

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 WORKSESSION BEGINNING AT 6:30 PM, AND A REGULAR MEETING BEGINNING AT 7:30 PM, ON TUESDAY, AUGUST 18, 2015 IN THE CITY OFFICES AT 550 N 800 WEST.

6:30 pm WORKSESSION

Economic Development Strategy Session.

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. Canvass of Votes for the West Bountiful 2015 Municipal Primary Election.
4. Consider Agreement to Amend Plat Conditions for Stringham Farm Subdivision, West Bountiful, Davis County, Utah.
5. Consider Easement Agreement for Stringham Farm Subdivision with Wendell and Mary Wild.
6. Discuss Park Improvements (pickleball, basketball, playground equipment placement).
7. Continued Discussion on Personnel Policy Re-Draft.
8. Police Report.
9. Engineering Report.
 - a. 1100 West Street Conditions at Olsen Ranches
10. Finance and Administrative Report.
11. Mayor/Council Reports.
12. Approve Minutes from the August 4, 2015 City Council Meeting.
13. Possible Executive Session for the Purpose of Discussing Items as Allowed, Pursuant to Utah Code Annotated 52-4-205.
14. 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 August 14, 2015.

WEST BOUNTIFUL VISION STATEMENT

WEST BOUNTIFUL SAMPLE 1:

West Bountiful will encourage economic development and growth through land planning, marketing, infrastructure improvements, sustainable government services, and the utilization of economic development tools and resources. Our objective is to expand our economic base in areas that will benefit our residents and capitalize on local and regional economic opportunities.

WEST BOUNTIFUL SAMPLE 2:

West Bountiful will manage new growth through land planning, infrastructure planning and sustainable government services to preserve open space, neighborhood and residential privacy, and lower density residential development. Our objective is to preserve the rural character of our community while ensuring government services are sustainable for future generations.

OTHER EXAMPLES

MAPLETON, UTAH

VISION STATEMENT

- We are a unique community retaining a peaceful, country atmosphere through rural master planning.
- We are citizens who participate in deciding matters that affect us, help our neighbors, and, when necessary, subordinate self-interests for the good of all.
- Preserve the beauty of our community and surroundings.
- Promote family values and community effort in order to maintain safe and friendly neighborhoods.
- Have well-planned, accessible, open areas.
- Encourage economic development as it harmonizes with our community lifestyle.
- Because we hold true to these principles, our community offers a quality lifestyle for a family environment. In summary, We have controlled growth with community input.

We Encourage:

- Family-oriented activities and facilities.
- Clean air and water.
- Preserving and planting trees.
- Gross density planning.
- Preserving animal rights.
- Pooling and sharing resources, facilities, and ideas with other communities.
- Maintaining our own police, fire, and emergency services.
- Aesthetic building and style codes for industrial and commercial areas.
- A general vote on issues with city-wide impact.
- Volunteerism.
- Preserving the beauty of Maple Mountain.
- Agriculture, parks, green spaces, trails and paths to accommodate walking, horseback riding and bicycling.

We Discourage:

- Growth at the cost of: open space, neighborhood privacy, health and safety, and ability to provide service.
- Dense road grids.
- High density housing.
- Development on the mountainsides.

ST. GEORGE, UTAH

VISION STATEMENT

The City of St. George will have the top performing economy and be recognized as the State of Utah's best place to live, learn, play, work, and do business.

MISSION STATEMENT

In collaboration with our partners, assist the Mayor, City Council and City Administration in advancing our economy by championing the city's economic development vision and by administering local, state and federal programs and initiatives to help visitors, citizens, businesses, and our community.

PASCO COUNTY, FLORIDA

The Economic Development Plan has been shaped and driven by the following overall vision statement: Pasco will develop and implement an award-winning transformational model for planned urbanism, place making, redevelopment, and the integration of natural and built environments.

RICHLAND WASHINGTON

VISION STATEMENT

To be a creative, highly trained and professional municipal economic development organization capable of favorable comparison with the best economic development organizations in the nation.

MISSION STATEMENT

- Create meaningful employment opportunities for all of the citizens of the city
- Expand the economy to provide a stable and growing tax base for the operations of city government
- Facilitate the growth, diversification and stability of the Richland economy

CITY OF NEWARK, DELAWARE

VISION STATEMENT AND GOALS

In 2020, Newark, Delaware will be internationally recognized as a regional hub of science, technology, and higher education. Its research, science, and technology sector will be the core of a diversified economy providing well-paying jobs for workers from a multi-state area. Downtown Newark and its shopping and entertainment opportunities will be a destination for both regional residents and global visitors, as well as a sought-after business location. Newark's economic sector will be a key component of its highly desirable quality of life.

ECONOMIC DEVELOPMENT GOALS

The unifying theme of the City's economic development program, as reflected in the Economic Development Master Plan, is to create and sustain a multi-faceted economic base that includes research and development, technology-oriented and other manufacturing, office operations, retail and services, and other types of uses that may find Newark an attractive location. This will be accomplished through a combination of:

- Diversified business attraction
- Existing business outreach and assistance for retention and expansion
- Entrepreneurship and small business development
- Sustainable downtown physical and economic vitality
- Community development and redevelopment

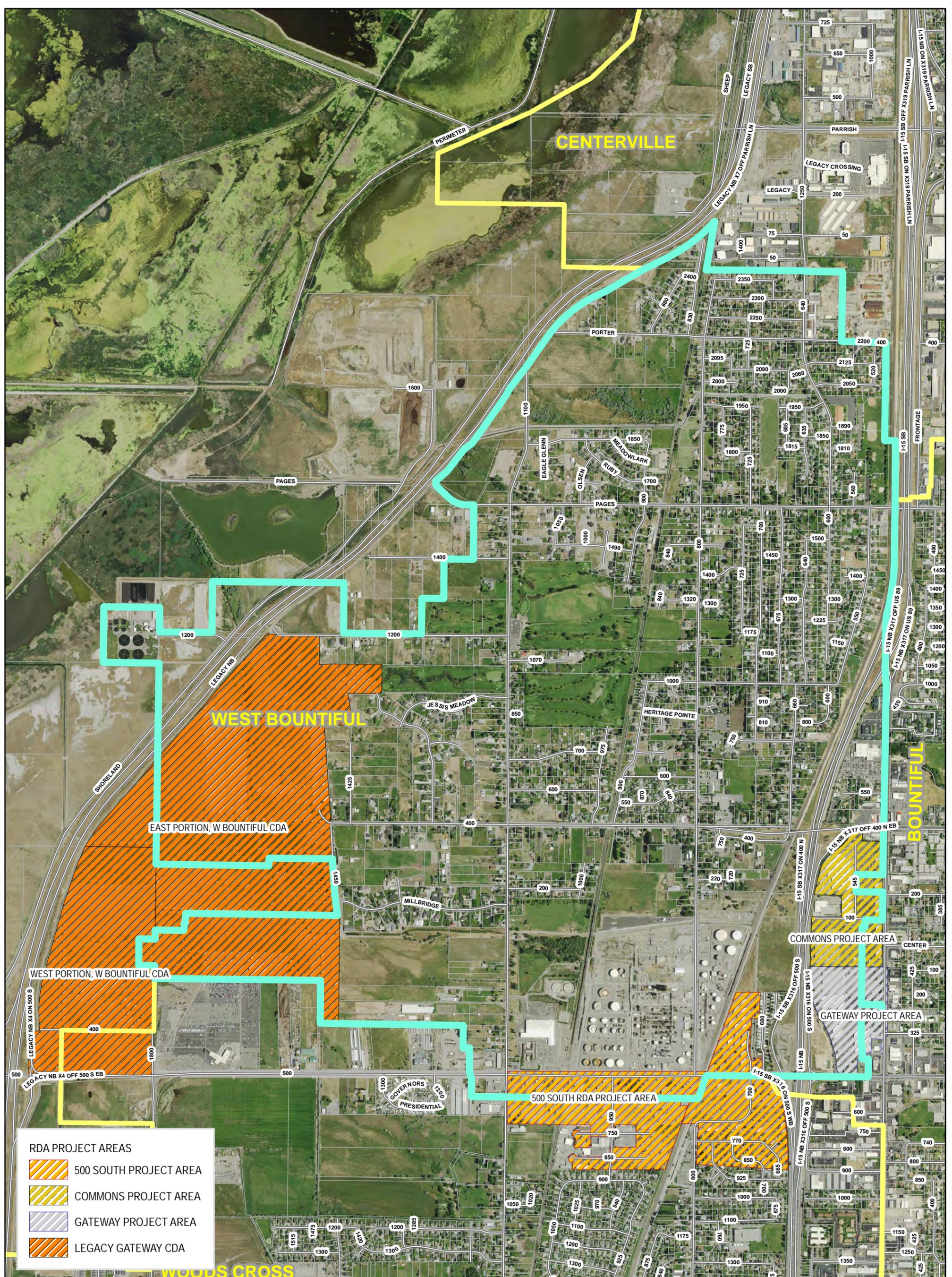
CITY OF FERRIS, TEXAS

VISION STATEMENT

Preserving the historic downtown area, Ferris will be a sound economic competitor, providing opportunities for new commercial, industrial, and residential development which does not appreciably alter the historic nature of the community.

MISSION STATEMENT

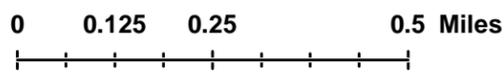
To promote economic development in the City of Ferris through the attraction of new high wage business and industry and the retention of existing businesses and industries. This will be accomplished by providing the resources that enable development and presenting the City of Ferris as the preferred industrial, commercial, and residential choice.



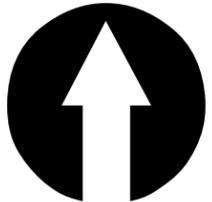
- RDA PROJECT AREAS**
-  500 SOUTH PROJECT AREA
 -  COMMONS PROJECT AREA
 -  GATEWAY PROJECT AREA
 -  LEGACY GATEWAY CDA

WEST BOUNTIFUL ECONOMIC STRATEGIC PLANNING

 WEST BOUNTIFUL



Instructions:
Shade areas that you believe should be the primary focus areas of future economic growth. Describe what types of development you think should be promoted in these areas.



MEMORANDUM



TO: Mayor and City Council Members

DATE: August 13, 2015

FROM: Duane Huffman, Cathy Brightwell

RE: 2015 Primary Election – Canvass of Returns

Pursuant Utah Code 20A-4-301(2), following each municipal election the Mayor and City Council must meet in their role as the Board of Municipal Canvassers for the municipality at least 7 days, but no later than 14 days, following the election.

At this meeting, the board of canvassers shall:

- 1) Review the number of votes for each candidate by precinct;
- 2) Declare “elected” those candidates that have the highest number of votes; and
- 3) Sign the canvass report

A copy of the official report will be available for your review at the meeting on August 18. The official poll books are also available for your review to confirm ballot counts.

Official Election Results
Davis County
Municipal Election
Held August 11, 2015
West Bountiful City Council

Registered Voters: 2788 - Ballots Cast: 368 13.20%

JAMES BRUHN	231	23.10%
JAMES L. AHLSTROM	225	22.50%
DEBBIE K. MCKEAN	178	17.80%
ANDREW F. WILLIAMS	144	14.40%
SCOTT F. STRONG	91	9.10%
ALAN MALAN	90	9.00%
BRADY TRACY	41	4.10%

Official Results Davis County, Utah Municipal Election Held on August 11, 2015		Canvass			West Bountiful City Council								
		Registered Voters	Ballots Cast	Turnout	Registered Voters	Ballots Cast	ALAN MALAN	DEBBIE K. MCKEAN	ANDREW F. WILLIAMS	JAMES L. AHLSTROM	SCOTT F. STRONG	BRADY TRACY	JAMES BRUHN
West Bountiful 1	Polling	631	36	5.71%	631	36	5	20	11	29	7	1	29
	Early Voting	631	15	2.38%	631	15	5	7	5	10	3	2	11
	Absentee	631	6	0.95%	631	6	-	4	1	5	1	1	5
	Provisional-Paper	631	1	0.16%	631	1	-	-	-	-	-	-	1
	Paper at Polls	631	0	0.00%	631	-	-	-	-	-	-	-	-
	Total	631	58	9.19%	631	58	10	31	17	44	11	4	46
West Bountiful 2	Polling	884	60	6.79%	884	60	12	34	17	50	13	6	44
	Early Voting	884	28	3.17%	884	28	13	17	5	23	3	2	19
	Absentee	884	44	4.98%	884	44	14	26	6	37	10	7	24
	Provisional-Paper	884	0	0.00%	884	-	-	-	-	-	-	-	-
	Paper at Polls	884	0	0.00%	884	-	-	-	-	-	-	-	-
	Total	884	132	14.93%	884	132	39	77	28	110	26	15	87
West Bountiful 3	Polling	877	70	7.98%	877	70	22	32	40	30	13	9	48
	Early Voting	877	17	1.94%	877	17	2	8	6	11	6	1	11
	Absentee	877	24	2.74%	877	24	7	14	6	8	4	3	18
	Provisional-Paper	877	2	0.23%	877	2	-	2	2	-	1	-	1
	Paper at Polls	877	0	0.00%	877	-	-	-	-	-	-	-	-
	Total	877	113	12.88%	877	113	31	56	54	49	24	13	78
West Bountiful 4	Polling	396	30	7.58%	396	30	3	10	25	13	12	3	8
	Early Voting	396	3	0.76%	396	3	-	-	3	1	-	2	1
	Absentee	396	29	7.32%	396	29	6	4	16	6	16	2	10
	Provisional-Paper	396	2	0.51%	396	2	-	-	1	1	1	2	1
	Paper at Polls	396	1	0.25%	396	1	1	-	-	1	1	-	-
	Total	396	65	16.41%	396	65	10	14	45	22	30	9	20
Grand Totals	Polling	2,788	196	7.03%	2,788	196	42	96	93	122	45	19	129
	Early Voting	2,788	63	2.26%	2,788	63	20	32	19	45	12	7	42
	Absentee	2,788	103	3.69%	2,788	103	27	48	29	56	31	13	57
	Provisional-Paper	2,788	5	0.18%	2,788	5	-	2	3	1	2	2	3
	Paper at Polls	2,788	1	0.04%	2,788	1	1	-	-	1	1	-	-
	Total	2,788	368	13.20%	2,788	368	90	178	144	225	91	41	231

Official Results Davis County, Utah Municipal Primary Election August 11, 2015	Registered Voters	Election Night Result Breakdown						Post Election Night Breakdown				Final Totals
		Early Votes Cast on Voting Machines	By Mail Ballots Pre-Election Day	Election Day Cast on Voting Machines	Vote Center Votes	Unflagged Provisionals	Totals as of Election Night	By-Mail After Ballots Post Election Day	Total Provisional Ballots	Paper at the Polls	Total Post Election Night	
West Bountiful 1	631	15	6	36	0	0	57	0	1	0	1	58
West Bountiful 2	884	28	34	59	0	0	121	10	1	0	11	132
West Bountiful 3	877	17	19	67	0	0	103	5	5	0	10	113
West Bountiful 4	396	3	29	30	0	0	62	0	2	1	3	65
Totals	2788	63	88	192	0	0	343	15	9	1	25	368

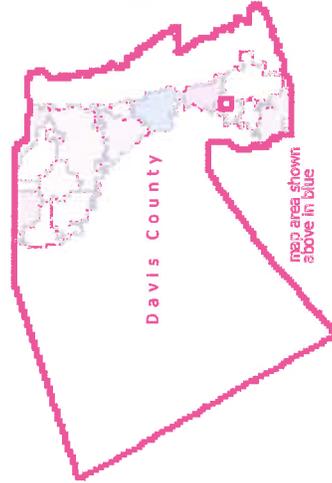
Municipal City Primary
August 11, 2015
Summary of By-Mail and
Provisional Ballots
Not Counted

	Total ballots not counted	Already Voted	No Proof of Identity	No Proof of Residency	No Signature	Signature did not match	Empty Envelope	Not Timely
Centerville By-Mail	7				3			4
Centerville Provisional	0							
Farmington By-Mail	30				4	9		17
Farmington Provisional	0							
Kaysville By-Mail	54				12	16	1	25
Kaysville Provisional	0							
Layton By-Mail	20				3	4		13
Layton Provisional	0							
South Weber By-Mail	3				2			1
South Weber Provisional	2			2				
Syracuse By-Mail	21		3		5	8	1	4
Syracuse Provisional	0							
West Bountiful By-Mail	0							
West Bountiful Provisional	0							
West Point By-Mail	4							4
West Point Provisional	0							
Benchtland Water District By-Mail	3				1			2
Benchtland Water District Provisional	0							
Total By-Mail Not Counted	142							
Total Provisional Not Counted	2							
Total	144		3	2	30	37	2	70

Davis County
Voting Precinct

WB02

- US Congressional District: 2
- Utah Senate District: 23
- Utah House District: 20
- Utah School Board District: 5
- Davis School Board District: 2



**AGREEMENT TO AMEND CONDITIONS OF PLAT APPROVAL FOR THE
STRINGHAM FARM SUBDIVISION
WEST BOUNTIFUL, DAVIS COUNTY, UTAH**

THIS AGREEMENT TO AMEND PLAT CONDITIONS (the "Agreement") is made and entered into this ___ day of August, 2015, by and between WENDELL WILD and MARY WILD (collectively referred to herein as "Developer"), and WEST BOUNTIFUL CITY, a municipal corporation and political subdivision of Davis County, State of Utah (referred to herein as "City"). Developer and City are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Developer is the owner of certain real property located in West Bountiful, Davis County, State of Utah, and desires to develop the same a Stringham Farm Subdivision (the "Subdivision") as shown on the proposed plat (the "Plat"), a copy of which is attached hereto as Attachment "1" and by this reference made a part hereof.
- B. A dispute has arisen between Developer and City with regard to certain Plat conditions imposed by City on Developer in connection with final approval of the Plat.
- C. This dispute has resulted in the filing by Developer of a Complaint in the Second District Court, in and for Davis County, State of Utah, Case No. 150700652 (the "Lawsuit").
- D. The Parties have resolved the dispute by agreement on the payment of consideration for an easement required by City and on certain amendments to Plat conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements of the Parties herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Modification To Width of Paved Access to Storm Drain. Developer and City agree that the width of the paved access between proposed Lots 4 and 5 to the storm drain on proposed Lot 9 may be reduced from twenty (20) feet in width to fourteen (14) feet in width. The Parties further acknowledge and agree that all of the other conditions of the Conditional Use Permit and Plat approval for the Subdivision remain in full force and effect.
2. Sidewalk Easement. Developer shall grant to City a six (6) foot access easement for the construction of a sidewalk (the "Sidewalk Easement") over proposed Lots 6 and 7 of the Subdivision (three (3) feet on the south boundary of Lot 6 and 3 feet on the north boundary of Lot 7 from 750 West Street (as shown on the Plat) to the western boundary of the Subdivision).

The Sidewalk Easement shall be granted by separate, recordable instrument, substantially in the form of Attachment “2” attached hereto and incorporated herein by this reference. The Sidewalk Easement shall be recorded within three (3) business days of the recording of the final Subdivision Plat.

3. Consideration for Sidewalk Easement. As full consideration for the granting of the Sidewalk Easement, City shall grant to Developer the amount of \$7,500 as a reduction in development fees owed by Developer to City.

4. Dismissal of Lawsuit. Within three (3) business days of the execution of this Agreement and the recording of the Sidewalk Easement, Developer shall cause the Lawsuit to be dismissed, with prejudice.

5. Mutual General Release. As part of this Agreement, except for the specific obligations of the Parties as described in this Agreement, Developer and the City for and on behalf of themselves and their respective agents, owners, members, managers, indemnitors, insurers, successors, and assigns, hereby release and forever discharge the other Party, together with their officers, employees, agents, owners, members, managers, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney’s fees, arising out of or in any way related to the Lawsuit and the subject matter of this Agreement.

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and neither Party is relying on any verbal representations or other communications not expressly contained in this Agreement. This Agreement shall not be modified or amended except by written instrument executed by both Parties.

7. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Severability. If any provision hereof is found to be unenforceable for any reason, the Parties agree that those portions of Agreement found to be unenforceable shall be severed herefrom and the Parties agree to amend the Agreement in such a fashion so as to carry out the intentions of the Parties as set forth herein.

9. Enforcement. Should it become necessary for either Party to enforce the terms of this Agreement against the other Party, the Party found by a court of competent jurisdiction to be in default under this Agreement shall be liable for and shall pay all costs and fees, including attorneys’ fees, incurred by the non-defaulting Party in enforcing this Agreement against the Party found to be in default.

10. Governing Law. This Agreement is made and entered into in the state of Utah and shall be governed and construed in accordance with the laws of such state.

IN WITNESS WHEREOF, the Parties have executed or caused these presents to be executed by their duly authorized authorities as of the day and year first above written.

DEVELOPER:

WENDELL WILD

MARY WILD

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of August, 2015, personally appeared before me Wendell Wild and Mary Wild, who acknowledged to me that they signed the within and foregoing instrument.

NOTARY PUBLIC

CITY:

WEST BOUNTIFUL CITY, a municipal corporation

By: _____
Name: _____
Title: Mayor

Attest:

City Recorder

ATTACHMENT "1"

**PROPOSED SUBDIVISION PLAT
FOR
STRINGHAM FARMS SUBDIVISION**

(ATTACHED)

Corrected Boundary Description for Stringham Farm Subdivision

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 00°02'54" EAST ALONG THE SECTION LINE 230.96 FEET AND NORTH 89°50'22" EAST ALONG THE SOUTH LINE OF 1000 NORTH STREET, 237.60 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°50'22" EAST ALONG SAID SOUTH LINE OF 1000 NORTH STREET 252.62 FEET TO THE WEST LINE OF MOSS ESTATES PLAT "A" SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 00°26'48" EAST ALONG SAID WEST LINE 660.32 FEET TO THE NORTH LINE OF MOSS ESTATES PLAT "B" SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID NORTH LINE OF SAID PLAT "B" AND THE NORTH LINE OF MOSS FARMS ESTATES PLAT "C", SOUTH 89°52'48" WEST 252.62 FEET; THENCE NORTH 00°26'48" WEST 660.14 FEET TO THE SOUTH LINE OF 1000 NORTH STREET, AND THE POINT OF BEGINNING.

CONTAINS 3.83 ACRES

ATTACHMENT "2"

FORM OF EASEMENT

(ATTACHED)

Recorded at the request of and
after recording return to:

David P. Hirschi, Esq.
Hirschi Steele & Baer, PLLC
136 E. South Temple, Suite 1650
Salt Lake City, Utah 84111

Tax Parcel No. 06-037-0024

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of August, 2015, by and between WENDELL WILD and MARY WILD (collectively referred to herein as "Developer"), and WEST BOUNTIFUL CITY, a municipal corporation and political subdivision of Davis County, State of Utah (referred to herein as "City"). Developer and City are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Developer is the owner of certain real property located in West Bountiful, Davis County, State of Utah, known as Lots 1 through 9 as shown and described on the Plat of the Stringham Farm Subdivision (the "Plat"), a draft copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, which Plat also contains the Boundary Description of the Stringham Farm Subdivision ("Subdivision"), Tax Serial No. 06-037-0024
- B. As a condition of approval of the Subdivision, City requires that Developer grant to City a six (6) foot easement for access between Lots 6 and 7 as shown on the Plat to the west boundary of the Subdivision (the "Easement"), which Easement is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference
- C. Developer is willing to grant the Easement to the City in accordance with the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements of the Parties herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Developer hereby grants, warrants and conveys to City the Easement, consisting of a perpetual easement to construct, install, reconstruct, operate, repair, and replace a sidewalk for access from 750 West Street to the west boundary of the Subdivision lying between Lots 6 and 7 of the Subdivision (three (3) feet along the south boundary of Lot 6

and three (3) feet along the north boundary of Lot 7), as more particularly described in Exhibit “B” attached hereto and by this reference made a part hereof.

2. Limited Use Easement. The Easement granted herein is for the construction of a sidewalk and use of the Easement property for access purposes and for no other purpose whatsoever.

3. City’s Responsibility to Construct Sidewalk and Privacy Fences. City shall be solely responsible for the construction of the sidewalk and such privacy fences as may be necessary to protect the privacy and security of the owners of Lots 6 and 7, as determined at the option of the City and the future owners of Lots 6 and 7. Any such privacy fences as may be mutually agreed upon shall be constructed on Lots 6 and 7 and shall be of a type to be determined exclusively by the City.

4. Maintenance of Sidewalk. Routine maintenance of the sidewalk, privacy fences (if any) and snow removal shall be the responsibility of the owners of said Lots 6 and 7.

5. Use of Easement Property prior to Sidewalk Construction. Until such time as City elects to construct the sidewalk and privacy fences, the owners of Lots 6 and 7 shall have the right to use the Easement property at their own risk for any purpose; provided that no permanent structures or fences will be built upon the Easement by the owners of Lots 6 and 7 unless approved in writing by City, which approval shall not be unreasonably withheld provided such improvements meet all City requirements and restrictions.

6. Prior Notice of Intent to Construct Sidewalk. City will give the owners of Lots 6 and 7 not less than thirty (30) days’ written notice of its intent to construct the sidewalk and privacy fences prior to commencement of such construction.

7. Entire Agreement. This Agreement, along with the Agreement To Amend Conditions of Plat Approval For The Stringham Farm Subdivision to which this Agreement is attached as an exhibit, constitutes the entire agreement of the Parties relating to the subject matter hereof and shall not be modified or amended except by written instrument executed by both Parties.

8. Binding Agreement. This Agreement establishes this Easement as a burden on the ownership of Lots 6 and 7 upon the recordation of this Agreement in the office of the Davis County Recorder and as such, it shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. Severability. If any provision hereof is found to be unenforceable for any reason, the Parties agree that those portions of Agreement found to be unenforceable shall be severed herefrom and the Parties agree to amend the Agreement in such a fashion so as to carry out the intentions of the Parties as set forth herein.

10. Enforcement. Should it become necessary for either Party to enforce the terms of this Agreement against the other Party, the Party found by a court of competent jurisdiction to be

in default under this Agreement shall be liable for and shall pay all costs and fees, including attorneys' fees, incurred by the non-defaulting Party in enforcing this Agreement against the Party found to be in default.

11. Governing Law. This Agreement is made and entered into in the state of Utah and shall be governed and construed in accordance with the laws of such state.

[Signature Page and Notary Acknowledgment Follow]

IN WITNESS WHEREOF, the Parties have executed or caused these presents to be executed by their duly authorized authorities as of the day and year first above written.

DEVELOPER:

WENDELL WILD

MARY WILD

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of August, 2015, personally appeared before me Wendell Wild and Mary Wild, who acknowledged to me that they signed the within and foregoing instrument.

NOTARY PUBLIC

CITY:

WEST BOUNTIFUL CITY, a municipal corporation

By: _____
Name: _____
Title: Mayor

Attest:

City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of August, personally appeared before me _____, known to me to be the Mayor of West Bountiful City, who duly acknowledged to me that he executed the within and foregoing instrument on behalf of said City by authority of the City Council of West Bountiful City.

NOTARY PUBLIC

EXHIBIT "A"

**DRAFT SUBDIVISION PLAT AND BOUNDARY LINE LEGAL DESCRIPTION
FOR
STRINGHAM FARMS SUBDIVISION**

(ATTACHED)

Corrected Boundary Description for Stringham Farm Subdivision

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 00°02'54" EAST ALONG THE SECTION LINE 230.96 FEET AND NORTH 89°50'22" EAST ALONG THE SOUTH LINE OF 1000 NORTH STREET, 237.60 FEET FROM THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING; THENCE NORTH 89°50'22" EAST ALONG SAID SOUTH LINE OF 1000 NORTH STREET 252.62 FEET TO THE WEST LINE OF MOSS ESTATES PLAT "A" SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE SOUTH 00°26'48" EAST ALONG SAID WEST LINE 660.32 FEET TO THE NORTH LINE OF MOSS ESTATES PLAT "B" SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID NORTH LINE OF SAID PLAT "B" AND THE NORTH LINE OF MOSS FARMS ESTATES PLAT "C", SOUTH 89°52'48" WEST 252.62 FEET; THENCE NORTH 00°26'48" WEST 660.14 FEET TO THE SOUTH LINE OF 1000 NORTH STREET, AND THE POINT OF BEGINNING.

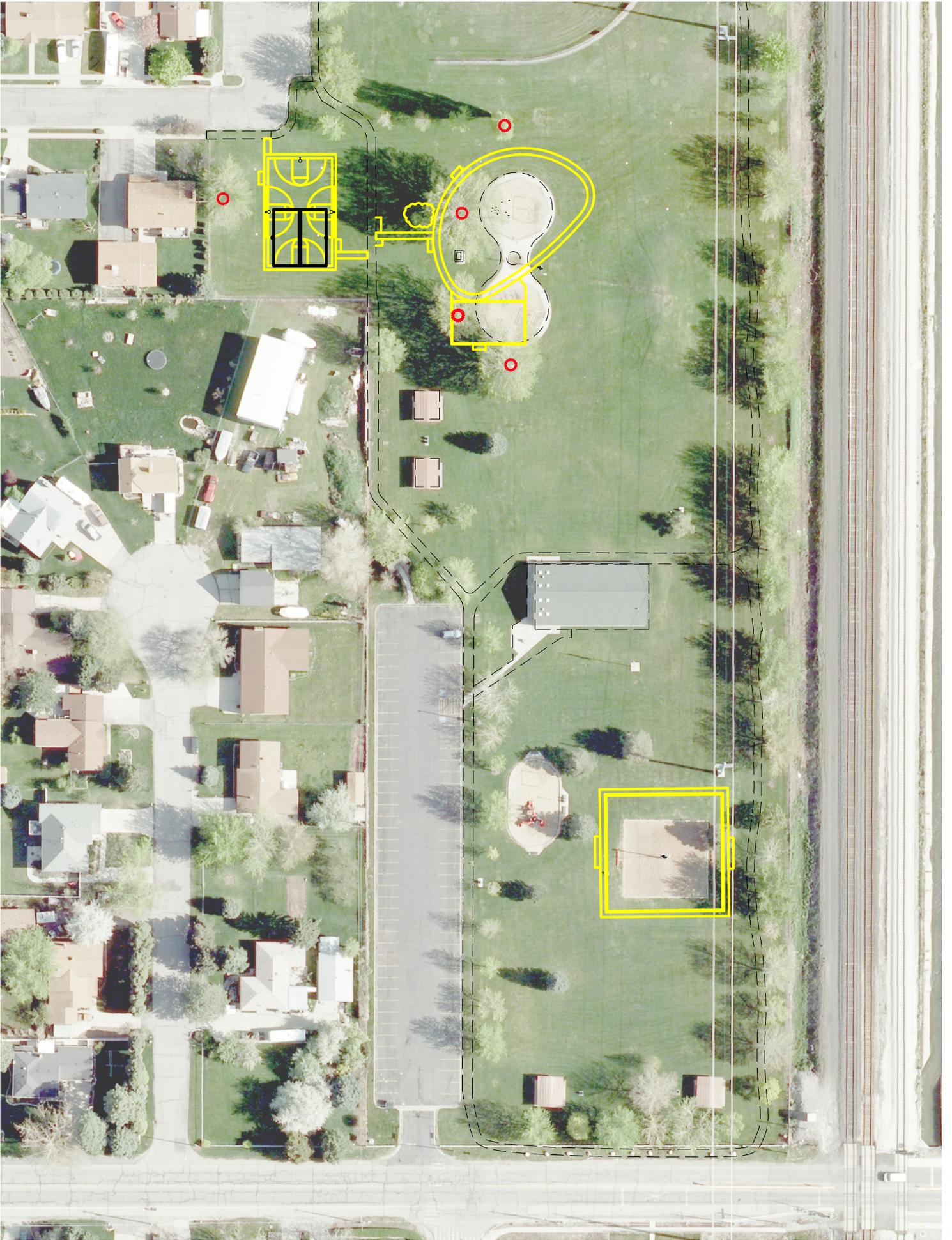
CONTAINS 3.83 ACRES

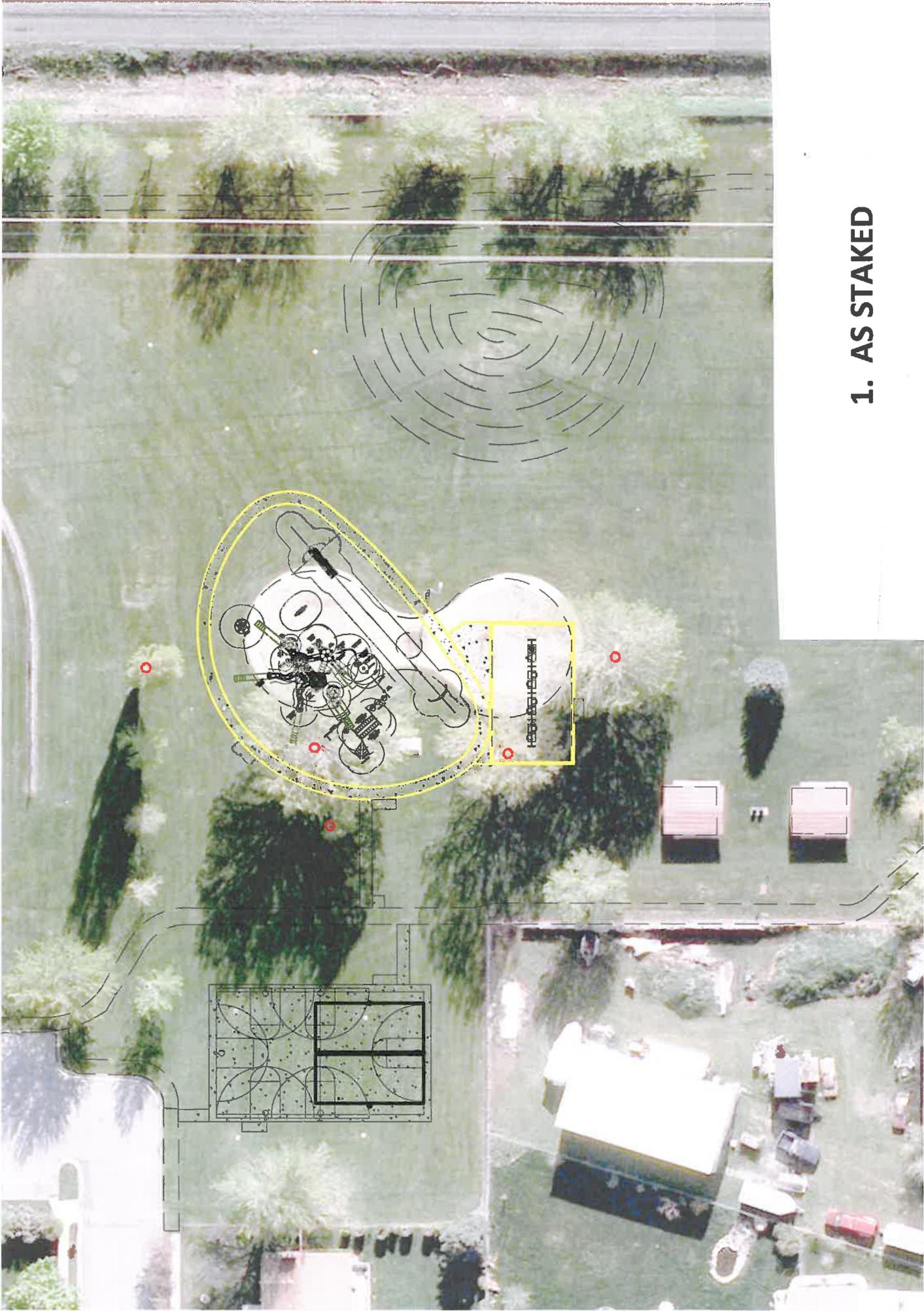
EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT

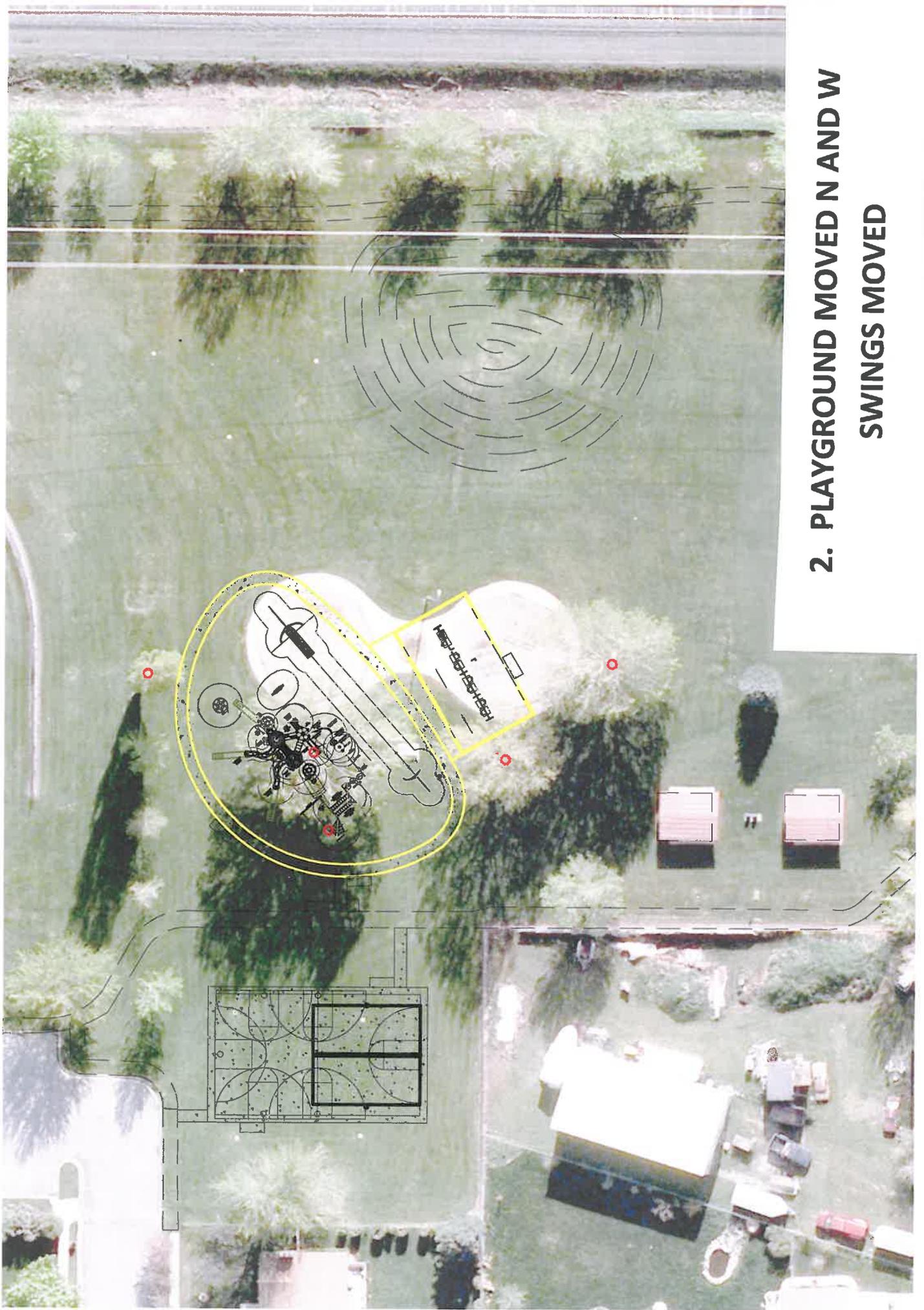
A 6-FOOT STRIP OF LAND TO BE USED AS A PUBLIC EASEMENT FOR INGRESS AND EGRESS, 3 FEET BEING ON BOTH SIDES OF THE PROPOSED SHARED LOT LINE OF PROPOSED LOT 6 AND PROPOSED LOT 7, PROPOSED STRINGHAM FARM SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE PROPOSED SOUTHWEST CORNER OF SAID PROPOSED LOT 6, SAID POINT BEING SOUTH 00°02'54" EAST 230.96 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTH LINE OF 1000 NORTH STREET AND NORTH 89°50'22" EAST 237.60 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF THE GRANTOR'S PROPERTY AND SOUTH 00°26'48" EAST 447.77 FEET ALONG THE WEST LINE OF THE GRANTOR'S PROPERTY FROM THE NORTH QUARTER CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 00°26'48" WEST 3.00 FEET ALONG THE WESTERLY LINE OF SAID PROPOSED LOT 6; THENCE NORTH 89°33'12" EAST 85.11 FEET PARALLEL TO SAID PROPOSED SHARED LOT LINE TO THE WESTERLY LINE OF PROPOSED 750 WEST STREET, SAID POINT BEING ON A 50-FOOT-RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 6.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°52'47", CHORD BEARS SOUTH 00°26'48" EAST 6.00 FEET; THENCE SOUTH 89°33'12" WEST 85.11 FEET PARALLEL TO SAID PROPOSED SHARED LOT LINE TO THE WESTERLY LINE OF SAID PROPOSED LOT 7; THENCE NORTH 00°26'48" WEST 3.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

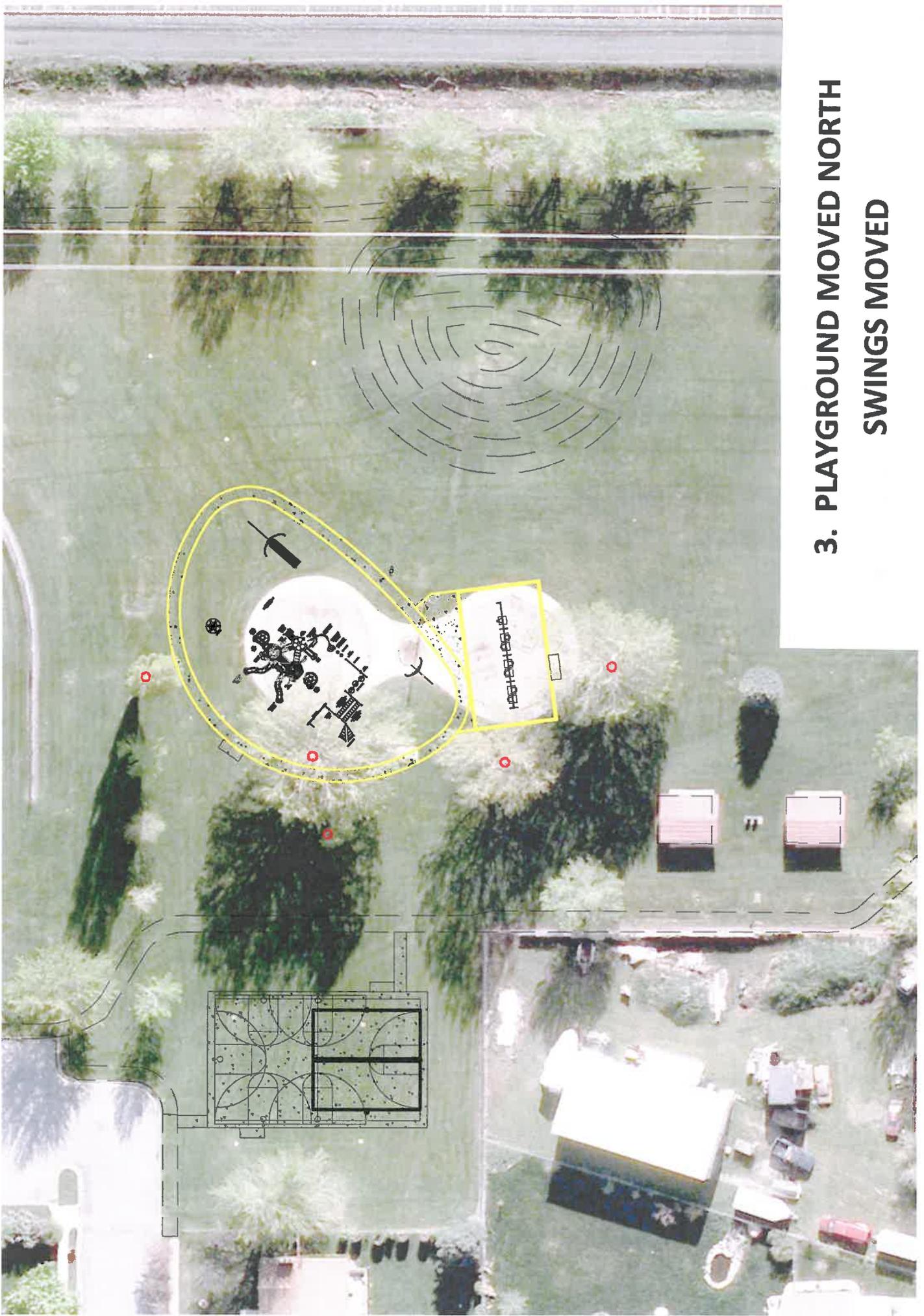




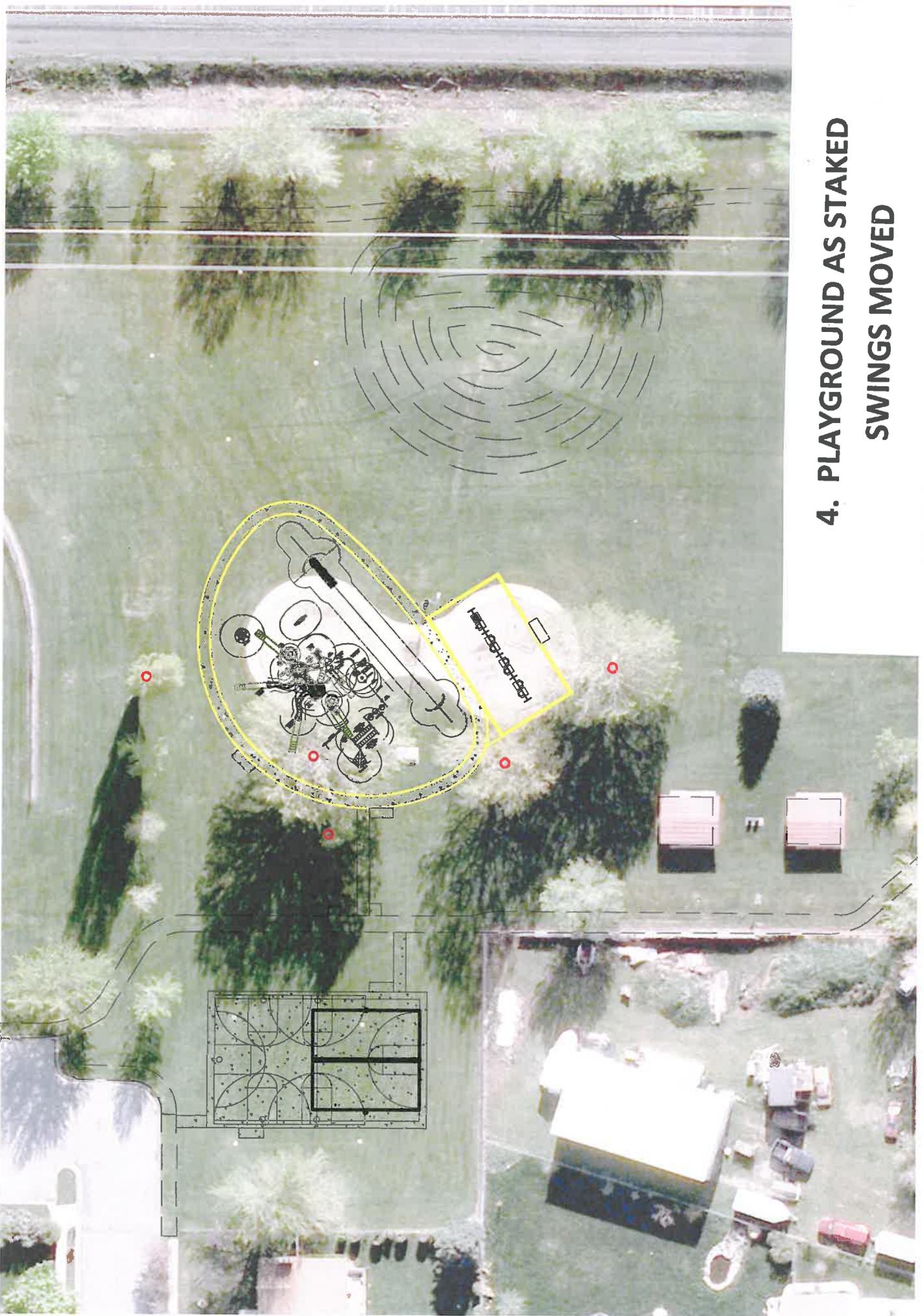
1. AS STAKED



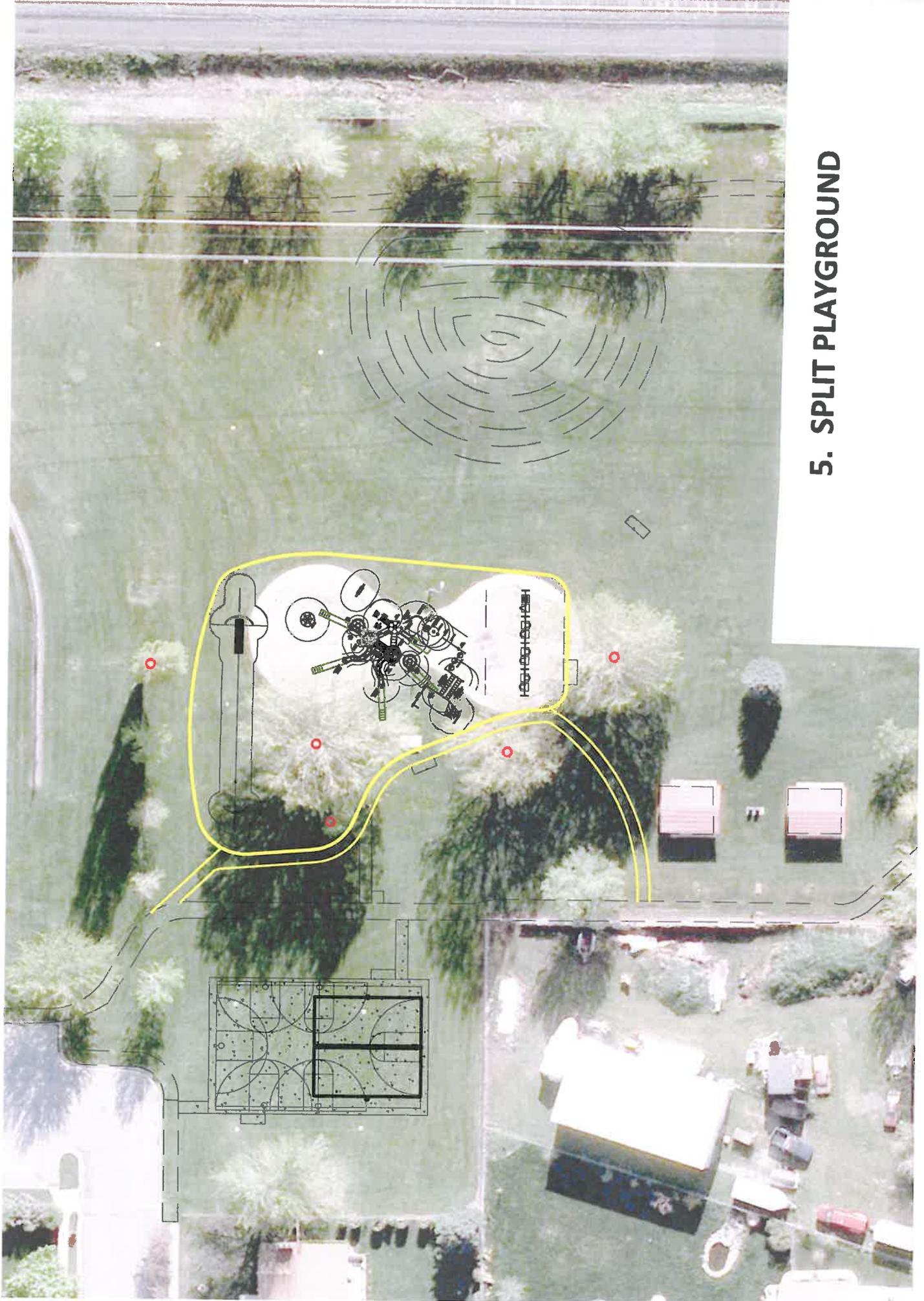
2. PLAYGROUND MOVED N AND W SWINGS MOVED



**3. PLAYGROUND MOVED NORTH
SWINGS MOVED**



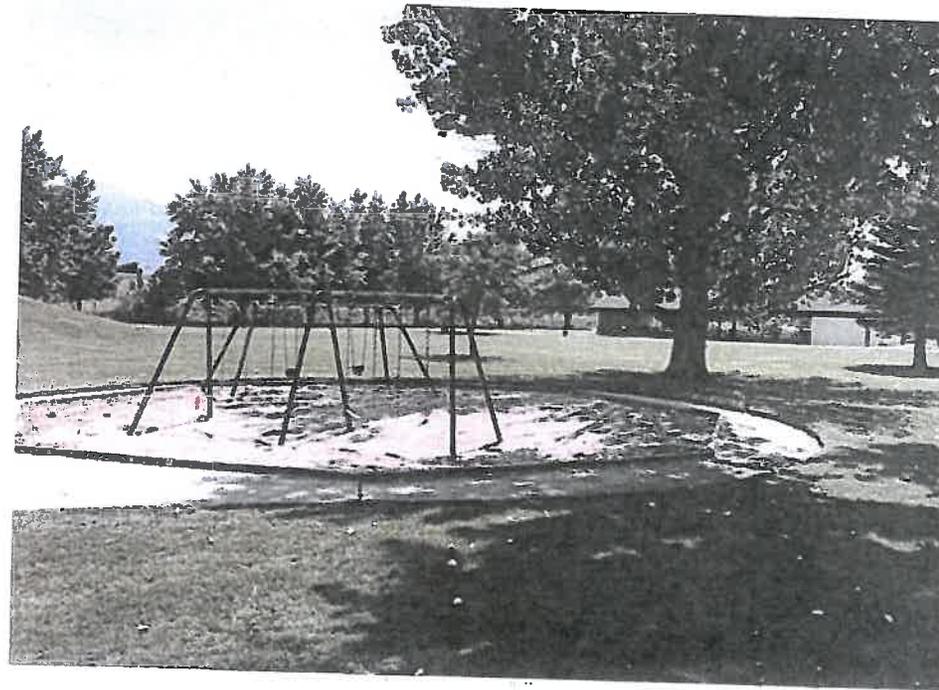
4. PLAYGROUND AS STAKED SWINGS MOVED



5. SPLIT PLAYGROUND



11:00 am



1:00 pm



3:00 pm



5:00 pm

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 August, 2015

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

Reserve Officer Program

No information to report

Alcohol Officer Program

No new information to report.

Crossing Guards

Only Lavern Greaves is interest in being a substitute crossing guard at this time.

Our two applicants that wanted to fill the open crossing guard position said they only want to do it as “subs” now. This will leave us one crossing guard short. We are hoping to be able to use a sub until we can find a person interested in being the full time crossing guard.

The Annual crossing guard training will be held on August 20, 2015.

Personnel

EMPAC

The August meeting will be cancelled

General Information

New officer testing went well. We had 22 applicants of which 21 met the minimum qualifications. Only 14 showed up for test testing. We are going to invite the top 10 back for interviews on Monday, August 17th.

On August 12, 2015 we arrest Washington State’s most wanted fugitive at the Country Inn and Suites.

West Bountiful Police Department

Department Summary

7/1/2015 to 7/31/2015

Arrests

10

Adult	9	90.0%
Juvenile	1	10.0%

Activities

1,133

Admin	168	14.8%
Assist	114	10.1%
Community Relations	20	1.8%
Investigation	56	4.9%
Patrol	92	8.1%
Property	6	0.5%
Security	418	36.9%
Service Call	66	5.8%
Suspicious Activity	38	3.4%
Traffic	137	12.1%
Vehicle Accident	18	1.6%

Shift Time and Percent Accounted

940 hr. 29 min.

56.4%

Reports

188

CITATION REPORT	48	25.5%
INCIDENT REPORT	93	49.5%
OFFICER INFORMATION	45	23.9%
POLICE VEHICLE IMPOUND	2	1.1%

Department Summary

Crime Offenses

46

ANIMAL CONTROL	2	4.3%
ASSAULT	1	2.2%
BURGLARY	3	6.5%
CITY CODES	1	2.2%
DAMAGE PROPERTY	3	6.5%
DANGEROUS DRUGS	2	4.3%
FAMILY OFFENSE	5	10.9%
FOUND/LOST PROPERTY	1	2.2%
FRAUD	1	2.2%
JUVENILE STATUS OFFENSES	1	2.2%
MISSING PERSONS	1	2.2%
PRIVACY VIOLATIONS	4	8.7%
PUBLIC ORDER	1	2.2%
PUBLIC PEACE	2	4.3%
ROBBERY	1	2.2%
SEX ASSAULT	2	4.3%
STOLEN VEHICLE	1	2.2%
THEFT	5	10.9%
TRAFFIC OFFENSE	7	15.2%
WARRANT SERVICE	2	4.3%

Accidents

17

Citation Violations

59

DUI	1	1.7%
Fix it	2	3.4%
Misdemeanor	7	11.9%
Traffic	36	61.0%
Warning	13	22.0%

West Bountiful City Finance Report

As of July 31, 2015 (8% of the Year)

The following tables provide a snapshot of the City's financial status as of July 31, 2015. The following are items of note (highlighted in yellow on the tables below):

General Note: In looking at the first month of the year, the size of the data we are looking at is comparatively small. Things that look off in one month will usually be corrected as the year goes on.

Line 1: The difference in year-to-year is from how the County has distributed property taxes. This should even out as the year goes on.

Line 44: As proof of the current building boom, impact fees are up compared to the same month last year. This is also the primary cause the Water and Storm Water revenues are higher than last year.

Line 69: This number is an estimate based on raw data. In attempt to get the first report of the year out as early as possible, we have issued this report before all final revenues have been booked into the system.

Capital Projects: Line items for large projects will be added as the year goes on.

	Prior YTD	Current YTD	Budget	YTD % of Budget
General Fund Revenues				
1 Taxes	\$555,617	\$216,276	\$3,434,699	6%
2 Licenses and Permits	\$21,417	\$12,829	\$89,750	14%
3 Intergovernmental	\$700	\$26	\$208,000	0%
4 Charges for Services	\$744	\$735	\$25,200	3%
5 Fines	\$6,539	\$4,612	\$80,000	6%
6 Misc	\$1,388	\$4,063	\$13,000	31%
7 Contributions/Transfers	\$0	\$0	\$226,200	0%
8 Total	\$586,405	\$238,541	\$4,076,849	6%
9				
10 General Fund Expenditures				
11 Legislative	\$1,017	\$4,084	\$48,281	8%
12 Court	\$1,945	\$2,030	\$24,500	8%
13 Administrative	\$17,772	\$18,641	\$265,843	7%
14 Engineering	\$8,465	\$5,926	\$76,226	8%
15 Non-Departmental	\$15,197	\$11,877	\$202,300	6%
16 Govt. Buildings	\$4,443	\$2,665	\$94,000	3%
17 Planning/Zoning	\$3,330	\$2,250	\$40,336	6%
18 Police	\$69,138	\$59,648	\$1,033,637	6%
19 Fire	\$106,609	\$118,819	\$480,029	25%
20 Streets	\$12,641	\$8,651	\$242,529	4%
21 Class C	\$11,395	\$0	\$195,500	0%
22 Parks	\$16,015	\$16,256	\$243,538	7%
23 Debt	\$0	\$0	\$156,000	0%
24 Transfers/Sales Sharing	\$44,066	\$0	\$985,015	0%
25 Total	\$312,034	\$250,848	\$4,087,734	6%

	Prior YTD	Current YTD	Budget	YTD % of Budget	
26					
27	RAP Tax Fund				
28	Revenues	\$18,114	\$16,659	\$224,334	7%
29	Expenditures				
30	Equipment	\$0	\$328	\$0	#DIV/0!
31	Park Improvements	\$2,666	\$0	\$200,000	0%
32	Legacy Trail	\$0	\$0	\$0	#DIV/0!
33	Trail Protection	\$0	\$0	\$0	#DIV/0!
34	Restroom	\$0	\$0	\$0	#DIV/0!
35	General Fund Trans	\$0	\$0	\$4,500	0%
36	Fund Balance	\$0	\$0	\$20,834	0%
37	Total Expend	\$2,666	\$328	\$225,334	0%
38					
39	RDA Fund				
40	Revenues	\$31	\$0	\$500,200	0%
41	Expenditures	\$4,444	\$5,213	\$500,199	1%
42					
43	Impact Fees				
44	Revenues	\$5,288	\$21,112	\$83,615	25%
45	Expenditures	\$0	\$203	\$293,615	0%
46					
47	Jessi's Meadows				
48	Revenues	\$0	\$0	\$12,025	0%
49	Expenditures	\$0	\$0	\$12,025	0%
50					
51	Streets Capital				
52	Revenues	\$41	\$0	\$212,500	0%
53	Expenditures	\$0	\$0	\$641,000	0%
54					
55	Water				
56	Revenues	\$127,375	\$134,597	\$2,541,984	5%
57	Expend (non-capital)	\$30,481	\$27,302	\$955,132	3%
58	Capital	\$0	\$32,663	\$2,672,000	1%
59					
60	Solid Waste				
61	Revenues	\$31,039	\$31,235	\$382,248	8%
62	Expenditures	\$26,588	\$12,973	\$366,904	4%
63					
64	Storm Water				
65	Revenues	\$8,129	\$16,359	\$117,000	14%
66	Expenditures	\$7,613	\$14,024	\$321,358	4%
67					
68	Golf				
69	Revenues	\$109,395	\$122,000	\$1,074,461	11%
70	Expenditures				
71	Pro-Shop	\$24,432	\$17,367	\$289,001	6%
72	Grounds	\$45,530	\$38,763	\$423,417	9%
73	Range	\$7,318	\$5,225	\$27,554	19%
74	Café/Merch	\$6,777	\$10,886	\$92,000	12%
75	Debt	\$7,585	\$0	\$246,971	0%
76	Total	\$91,641	\$72,242	\$1,078,943	7%

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

3
4 Those in attendance:

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

8
9 **EXCUSED:**

10
11 **STAFF:** Duane Huffman (City Administrator), Steve Doxey (City Attorney), Chief Todd
12 Hixson, Steve Maughan (Public Works Director), Cathy Brightwell (City Recorder/
13 Secretary)

14
15 **VISITORS:** Alan Malan, Andy Williams, David Boswell, Rob Page, Trent Vest, Dennis
16 Vest, Nate Southerland, Kim McKean, Boy Scout Troop 209 and Troop 290

17
18
19 Mayor Romney called the Regular meeting to order at 7:30 pm.

20
21 Troop 209 recited the Scout Oath, Troop 290 gave the Scout Law and led the Pledge of Allegiance.

22
23 **1. Accept Agenda**

24
25 **MOTION:** *Debbie McKean moved to approve the agenda with recognition that the*
26 *order may need to change based on the city attorney's need to leave by 9pm.*
27 *James Bruhn seconded the Motion which PASSED by unanimous vote of*
28 *all members present.*

29
30
31 **2. Public Comment.**

32
33 No public comment was given.

34
35 Mayor Romney told the audience that West Bountiful received an award for having the best
36 drinking water in the state, and the Council distributed celebratory water drop squeeze balls to the
37 audience. He also suggested to the boy scouts in attendance that they should consider submitting an
38 application for youth city council. He told them they can get applications in to Tonya Boswell and/or
39 Council member Preece by the end of the week.

40
41
42 **3. Presentation by Davis County School District.**

43 Pam Park, Assistant Superintendent, and Tim Leffel, Administrator over Finance &
44 Accounting, presented information on the upcoming \$298m school building bond and showed a
45 short video, *Room to Learn*; an overview of needed projects. They explained that growth is the

46 biggest issue; 11k growth in enrollment has forced significant increases in the number of portable
47 classrooms in use and putting several schools on year round schedules. The biggest immediate
48 needs in the District are a new high school in Farmington; a new junior high school in west Layton;
49 one new elementary school or a rebuild of an existing elementary school in West Kaysville;
50 remodeling at Viewmont, Woods Cross, and Mountain high schools; class room addition at Mueller
51 Park junior high school; and rebuild West Bountiful elementary; plus some improvements to water,
52 HVAC, and other miscellaneous needs. They explained that \$246m will go to major projects, and
53 approximately \$52m will be used for roofs, boilers, etc. The final projected impact will be about
54 \$13 per homeowner per year once all bonds are issued and proceeds can only be used for
55 construction; bonds cannot be used for salaries.

56 Council member Ahlstrom asked what happens to the West Bountiful Elementary project if
57 other, higher priority projects go over budget. Mr. Leffel responded that they have a contingency
58 fund for overruns and a capital fund balance of about \$25m that could be used to handle overruns on
59 other projects. They described an assessment process they use to determine which schools have the
60 greatest need. West Bountiful Elementary has the worst rating of all elementary schools in the
61 district. If the Bond is passed, construction for West Bountiful would probably be in four years.

62 In response to questions from the audience about what they plan to do if the bond does not
63 pass, they said there are no pleasant options. They will consider all options which could include
64 possible split sessions for junior high and high schools.

65 They thanked the Council for letting them make their presentation and added that if the
66 Council is so inclined, the School District would appreciate the Council passing a Resolution
67 supporting the bond.

68

69 **4. Consider Appointment of Esther Miller as Replacement Poll Worker for Primary**
70 **Election.**

71 **MOTION:** *James Ahlstrom moved to appoint Esther Miller a Replacement Poll Worker*
72 *for the Primary Election. James Bruhn seconded the Motion which*
73 *PASSED by unanimous vote of all members present.*
74
75

76 **5. Consider Resolution 371-15, A Resolution of West Bountiful City, a Municipal**
77 **Corporation of the State of Utah, Proposing the Creation of a Local District and Service Area**
78 **for the Provision of Fire Protection, Emergency Medical Response, Paramedic, Emergency**
79 **Response Services, Ambulance Services and Related Services to the Cities of Bountiful,**
80 **Centerville, North Salt Lake, West Bountiful, Woods Cross and the Unincorporated Area of**
81 **South Davis County and the Transfer of the Responsibilities and Operations of the Existing**
82 **South Davis Metro Fire Agency to the Proposed District.**

83
84 Mayor Romney provided an update on the issue that had been tabled at the last meeting. He
85 explained that this Resolution allows them to start the process of converting to a District. He added
86 there are still some issues to resolve. James Ahlstrom commented that his reading of the Resolution
87 is that it keeps the process moving and does not bind them to anything.

88 **MOTION:** *James Ahlstrom moved to approve Resolution 371-15 , A Resolution of West*
89 *Bountiful City, a Municipal Corporation of the State of Utah, Proposing the*
90 *Creation of a Local District and Service Area for the Provision of Fire*
91 *Protection, Emergency Medical Response, Paramedic, Emergency Response*
92 *Services, Ambulance Services and Related Services to the Cities of*
93 *Bountiful, Centerville, North Salt Lake, West Bountiful, Woods Cross and*
94 *the Unincorporated Area of South Davis County and the Transfer of the*
95 *Responsibilities and Operations of the Existing South Davis Metro Fire*
96 *Agency to the Proposed District as described above. James Bruhn seconded*
97 *the Motion which PASSED.*

98
99 The vote was recorded as follows:

100 James Ahlstrom – Aye
101 James Bruhn – Aye
102 Kelly Enquist – Aye
103 Debbie McKean– Aye
104 Mark Preece – Aye
105
106

107 **6. Consider Award of Park Concrete Improvements to Hughes General Contractor’s Inc.**

108 Duane Huffman explained that the City requested bids for three concrete projects at City
109 Park. The base bid was for a perimeter around the new playground area, with two bid additives for
110 expansion of the volleyball courts and a basketball court. The lowest qualified bidder was Hughes
111 General Contractor’s at \$52, 276 for the base bid, \$57,379 for the basketball additive, and \$82,990
112 for the volleyball additive.

113 Council member McKean asked if we might get better bids at a different time of year. Duane
114 Huffman and Steve Maughan both responded that their analysis of the bids show that the concrete
115 portion is very competitive and most of the cost is related to the excavation. There was discussion
116 about the basketball courts and whether they should wait to do more research; for example, is there a
117 better location? Council member Bruhn said he thinks the location is good and the kids he has
118 talked with really want it. Council member McKean agrees it is much needed. Council member
119 Ahlstrom asked why the volleyball courts need to be expanded. Mr. Huffman and Mr. Maughan
120 responded that the current size and proximity to each other are safety concerns. They need to be
121 larger and further apart, so it makes sense to make them regulation size.

122 There was discussion about available funding and additional expenses such as tree removal
123 that needs to be considered. Ms. McKean took a few minutes to explain RAP tax to the Scouts in
124 attendance.
125

166 Debbie McKean reminded everyone that the Arts council appreciation dinner will be at the
167 Park on Thursday at 6:30 pm, and newsletter articles are due on August 15th. There was discussion
168 about recent reports of West Nile Virus in the area and she will get more information to share with
169 residents.

170
171 James Bruhn – no report.

172
173 Mark Preece – no report.

174
175 James Ahlstrom talked about some comments and suggestions he has received from
176 residents; for example, considering the name of the City, maybe having a contest to change the name
177 of the City; sponsoring races to raise money for the City; and encouraging xeriscaping landscaping
178 by setting an example in front of City Hall. He was also asked about availability of secondary water
179 on 1100 West and was told that it is available to anyone who wants to pay to put in the pipes, but it
180 is a Weber Water issue.

181
182 Ken Romney asked when the staff would be ready to proceed with continuing work on the
183 Personnel Policy, and Duane responded that he was waiting for the Council for direction to proceed.
184 The consensus was to move forward with the work.

185
186 **11. Approval of Minutes from the July 21, 2015 City Council Meeting.**

187
188 **MOTION:** *James Bruhn moved to approve the minutes from the July 21, 2015 meeting.*
189 *James Ahlstrom seconded the Motion which PASSED by unanimous vote of*
190 *all members present.*

191
192 **14. Executive Session Pursuant to Utah Code Annotated 52-4-205(c), to Discuss Pending or**
193 **Reasonably Imminent Litigation.**

194
195 **MOTION:** *James Bruhn moved to go in to Executive Session at 8:28 p.m. pursuant to*
196 *Utah Code Annotated 52-4-205(c), to Discuss Pending or Reasonably*
197 *Imminent Litigation, in the police training room. James Ahlstrom seconded*
198 *the Motion which PASSED.*

199
200 The vote was recorded as follows:

201 James Ahlstrom – Aye
202 James Bruhn – Aye
203 Kelly Enquist – Aye
204 Debbie McKean – Aye
205 Mark Preece – Aye

206
207 **MOTION:** *James Ahlstrom moved to close the Executive Session at 9:55 pm. James*
208 *Bruhn seconded the Motion which PASSED by unanimous vote of all*
209 *members.*

210

