities and cultural organizations within the City?" Debbie McKean seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean – Aye
Mark Preece – Aye

5. Consider Approval of Resolution 368-15, a Resolution Authorizing an Interlocal Agreement for Justice Court Services with Farmington City.

Duane Huffman reviewed the staff memo and proposed Interlocal Agreement for Farmington City to provide the same Justice Court Services to West Bountiful currently provided by Davis County, who has given Notice that they no longer intend to provide the service. Everything will remain the same except who provides the services. Council member McKean asked Chief Hixson how he feels about the change and he responded that he feels good about it and believes it is a win-win for all.

MOTION: *James Ahlstrom moved to Approve Resolution 368-15, a Resolution Authorizing an Interlocal Agreement for Justice Court Services with Farmington City. Kelly Enquist seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Aye

6. Consider Community Development Block Grant (“CDBG”) Agreement for Sidewalk Improvement Project.

Ben White reviewed the history of the Grant explaining that in 2013, the City submitted a \$65k funding request for CDBG funds (administered through Davis County) to construct sidewalk along the west side of 800 West, south of Pages Lane. The City received \$25k from that application which completed the sidewalk to about 1300 North. City funds contributed about \$6,400 for a total project cost of \$31,400. This year, the City requested \$30k to complete the 800 West sidewalk to Pages Lane, and was awarded the full amount. He added that the work will not be completed until next spring due to some conflicts with Rocky Mountain Power which first need to be addressed. He also confirmed that all the changes suggested by Steve Doxey had been made in the final Agreement.

MOTION: *Debbie McKean moved to approve a Community Development Block Grant Agreement for a sidewalk improvement project on 800 West. James Bruhn seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean– Aye
Mark Preece – Aye

7. Consider Purchase Approvals for New Equipment Included in the Recently Adopted FY2016 Budget.

The recently adopted FY 2016 budget included funding for new equipment for use by the Public Works and Golf Departments. The City’s procurement code requires that purchases of \$10k or more first be approved by the City Council.

James Bruhn asked if competitive bids had been solicited. Duane Huffman responded that all of the equipment will be purchased under the State contract so we know we have the best available price. Specific brand selection is left up to each department head and is based on which one best meets their needs. Regarding financing for item #1, the Toro Reelmaster fairway mower, Mr. Huffman explained that the price before them is the bottom line price for the equipment, and financing options will be brought back for council approval once received.

MOTION: *James Ahlstrom moved to approve purchases for 4 items of new equipment included in the recently adopted FY2016 budget with financing terms to be decided later for item #1. The items are: 1. Toro Reelmaster 5410-D (fairway mower), 2. John Deere 5075E (tractor for roadside mowing), 3. John Deere CX15 (mower deck for roadside mowing), and 4. Hustler Z Diesel 932699 (mower for parks). Debbie McKean seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean – Aye
Mark Preece – Aye

7a. Consider Award to Wind River Excavation for \$31,500 for Pages Lane Water Line Repair

Duane explained that we have been working for three weeks on a water break between the Bountiful Land fill and Legacy Trail. We have pulled out the pipe that was inside a sleeve and believe the break is under the north bound lane of Legacy highway.

The options are to proceed to replace the full length of pipe, or replace some of the pipe leaving the old pipe in place for some distance. The only customer on the line is the Bountiful Landfill and we have an agreement with them to maintain the line.

After seeking multiple quotes for the needed work, we have received two bids to replace the entire line; Kapp Construction at \$41k, and Wind River Construction at \$31.5k. If approved, we will have the pipe in this week then testing will take us out about ten days.

Council member Bruhn asked staff to prepare a letter to UDOT, for each council member to sign, letting them know about the problem and asking them to participate.

MOTION – James Ahlstrom moved to Award to Wind River Excavation their bid for \$31.5k for the Pages Lane waterline project the entire line under Legacy Highway. James Bruhn seconded the Motion which passed.

The vote was recorded as follows:

James Ahlstrom – Aye
James Bruhn – Aye
Kelly Enquist – Aye
Debbie McKean – Aye
Mark Preece – Aye

The meeting moved to agenda item 12, Executive Session.

12. Executive Session Pursuant to Utah Code Annotated 52-4-205(c), to Discuss Pending or Reasonably Imminent Litigation.

MOTION: *James Ahlstrom moved to go in to Executive Session Pursuant to Utah Code Annotated 52-4-205(c), to Discuss Pending or Reasonably Imminent Litigation, in the police training room. James Bruhn seconded the Motion which PASSED.*

The vote was recorded as follows:

James Ahlstrom – Aye

James Bruhn – Aye

Kelly Enquist – Aye

Debbie McKean – Aye

Mark Preece – Aye

MOTION: *Mark Preece moved to close the Executive Session at 9:35 pm. Debbie McKean seconded the Motion which PASSED by unanimous vote of all members.*

8. Engineering/Planning Commission Report, including a discussion of Land Use Ordinances Related to Flag Lots.

Ben White reported that the restrooms are now open at the golf course and he is working with UTA on the path to the Prospector trail.

The sale of Pony Haven is expected to complete this week and the owner will select a developer.

I-15 update – the contractor is due to be finished by July 20th on the South Davis project, except the 400 North bridge which should be finished mid to late August. UDOT is working with the owners of the Chevron convenience store at 400 North and 500 West on eminent domain issues so that a southbound turn lane can be added from eastbound 400 North. Chevron wants to tear down the existing building and car wash and build a larger store with a Steak and Shake fast food restaurant inside. Their plan appears to conflict with some current city zoning regulations regarding landscape and signage. We may see them come in requesting changes to our ordinances in order to proceed with their plans. We expressed to them we want them to be successful and will work with them but have little flexibility with the existing regulations.

The Planning Commission discussed flag lots at their last meeting. Some commissioners like the existing regulations with the conditional use option and some don't want them allowed at all. The Planning Commission would like some direction to know what the city council would like. Discussion followed about the criteria proposed several years ago as a good starting point. A suggestion was made that flag lots be limited to the larger residential zones, or limitations be placed based on the size of a proposed subdivision. For example, they could be used in a subdivision with less than five lots as a way to fill in holes, but restrict them from being used in larger subdivisions. The consensus was to have planning commission recommend proposed language to deal with flag lots. The basic structure will be to establish minimum criteria that must be met using the old list as a starting point; use the conditional use process for eligible properties; and give the planning commission some flexibility in the process.

253 **9. Administrative Report.**
254

255 Our new waste collection provider, Ace Disposal, started yesterday. Overall we had good results
256 with some hiccups as they figure out routes, etc.
257

258 We are preparing for the primary election and will be proofing written and audio ballots this week.
259 Early voting begins July 28 and runs through August 7.
260

261 **10. Mayor/Council Reports.**
262

263 James Ahlstrom reported that he has had a few neighbors complain about safety issues at the
264 corner where 1000 North turns into 550 West. It is a blind corner with no sidewalk and there have
265 been reports of a lot of near misses. Duane Huffman acknowledged that the city has been looking at
266 that street. There was discussion about possible fixes. Council member Bruhn reminded them that
267 money was added to the sidewalk budget to deal with these kinds of issues. Duane Huffman pointed
268 out that correcting the issues on this corner would likely use all the money in that fund. There was
269 discussion about getting volunteers to help the resident remove/cut the trees and shrubs. Ben White
270 added that public works restriped the corner a couple years ago to move traffic farther away from the
271 corner which helped a little.
272

273 Mark Preece had distributed the South Davis Sewer district annual reports to each council
274 member and commented that the District is doing well. He said they are moving forward with the
275 methane fuel reclamation. He also commented that the Safety fair went well from a CERT/EmPAC
276 perspective.
277

278 James Bruhn expressed his appreciation for all the hard work that went into the Independence
279 Day festivities. He heard good comments from lots of people and observed an increase in the size of
280 the crowds for both days of the event.

281 He asked about the Horrocks home on Pages Lane that had a history of drainage issues,
282 which the City agreed to front the money for curb, gutter and sidewalk. The house is now up for
283 sale. Duane Huffman responded that city council approved the agreement last fall, but the Horrocks
284 never signed it. It was too late in the year to do the paving work. There was a question of whether it
285 was a condition of building the garage, and Mr. Huffman and Mr. White responded that it was not a
286 condition of the building permit.
287

288 Debbie McKean thanked Council, the Mayor, staff, and everyone involved in making
289 Independence Day activities a success - it was awesome. She said the Safety fair was over the top.
290 Next year Leslie Leger will be the parade chair. She asked if there was a desire to make any changes
291 to the fireworks, and everyone thought they did a great job for a good price.
292

293 Kelly Enquist complimented everyone involved in Independence Day activities for a great
294 job. He said it was very nice.
295
296
297
298

11. Approval of Minutes from the June 16, 2015 City Council Meeting.

MOTION: *James Bruhn moved to approve the minutes from the June 16, 2015 meeting as corrected. Debbie McKean seconded the Motion which PASSED by unanimous vote of all members present.*

12. (Moved to follow Item 7A above)

13. Adjourn

MOTION: *James Ahlstrom moved to adjourn this meeting of the West Bountiful City Council at 10:15 p.m. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council on Tuesday, July 21, 2015.

Cathy Brightwell (City Recorder)