

**Mayor**  
Kenneth Romney

# WEST BOUNTIFUL CITY

**City Administrator**  
Duane Huffman

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

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**City Recorder**  
Cathy Brightwell

**City Engineer**  
Ben White

**Public Works Director**  
Steve Maughan

## CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORKSESSION BEGINNING AT 6:00 PM, AND A REGULAR MEETING BEGINNING AT 7:30 PM, ON TUESDAY, SEPTEMBER 1, 2015 IN THE CITY OFFICES AT 550 N 800 WEST.

### 6:00 pm WORKSESSION

Pages Lane Road Project Site Visits – Meeting will start at City Hall before departing on the tour.

### 7:30 pm REGULAR MEETING

*Invocation/Thought –James Bruhn; Pledge of Allegiance – Debbie McKean*

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Purchase Approval for One-Ton Dump Truck.
4. Consider Amended and Restated Water Service Agreement with Holly Refining & Marketing Company – Woods Cross LLC.
5. Consider License Agreement – Additional Trail Infrastructure (DRGW Trail) with the Utah Transit Authority.
6. Consider Cooperative Agreement with Utah Department of Transportation to Construct Landscaping and Monument Sign at the I-15/500 S Interchange.
7. Consider Maintenance Agreement with Utah Department of Transportation to Cover Landscaping Improvements at the I-15/500 S Interchange.
8. Consider Public Improvement Deferral Agreement for Property at 1141 West 400 North (Skiddy Subdivision, Lot 2).
9. Continued Discussion on Personnel Policy Re-Draft.
10. Engineering/Planning Commission Report.
  - a. Ovation Homes Proposal.
11. Administrative Report.
12. Mayor/Council Reports.
13. Approve Minutes from the August 18, 2015 City Council Meeting.
14. Possible Executive Session for the Purposes Pursuant to Utah Code Annotated 52-4-205.
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 August 27, 2015.*



# MEMORANDUM

**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Duane Huffman

**RE:** **Pages Lane Project Site Visit**

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To help the Council see and understand potential issues related to the upcoming Pages Lane road project, a work session site visit is planned for Tuesday at 6:00 PM. The Council will meet at City Hall, and we will then depart to visit 3-4 sites along Pages Lane that will serve as examples for common issues along the project. Topics for observation and discussion will include: elevation changes between proposed sidewalk and adjacent properties, trees, fences, sprinklers, landscaping, storm water, and resident concerns related to out of pocket expenses.

Following the site tour, the Council will return to City Hall for a brief discussion prior to the start of the regular meeting. Based on the visits and discussions, staff will make any needed changes to preliminary designs. A public meeting with residents along the project will be planned for September 15<sup>th</sup>, and final decisions related to what is included in the requests for bids made at the October 6<sup>th</sup> meeting.



# MEMORANDUM

**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Duane Huffman

**RE:** **Purchase Approval – 1 Ton Dump Truck**

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The recently adopted FY 2016 budget included \$50,000 for a new 1-ton Dump Truck. As the truck serves many purposes, the cost is planned to be split between the General Fund (Streets) and the Water Fund. The City's procurement code requires that purchases of \$10,000 or more first be approved by the City Council.

The City's current 1-ton Dump Truck is twenty-years-old, requires significant yearly maintenance, and is not reliable year around for its required duties.

Staff proposes the following purchase; all of the prices for equipment listed below fall under state-negotiated contract price.

1. 2016 Chevrolet Silverado 3500HD (cab and chassis) - \$37,990.40 (state-negotiated contract price)
2. Dump Body - \$7,583.67 (state-negotiated contract price)
3. Other miscellaneous items (light bar, floor mats, etc) - \$1,500 (estimate)

Total for 1-ton Dump Truck: **\$47,074.07**

In addition to the amount budgeted to the new truck, a separate budget item of \$7,500 was included to outfit an additional pick-up with a snowplow blade. Staff intends to use this new snowplow blade with the new 1-ton dump truck. The price for the snowplow blade on the new truck is an additional **\$5,040.22**.

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Duane Huffman

**RE:** **Holly Refinery Water Agreement Amendment**

---

On November 1, 2011, the City approved a Water Service and Connection Agreement with Holly Refining and Marketing Company. The agreement initiated from a request by Holly regarding their needs in case of an event where a large amount of water would be required. After reviewing the City's system in regards to this request, it was determined that improvements to the supply of water (a new well) as well as the transmission of water (improvements to the 500 S line) were needed. To help offset the costs for these improvements, Holly agreed to pay \$500k after each was completed. For reference, the minutes from the 2011 meeting are included with this memo.

Since 2011, the City met the new demand for water through a cooperative agreement with Bountiful City. While a new well will still be pursued, the Bountiful City connection meets the needs as contemplated in the original agreement. In addition, more research has been done to identify better how much of the 500 S line needs to be replaced.

To acknowledge the small deviations from the wording in the original agreement, it is proposed that the drafted amendment be approved. Upon execution of the agreement, the City will receive the \$500K for the water supply, and the intent is to move forward with the 500 S water line improvements next construction season.

Marketing Company.

Ben White referred to a memorandum from Steve Doxey. About a year ago, Holly approached the city with a request for an agreement in case of an event where a large amount of water would be required. After discussing the city's system and looking at what limitations there were, they worked out an agreement.

Holly Oil requested that, in case of an event, the city supply them with 4600 gallons of water per minute for up to four hours, which would total 1,104,000 gallons of water. The agreement includes the city to keep 700,000 gallons of water in reserve for them. Ben stated the city could provide the water if two projects are completed: the new well and the 500 South pipeline, which will be larger than the current one. The city is rarely below 2,000,000 gallons in storage. There were only five times in the past six years when the supply dropped to below 2,000,000 gallons. Those occurrences would be mitigated with the two required projects. The city is required by state code to keep 720,000 gallons in reserve for fire protection, and part of this can count as Holly's reserve. If Holly has a fire and the City only had 700,000 gallons of water stored, Holly would have a priority to the water. Holly agreed to pay the city a total of \$1,000,000, an amount arrived at by estimating the cost to construct 1,100,000 gallons of storage. They will pay \$500,000 when the well is finished, and \$500,000 when the 500 South pipeline is finished.

Mayor Romney asked if, after the completion of the new well, they would still need Weber Basin water. Ben stated they would need some during the summer months, but there would be no shortage in winter.

MOTION: James Bruhn moved to approve the Water Service and Connection Agreement between West Bountiful and Holly Refining and Marketing Company.

SECOND: John Baza seconded the Motion.

PASSED: Voting was as follows:

Mark Preece – Aye

James Bruhn – Aye

John Baza – Aye

Dave Tovey – Aye

5.  
Consider Approval of Basement  
Request for the Property  
Located at 1455 N. 550 W.

Ben White – recently a request for a basement was approved by the city council and after much discussion on what should be required by the city. Another request has come before city council by Ken and ReNae Bangerter, who want to construct an addition to their home in which the downstairs level will be below street level. Council was asked to consider whether all homes which predated the “no basement” clause were eligible for a permit to build an addition below street level, as long as there were french drains installed and a *Notice of Building Restrictions* recorded with the deed; also if such permit requests needed to come before council.

Mayor Romney stated he would not grant a permit for an existing home if it was in an area known to have chronic water problems. He asked if drainage improvements could be part of the requirements for a permit.

## AMENDED AND RESTATED WATER SERVICE AND CONNECTION AGREEMENT

THIS AMENDED AND RESTATED WATER SERVICE AND CONNECTION AGREEMENT (this “Agreement”) is made and entered into as of August \_\_\_\_, 2015 (the “Effective Date”), by and between **HOLLY REFINING & MARKETING COMPANY – WOODS CROSS LLC**, a Delaware limited liability company (“Holly”) and **WEST BOUNTIFUL CITY**, a municipal corporation organized and existing under the laws of the State of Utah (the “City”), and amends and restates in its entirety the Water Service and Connection Agreement entered into as of November 1, 2011 by and between Holly and the City (the “Original Agreement”). Holly and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

### Recitals:

A. Holly and the City entered into the Original Agreement and desire as of the Effective Date to amend and restate the Original Agreement in its entirety by the execution of this Agreement.

B. Holly is the owner of various parcels located between 700 West Street and 1100 West Street and between 500 South Street and approximately 200 North Street (collectively, the “Refinery Property”), upon a portion of which Holly operates an oil refinery (the “Refinery”).

C. The City entered into that certain Water Purchase Agreement dated April 14, 2014 by and between the City, as Buyer, and Bountiful City, a Utah municipal corporation, as Seller (“Bountiful City”) for the sale and purchase of culinary water through facilities, to be constructed, operated and maintained at the City’s expense necessary to receive, measure and convey water from Bountiful City’s water system to specific delivery points set forth therein (the “Bountiful Connection”).

D. The Bountiful Connection has been constructed as of the Effective Date, and it is anticipated that the Bountiful Connection will deliver approximately 500 to 700 gallons per minute (“gpm”) of water for the benefit of property in the City, including the Refinery Property.

E. In addition to the Bountiful Connection, the City desires to upgrade an existing 12-inch transite water line in 500 South Street, between 100 East Street and Main Street (which line is approximately 1,250 lineal feet) to be a 16-inch or 18-inch water line (the “Upgraded Water Line”; together with the Bountiful Connection, the “City Water Projects”).

F. Upon the completion of the City Water Projects, the City has agreed to make certain quantities of water, as detailed below, available at the connection points indicated on Exhibit A hereto (the “Connection Points”), for use in Holly’s emergency fire suppression system at the Refinery Property (the “Fire Suppression System”) and through a six-inch meter to be installed by Holly (the “Six-Inch Meter”), for Holly’s use in its other water systems at the Refinery (the “Other Refinery Water Systems”).

G. In exchange for the consideration set forth in, and subject to the terms of, this Agreement, Holly is willing to contribute to the City \$500,000 contemporaneously with the signing of this Agreement and an additional \$500,000 upon completion of the Upgraded Water Line.

H. The City, acting pursuant to its authority under *Utah Code Ann.* §§ 10-1-202 and 10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the City Water Projects, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

### **Agreement:**

NOW, THEREFORE, in consideration of the promises, covenants and payments provided for in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Design and Engineering of the City Water Projects. The City shall cause the City Water Projects to be designed, engineered and constructed so that after the initial construction is completed water is available at the Connection Points for use in the Fire Suppression System and the Other Refinery Water Systems in the following indicated quantities and indicated pressures:

(a) For the Fire Suppression System:

(i) 4,600 gpm of water for the duration of four (4) hours at a residual pressure of 20 pounds per square inch ("psi") for a total of 1,104,000 gallons of water (the "Initial Water Supply"); and

(ii) Between 1,500 and 3,000 gpm of water at 20 psi at the Connection Points (the "Supplemental Water Supply") after the Initial Water Supply has been delivered at the Connection Points.

(b) For the Other Refinery Water Systems through the Six-Inch Meter, 200 gpm up to 50,000 gallons per month of water at 20 psi at the Connection Point for the Six-Inch Meter.

The City will also maintain 700,000 gallons of water (the "Water Reserve") in the City water tanks (collectively, the "Tanks") for Holly's use for the Fire Suppression System.

Notwithstanding any provision of this Agreement to the contrary and subject to Section 8.12, the City's obligation to provide water under this Agreement is subject to the overall water supply in the City's water system (the "City Water System"). The Initial Water Supply will be provided on a priority basis, irrespective of other demands on the City Water System. The City will use its best efforts to provide the Supplemental Water Supply, subject to other demands on the City Water System. The City will provide water for the Other Refinery Water Systems consistent with the City's obligation to supply water to other users of the City Water System.

2. Construction of Bountiful Connection and Upgraded Water Line.

(a) Construction Schedule. The City began construction of the Bountiful Connection in approximately summer 2014 and hereby represents that the Bountiful Connection is constructed and completed as of the Effective Date of this Agreement. The City anticipates commencing the on-site construction of the Upgraded Water Line on or before May 1, 2016 and completing such Upgraded Water Line by the end of calendar year 2016. Holly and the City acknowledge that such commencement and completion dates are estimates only and that the actual dates for such commencement and completion of the Upgraded Water Line will be established by the City based on the design, engineering and bidding for the Projects.

(b) Notice of Commencement. Within fifteen (15) days after the commencement of the Upgraded Water Line, the City shall provide Holly a written notice (the "Commencement Notice") of the commencement of such construction and the estimated completion date. The City will keep Holly reasonably informed concerning the progress of the design, engineering, and construction of the Upgraded Water Line and the City Water Projects. If the commencement of the Upgraded Water Line is delayed beyond the dates anticipated in Section 2(a) hereof, the City shall provide Holly with written

notice of such delay and the anticipated date on which such commencement will occur. In the event commencement of the Upgraded Water Line does not occur within twelve (12) months of the dates contemplated in Section 2(a), as such dates may be extended pursuant to Section 8.12 hereof, Holly shall have the right to terminate this Agreement by giving written notice of termination to the City.

(c) Notice of Completion. Upon completion of the Upgraded Water Line and the placement of such Upgraded Water Line into reliable service (taken together, "Completion"), the City shall provide Holly a written notice (the "Completion Notice") stating the date that the Upgraded Water Line achieved Completion in accordance with the terms of this Agreement. If the Completion of the Upgraded Water Line is delayed beyond the dates anticipated in Section 2(a) hereof, the City shall provide Holly with written notice of such delay and the anticipated date on which such Completion will occur. In the event Completion of the Upgraded Water Line does not occur within twelve (12) months of the dates contemplated in Section 2(a), as such dates may be extended pursuant to Section 8.12 hereof, Holly shall have the right to terminate this Agreement by giving written notice of termination to the City.

(d) Connections. Holly may, at its sole cost and expense but without further payment to the City, (i) from time to time make an unlimited number of connections to the City Water System solely for use in the Fire Suppression System; and (ii) a single connection to the City Water System at the Six-Inch Meter for water to be used in the Other Refinery Water Systems.

All such connections shall be made in accordance with the engineering and construction technical standards adopted by the City and generally applicable to any other person making a connection to a city water line. Each such connection shall include a backflow preventer system approved by the City, such approval not to be unreasonably withheld, which shall prevent water from flowing from the Fire Suppression System or Other Refinery Water Systems into the City Water System.

3. Water Service From the City. Once the Upgraded Water Line has achieved Completion, and in exchange for the Contribution Amount (as defined below) to be paid by Holly to the City, the City shall provide to Holly the following water service (collectively, the "Water Service"):

(a) Holly's Fire Suppression System. The City shall provide the following Water Service for the Fire Suppression System:

(i) Initial Water Supply. After Completion has occurred, the City shall supply the Initial Water Supply at each of the Connection Points whenever the Fire Suppression System is activated at the Refinery.

(ii) Subsequent Water Supply. After the Initial Water Supply has been delivered to the Fire Suppression System at the Connection Points, the City will deliver the Supplemental Water Supply at the Connection Points as long as such water is reasonably available in the City Water System.

(iii) Water Reserve. The City shall hold the Water Reserve in the Tanks for Holly's use for the Fire Suppression System. Upon use of all or any portion of the Water Reserve by Holly, the City shall restore the Water Reserve to 700,000 gallons as soon as possible. The City shall not allow the amount of water held in the Tanks to drop below 700,000 gallons without prior verbal or written approval from Holly's Refinery manager or designee.

(iv) Notice. The City shall promptly provide written notice to Holly if the amount of water in the Tanks drops below 1,000,000 gallons or when the City's ability to deliver water to the Refinery drops below 4,600 gpm.



(v) No Charge for Emergency Fire Suppression System Water Service. The City will provide the foregoing Water Service at no additional cost to Holly, provided that Holly will pay for such Water Service at the usage rates generally applicable to and required of similar users by City ordinances, as adopted and modified from time to time by the City, when the Fire Suppression System is activated for purposes of testing, training, or other non-emergency use. Holly will provide the City reasonable notice in the event it activates the Fire Suppression System for emergency use, and prior notice in the event it activates the Fire Suppression System for purposes of testing, training, or other non-emergency use.

(b) Other Refinery Water Service Through Six-Inch Meter.

(i) Water Supply. After Completion has occurred, the City shall supply 200 gpm up to 50,000 gallons per month of water at 20 psi at the Connection Point for the Six-Inch Meter whenever the valve on the water line on which the Six-Inch Meter is located is opened at the Refinery. Holly will promptly give the City written notice if Holly anticipates that its water usage will consistently exceed these levels. The City has no obligation to supply water to Holly for the Other Refinery Water Systems in excess of these levels.

(ii) Usage Rates. Holly shall pay for water usage through the Six-Inch Meter at the usage rates generally applicable to and required of similar users by City ordinances, as adopted and modified from time to time by the City.

4. Holly's Contribution.

(a) Bountiful Connection Contribution. In consideration for the City's representation set forth in Section 2(a) that the Bountiful Connection has been fully constructed and completed, Holly hereby agrees to pay the City \$500,000 (the "Bountiful Connection Contribution") within ten (10) business days of the Effective Date.

(b) Water Line Contribution. Within ten (10) business days after the receipt by Holly of the Completion Notice for the Upgraded Water Line, Holly shall pay the City an additional \$500,000 (the "Water Line Contribution") and, together with the Bountiful Connection Contribution, the "Contribution"). The City will certify in writing: (i) together with the representations and warranties contained in this Agreement, that the total costs of the Bountiful Connection and previous efforts from 2010 through 2012 to develop a new source of water exceed the Bountiful Connection Contribution; and (ii) together with the Completion Notice for the Upgraded Water Line, that the total cost of the City Water Projects exceeds the total Contribution.

(c) Satisfaction of All Impact Fees or Development Exactions. Except as expressly set forth in Section 2(d) hereof, the Contribution shall fully satisfy any cost-sharing or other assessment by the City against Holly or the Refinery for the development of the City Water Projects. The Contribution shall be in lieu of any impact fees, hook-up fees, or special assessments associated with the Fire Suppression System and the Six-Inch Meter for the Other Refinery Water Systems that would be otherwise payable by Holly to the City in connection with the construction, maintenance, repair, use or operation of, or connection to, the Bountiful Connection and/or Upgraded Water Line or the provision of the Water Services. Notwithstanding the foregoing, the Contribution shall not excuse Holly or the Refinery from paying for water usage for non-emergency use of the Fire Suppression System or use of the Other Refinery Water Systems at the usage rates generally applicable to and required of similar users by City ordinances, as adopted and modified from time to time by the City.

5. Construction and Operation of the City Water Projects. The City shall cause the City Water Projects to be designed, engineered, constructed, repaired, maintained, replaced and operated in accordance with prudent industry standards and practice and in such a manner that the City will be able to satisfy its obligations in this Agreement. From time to time, and at any time, Holly shall have the right to conduct weekly tests of the Fire Suppression System pumps connected to the Upgraded Water Line. Unless otherwise agreed upon by the Parties hereto, during such tests, the pumps will be “deadheaded” (meaning that all water valves will be closed so that no water will flow through the system) to test pressure and pump motors.

6. Term. The term of this Agreement (the “Term”) shall be for a period of fifty (50) years commencing on the Effective Date. At the expiration of the Term (or any extended term), the Term will automatically renew for successive terms of fifty (50) years each unless either Party gives written notice of termination at least three (3) years prior to the end of the then current Term.

7. Remedies; Enforcement Costs. In the event either Party breaches its obligations under this Agreement, the non-breaching Party will be entitled to pursue any remedies allowed under this Agreement, at law or in equity. The prevailing Party in any litigation, proceeding or action commenced in connection with enforcing any of the provisions of this Agreement shall be entitled to the recovery of all costs incurred by it in connection with such litigation, proceeding or action including, without limitation, administrative costs and reasonable attorney, engineering, consultant, and expert witness fees.

Notwithstanding the foregoing, in no event will either Party be entitled to recover consequential damages against the other Party.

8. Miscellaneous Provisions.

8.1 Assignment. In the event of a sale or transfer of the Refinery Property, or any portion thereof, Holly may assign all or a portion of its rights under this Agreement to the buyer or transferee upon written notice to the City of such assignment. In the event the City no longer provides municipal water service to properties within its boundaries, the City may assign all or a portion of its rights, and may delegate all or a portion of its responsibilities, to its successor in providing such water service upon written notice to Holly of such assignment and delegation and the assignee’s agreement to assume the City’s obligations under this Agreement.

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

8.3 Captions. The section headings contained in this Agreement are for the purpose of reference only and will not limit or otherwise affect the construction of any provision of this Agreement.

8.4 Entire Agreement; Modification; Waiver. This Agreement (including Exhibit A hereto which is hereby incorporated herein by reference) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersedes all previous or contemporaneous representations or agreements of the Parties in that regard, including the Original Agreement. No modification of this Agreement will be valid or binding unless made in writing and signed by both Parties. Any waiver of any provision of this Agreement must be in writing and must be signed by the Party waiving the provision. No failure or delay by a Party in exercising any default, right or remedy under this Agreement and no course of dealing between the Parties shall operate as a waiver of any such default, right or remedy.

8.5 No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary.

8.6 Time of Essence. Time is of the essence in the performance of all obligations under this Agreement.

8.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, except as such laws may be preempted or superseded by the laws of the United States. The Parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, with venue in Davis County, as the sole forum for any litigation arising out of this Agreement. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with applicable City, state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with applicable law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with applicable law, and the balance of this Agreement shall remain in full force and effect.

8.8 No Partnership. Nothing set forth in this Agreement shall be deemed to create the relationship of partners, principal and agent, employer and employee, or joint venturers between the Parties.

8.9 Notices. All notices required under this Agreement must be in writing, unless otherwise specified in this Agreement, and written notice will be deemed to have been sufficiently given or served when presented personally or when deposited in the United States Mail, by registered or certified mail, addressed as follows:

TO HOLLY:           Holly Refining & Marketing Company – Woods Cross  
                          Attn: Refinery Manager  
                          393 South 800 West  
                          Woods Cross, Utah 84087-1435

with copies to:     Holly/Frontier Corporation  
                          Attn: General Counsel  
                          2828 North Harwood, Suite 1300  
                          Dallas, Texas 75201

and to:             Parr Brown Gee & Loveless  
                          Attn: Roger D. Henriksen, Esq.  
                          101 South 200 East, Suite 700  
                          Salt Lake City, Utah 84111

TO THE CITY:       West Bountiful City  
                          Attn: City Administrator  
                          550 North 800 West  
                          West Bountiful, Utah 84087

Either Party may designate a different address by written notice to the other Party. Any notice given under this Agreement will be deemed given as of the date delivered or mailed.

8.10 Warranty of Authority. Each Party represents and warrants that the persons signing this Agreement on its behalf have the requisite authority to execute this Agreement on its behalf.

8.11 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

8.12 Force Majeure; Governmental Immunity. Neither Party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God; acts of the United States Government, the State of Utah, or any other governmental entity (except the City); fires, floods, droughts, emergencies, City Water System failures, or failures on the part of the Weber Basin Water Conservancy District or any other source supplier; or other casualties or causes beyond the reasonable control and without the fault or negligence of the Party obligated to perform hereunder; provided the Party seeking relief under the provisions of this Section: (1) notifies the other Party in writing of a force majeure event within a reasonable time following the affected Party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each Party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum. Notwithstanding any provision of this Agreement to the contrary, this Agreement is not intended to affect the City's immunity from suit under the Utah Governmental Immunity Act, *Utah Code Ann. § 63G-7-101, et seq.*, as amended. The City expressly does not waive immunity with respect to any obligation under this Agreement for which immunity would exist in the absence of this Agreement.

8.13 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, and each shall be considered an original and together they shall constitute one and the same Agreement. Facsimile signatures or copies of signatures sent via E-mail may be accepted in lieu of original signatures and shall have the same force and effect as original signatures.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**HOLLY:**

**HOLLY REFINING & MARKETING COMPANY –  
WOODS CROSS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Michael Wright, Jr.  
V.P. & Refinery Manager

**CITY:**

**WEST BOUNTIFUL CITY**

\_\_\_\_\_  
Mayor Ken Romney

ATTEST:

\_\_\_\_\_  
Cathy Brightwell, City Recorder

**EXHIBIT A**  
**TO**  
**WATER SERVICE AND CONNECTION AGREEMENT**

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**Connection Points**

4846-3996-6502, v. 3

# MEMORANDUM



**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Duane Huffman

**RE:** **UTA License Agreement – DRGW Trail**

---

The included on the Sept. 1 City Council agenda is an agreement with the Utah Transit Authority related to the connection between the trail and the new restroom at Lakeside Golf Course. The agreement also cleans up access rights to the connection of the DRGW trail and the DSB trail, and includes a previous request by the City to install fencing along the DRGW trail and golf course.

In exchange for these new licenses, UTA initially requested that the City's maintenance obligation along the DRGW right-of-way be expanded so that the City would have full maintenance responsibilities for the corridor. When the original agreement for the trail was approved in 2009, the City resisted full maintenance responsibilities do to UTA's long neglect to the area (see included minutes from 2009).

In the final negotiated agreement as presented for Tuesday's meeting, UTA agrees to only transfer additional maintenance obligations to the City once an area has been cleared of existing vegetation and trees.

1 still waiting for the grants, and it may be September or October  
2 before they get the computers and the bicycles. Mayor Behunin  
3 mentioned about changing the speed limit where there used to be a  
4 frontage road, but now is a subdivision, and there are a lot of kids.  
5 Valerie Shaw mentioned a large tree which limits visibility where  
6 that street enters 400 North.

7  
8 9.  
9 Financial Report

10  
11 Heidi Voordeckers presented the financial statement for the month  
12 of June, which shows they are on target with everything as they  
13 expected, with the exception of the overspending which has been  
14 addressed in previous meetings. They have underspent on the  
15 scheduled transfers in and out of funds. Heidi has spent a lot of  
16 time getting the budget out to different agencies.

17  
18 Council had no questions regarding specific line items.

19  
20 10.  
21 Planning Commission Report

22  
23 The sign ordinance is coming up for consideration. They have  
24 scheduled a public hearing for Tuesday, July 28<sup>th</sup>. It will come  
25 before the council shortly thereafter. Mike Eggett will try to get it  
26 to the council for their review before the next meeting.

27  
28 11.  
29 Review and approval of  
30 Agreement regarding Denver &  
31 Rio Grande Western Railroad Trail

32  
33 Craig Howe reviewed the Agreement with UTA, which now has  
34 the right of way, and the city has been working back and forth with  
35 them. All design work on the trail is done. They are waiting for  
36 the Agreement document and one other item. There was some  
37 negotiation that took place regarding liability for injury or death,  
38 and maintenance. UTA wanted the city to do full maintenance, but  
39 Craig said they would only do it to a reasonable level, since UTA  
40 had done no maintenance for years.

41  
42 MOTION: Valerie Shaw moved to approve the Agreement  
43 Regarding the Development and Operation of a Rails to Trails  
44 Project on the UTA-Owned Denver & Rio Grande Western  
45 Railroad Corridor.

46  
47 SECOND: James Bruhn seconded the motion.

48  
49 PASSED: Voting was as follows:  
50 Ken Romney – Aye  
51 Valerie Shaw – Aye  
52 James Bruhn – Aye  
53 Cheryl Searle – absent  
54 Debbie McKean – absent

55  
56 12.  
57 Administrative Report

58  
59 Audit Report – TEC Meeting Report – DCA Report  
60 The audit has begun. They have begun work on the Community  
61 Development Agency, putting together a land use map. They also



## **LICENSE AGREEMENT – ADDITIONAL TRAIL INFRASTRUCTURE**

This LICENSE AGREEMENT (the “License”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (hereinafter “UTA”), and WEST BOUNTIFUL CITY CORPORATION, a municipal corporation of the State of Utah (hereinafter “City”).

### **RECITALS**

WHEREAS, City and UTA entered into an Agreement Regarding the Development and Operation of a Rails to Trails project on the Utah Transit Authority owned Denver & Rio Grande Western Railroad Corridor, identified as UTA Contract #DR/D/1970/T dated July 21, 2009 (the “Agreement”) to construct a Multiple Use Trail (the “Trail”) on UTA’s Right of Way identified as the Denver & Rio Grande Western Railroad Corridor (“DRGW”), within the City’s jurisdiction, between approximate Mileposts 754.31 and 755.85 (approximately 1.664 miles); and

WHEREAS, City is requesting permission to install fencing on the DRGW within 2-3 feet of the Trail, and to install a trail connection to DRGW, where it is adjacent to the Lakeside Golf Course, to provide additional safety for trail users and provide access to a restroom facility (collectively “LGC Improvements”); and

WHEREAS, City is also requesting a connection to the Trail using an existing Davis County canal access road/ pipeline crossing, which crosses the Trail and runs west to the Legacy Parkway Trail and east to City’s 800 West road (“Canal Trail”); and

WHEREAS, UTA is willing to grant City a license (i) to install the LGC Improvements, and (ii) for the Canal Trail, conditioned upon the provisions set forth in this Agreement.

### **AGREEMENT**

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, City and UTA agree as follows:

1. UTA hereby grants City a license for the LGC Improvements as listed below and shown in the attached Exhibit “A”.
  - a. Installation of fencings along the Lakeside Golf Course on the DRGW within 2-3 feet off of the Trail.
  - b. Installation of a trail connection to the Lakeside Golf Course restroom facility. City will be required to meet all Federal, State, and Local Government regulations; including specifically, ADA Access requirements, for the installation of this trail connection.
2. City shall be solely responsible for any and all costs relating to the installation, maintenance, and construction of the LGC Improvements. Further, City shall be liable

for any costs, liabilities, judgments, fines, fees (including attorneys' fees) or other losses arising from or in any way resulting out of or in connection with the placement or existence of the LGC Improvements on the DRGW.

3. UTA hereby grants to City a license for the use of that portion of the Canal Trail that crosses the DRGW, located at the approximate Mile Post 755.45 (Latitude 40.909731, Longitude -111.903271) and as depicted in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this License by reference). The Canal Trail is subject to all the terms and conditions of the Agreement. City will obtain all necessary permissions and agreements from Davis County for the use of the canal access road and pipeline crossing for the Canal Trail, and shall obtain any other necessary permits or approvals. The license granted by UTA hereunder is only as to that portion of the Canal Trail that crosses the DRGW, and only to the extent of UTA's ownership right to the DRGW.
4. As consideration to UTA for the licenses granted hereunder, City at its sole cost and expense agrees to maintain the DRGW within the jurisdiction of the City from the approximate Milepost 754.31 through 755.85 (approximately 1.664 miles) to a standard set forth in Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Notwithstanding the foregoing, City's maintenance obligation shall not extend outside of the existing fences within the DRGW or, where no such fence exists, a boundary line in alignment and consistent with such existing fences. The DRGW corridor extends through road crossings, City agrees to maintain the area outside of the fencing at each road crossing for the full width of the corridor.
5. City's maintenance obligation under this License is conditioned upon UTA's prior clearing and removal, to City's reasonable satisfaction, of existing vegetation and trees within the portion of the DRGW located within the jurisdiction of the City from the approximate Milepost 754.31 through 755.85 (approximately 1.664 miles). Once completed UTA will notify City in writing of the completion of this work. City will have ten days to notify UTA of items that were not completed to the City's satisfaction. If City does not respond within that timeframe UTA will take that as acceptance of the work and City's maintenance obligation will begin.
6. This License amends and supersedes the Agreement to the extent of any inconsistency between this License and the Agreement. All other terms, conditions and obligations contained in the Agreement shall continue in full force and effect and be effective as to the license granted by the Agreement, together with the licenses granted hereby. Unless otherwise defined herein, all capitalized terms used in this License shall have the same meanings as defined in the Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed in duplicate as of the day and year first herein written.

**WEST BOUNTIFUL CITY  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
West Bountiful City Attorney

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Paul Edwards, Senior Program Manger

By: \_\_\_\_\_  
Mailia Lauto'o, Manager of Property  
Administration

APPROVED AS TO FORM:

\_\_\_\_\_  
UTA Legal

**EXHIBIT “A”**

LCG Improvements

**EXHIBIT "B"**  
Canal Trail



## **EXHIBIT “C”**

### **Maintenance Standard**

City agrees to maintain all Multiple Use Trail improvements in a good and workmanlike manner and in a manner consistent with the City’s other public parks and trails, including snow removal. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of applicable governmental authority. Any landscaping, bushes, trees, plants, and the like (whether natural or planted by City) within the DRGW shall be maintained by City in a manner consistent with City’s other public parks and trails.



# MEMORANDUM

**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Duane Huffman

**RE:** **UDOT Agreements for 500 S Landscape Improvements**

---

The agenda for the Sept 1<sup>st</sup> Council meeting includes two agreements with the Utah Department of Transportation related to landscape improvements and a monument sign at the 500 S interchange. This is the area the City has discussed with representatives from Bountiful City regarding a joint project. While an agreement with Bountiful City is also needed before we can proceed with a final design and cost for the project, these agreements with UDOT are necessary now to ensure their portion of the funding.

**Cooperative Agreement** – This is a simple agreement whereby UDOT agrees to provide \$50,600 towards the project. While not stated in the agreement, this is the money left over from the “betterment” funding for the recent I-15 project. Roughly \$26,000 from 400 N and \$24,600 from S. Prior to Tuesday’s meeting, we will work with UDOT to push back the completion date currently listed.

**Maintenance Agreement** – As the landscape improvements and monument sign would be placed on UDOT right-of-way, this is a required agreement stating that the City will abide by UDOT regulations for the design and installation of the improvements, as well as agree to maintain the area once the improvements are in place.

While I am highly confident agreeable terms can be reached with Bountiful City for this project, I do not see any significant risk to the City if the agreements with UDOT are executed only to have the project completely fall through. The worst case scenario would involve the City returning UDOT’s funding.

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **UDOT**, and **West Bountiful City**, hereinafter referred to as the **CITY**.

### RECITALS

**WHEREAS**, the **CITY** desires to construct landscaping and a city monument sign at the I-15/500 South Interchange; and

**WHEREAS**, **UDOT** agrees to provide a lump sum of state funding to the **CITY**, and the **CITY** agrees to design, construct, and maintain the landscaping and city monument sign.

---

**NOW THEREFORE**, it is agreed by and between the parties as follows:

1. The **UDOT** will provide a lump sum of state funding for the **CITY**'s landscaping and monument sign project at the I-15/500 South interchange. The following costs are incorporated by reference:
  - a. Lump Sum for Landscaping and Monument Sign \$50,600.00
2. Within 30 days from the date of execution of the **COOPERATIVE AGREEMENT**, **UDOT** will pay the **CITY** \$50,600.00. **UDOT** will not pay any amount beyond the lump sum payment for the landscaping and welcome monument improvements. The **CITY** will pay for any additional costs.

### **TOTAL LUMP SUM PAYMENT TO THE CITY IS \$50,600.00.**

3. The **CITY** shall construct the landscaping and welcome monument improvements at the I-15/500 South Interchange by November 30, 2015. Any changes to the interchange improvements will require **UDOT**'s prior approval. The **CITY** shall cooperate and coordinate with **UDOT** and its contractor concerning the construction of the interchange improvements. The **CITY** shall obtain a permit from the **UDOT** Region One Permits Office prior to beginning construction.
4. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this



Agreement.

5. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
6. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
7. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
8. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
9. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
10. Each party represents that it has the authority to enter into this Agreement.

---

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

**ATTEST:**

**WEST BOUNTIFUL CITY**, a Municipal Corporation of the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(IMPRESS SEAL)

.....  
**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
PROJECT MANAGER

By: \_\_\_\_\_  
REGION DIRECTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**UDOT COMPTROLLER'S OFFICE**

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: \_\_\_\_\_  
CONTRACT ADMINISTRATOR

Date: \_\_\_\_\_

## **LANDSCAPE MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereafter referred to as "**UDOT**" and **WEST BOUNTIFUL CITY OR ITS ASSIGNS**, a Municipal Corporation of the State of Utah, hereinafter referred to as the "**CITY**".

### **WITNESSETH:**

**WHEREAS**, the **CITY** desires to design and construct landscaping improvements and a monument sign in the northeast quadrant of the I-15/500 South interchange in West Bountiful City, Davis County, Utah; and

**WHEREAS**, **UDOT** relocated the existing **CITY** sign on the southbound off ramp at the I-15/500 South interchange in West Bountiful City, Davis County, Utah; and

**WHEREAS**, the parties hereto desire to enter into a landscape maintenance agreement covering the landscaped portion of said facilities as shown on the plans which by these references are made a part hereof; and

**THIS AGREEMENT**, is made to set forth the terms and conditions whereunder said work shall be performed.

---

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. **UDOT** will allow the **CITY** access on State right-of-way in the northeast quadrant of the I-15/500 South Interchange within the boundaries of the **CITY**, including park strip and areas behind the sidewalk, and at the expense of the **CITY** for the sole purpose of maintaining landscape features, the relocated **CITY** sign and the monument sign, i.e. pruning, replacing plant material, mowing, repair of irrigation facilities, erosion control, graffiti removal, monument repair and weed control.
2. The **CITY** will provide routine care and maintenance of said facilities within **UDOT** right-of-way as long as work is outside the clear zone. Any work necessary within the clear zone, including but not limited to traffic control, will be allowed only by permit issued by **UDOT** to the **CITY**. The **CITY** will obtain said permit and abide by all conditions for policing and other controls in conformance with **UDOT's** "REGULATIONS FOR THE ACCOMMODATION OF UTILITIES ON FEDERAL-AID AND NON-FEDERAL-AID HIGHWAY RIGHTS-OF-WAY," a copy of which has been furnished to the **CITY** and any supplements or amendments thereto.
3. The **CITY** will establish and maintain all plantings and irrigation systems during the term of this agreement. If the irrigation system fails to function properly, the **CITY** will repair the system. If the plantings fail to survive the **CITY** will replant and establish plant materials. If the plant materials to be reestablished are different from those initially installed, the **CITY** will obtain **UDOT** approval prior to planting. The **CITY** accepts maintenance responsibility for all systems of the project including the clearing of debris and maintaining drainage.
4. Upon completion of construction **UDOT** will remain the owner of the real property on which said landscape facilities are installed and the **CITY** will become the owner of the landscape facilities. The **CITY** will be responsible to repair or restore loss and damage of these improvements as results from vandalism, accident or other loss. The **CITY** will also retain all legal rights to seek fair reimbursement from responsible third parties.
5. The terms of this Agreement will be valid until termination is given by one party hereto to the other party at

which time this agreement will become null and void. If at such time and if required by **UDOT**, the **CITY** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so. The **CITY** understands that if the right-of-way upon which the landscape facilities and plantings are installed is needed for **UDOT's** purposes, the **UDOT** will utilize the right-of-way including the removal of any landscape facilities or plantings without reimbursement to the **CITY**.

6. The **UDOT** and the **CITY** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
7. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
9. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
10. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
11. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
12. Each party represents that it has the authority to enter into this Agreement.

---

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written:

**ATTEST:**

**WEST BOUNTIFUL CITY**, a Municipal Corporation of the State of Utah

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(IMPRESS SEAL)

.....  
**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
REGION LANDSCAPE ARCHITECT

By: \_\_\_\_\_  
REGION DIRECTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

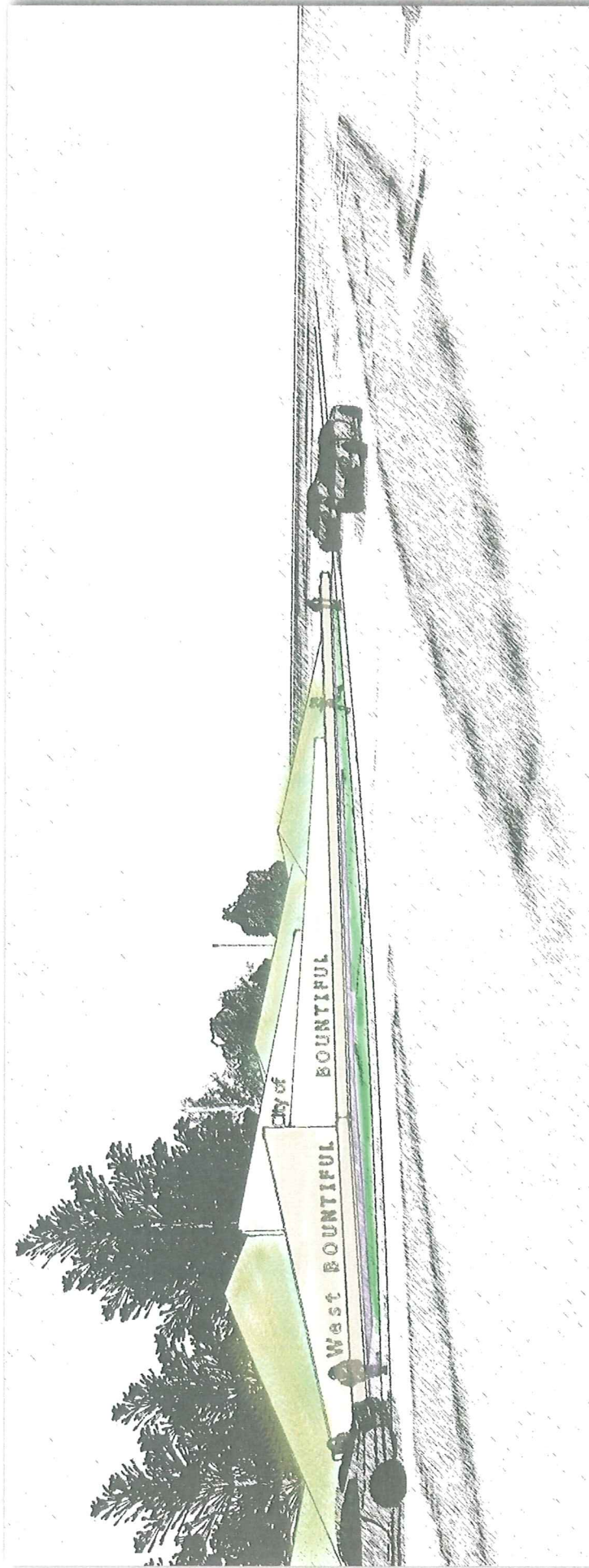
**APPROVED AS TO FORM:**

**UDOT COMPTROLLER'S OFFICE**

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: \_\_\_\_\_  
CONTRACT ADMINISTRATOR

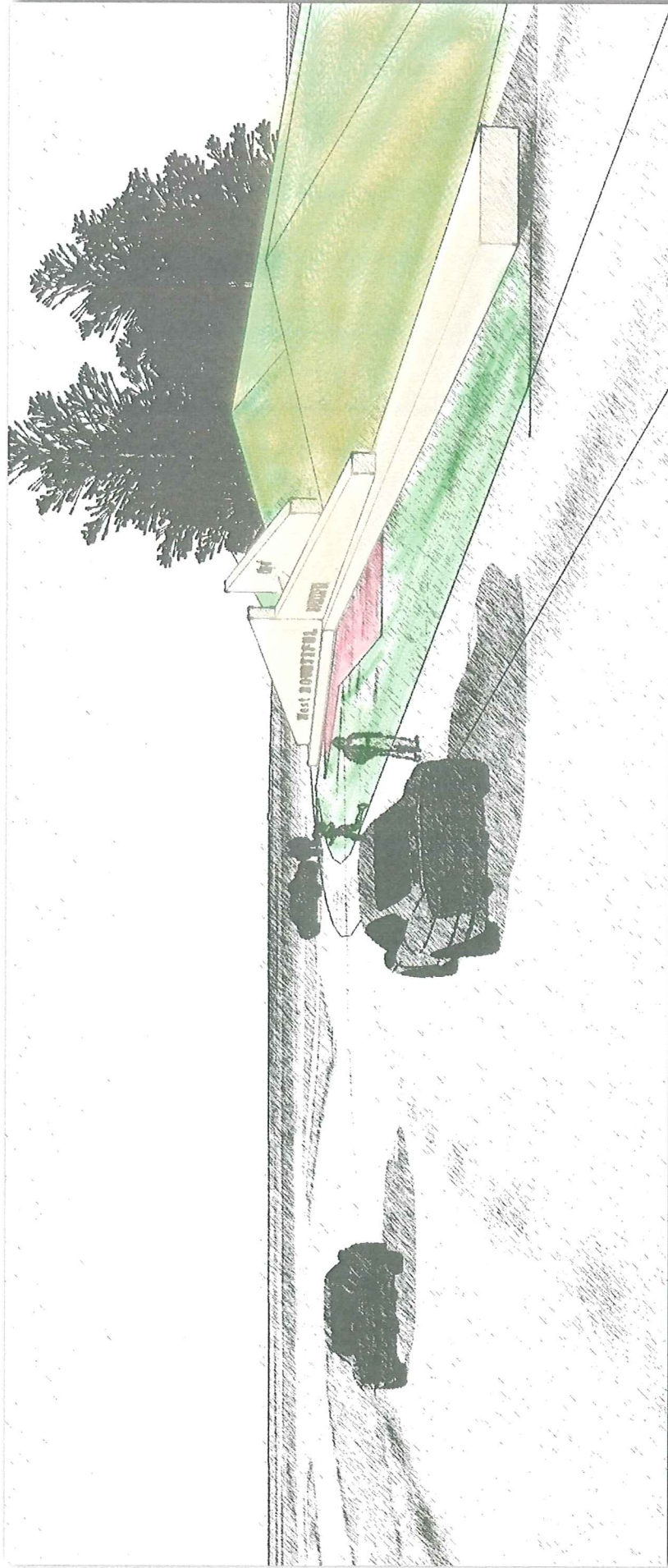
Date: \_\_\_\_\_



# 500 South Concept - View 1

December 11, 2014

Logan Simpson Design



## 500 South Concept - View 2

December 11, 2014

Logan Simpson Design





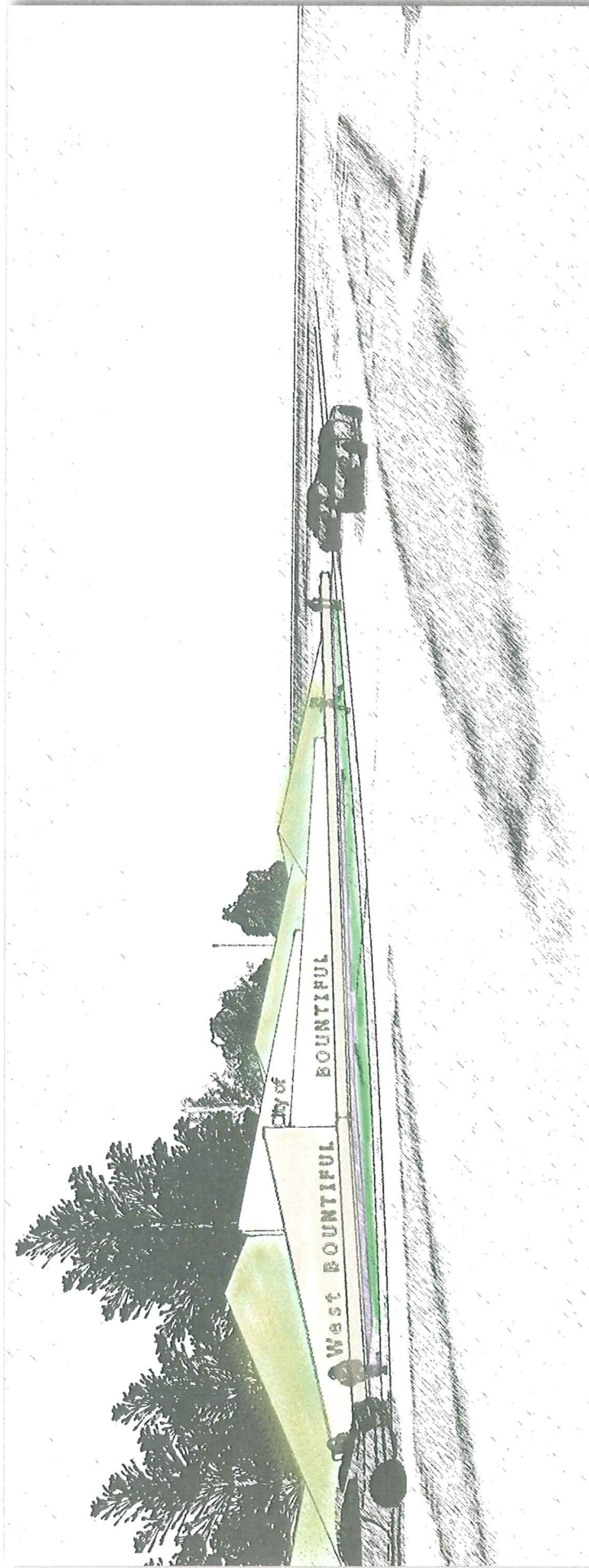
# 500 South Concept - View 3

December 11, 2014

Logan Simpson Design



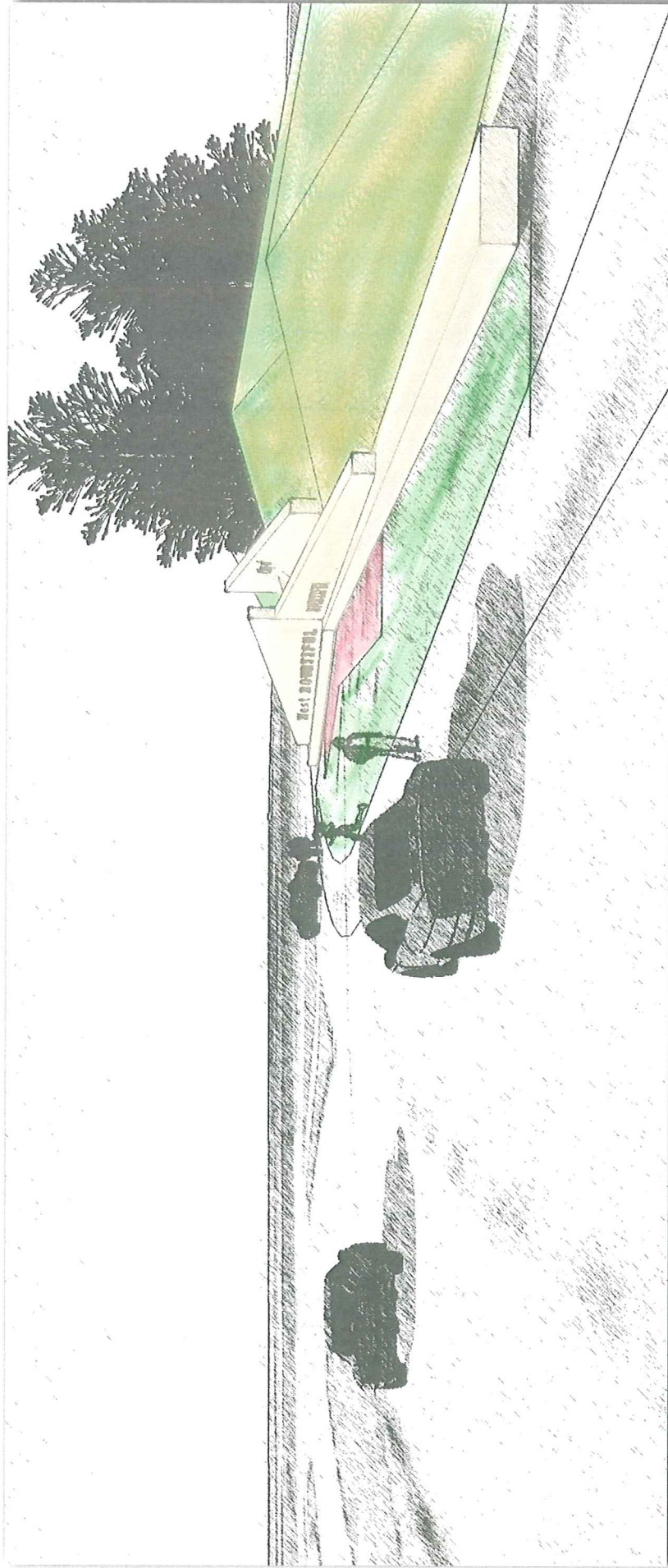




# 500 South Concept - View 1

December 11, 2014

Logan Simpson Design



## 500 South Concept - View 2

December 11, 2014

Logan Simpson Design



# 500 South Concept - View 3

December 11, 2014

Logan Simpson Design







# MEMORANDUM

**TO:** Mayor & Council

**DATE:** August 27, 2015

**FROM:** Ben White

**RE:** Public Improvement Deferral Agreement  
1141 West 400 North (Skiddy Subdivision Lot 2)

---

The Turville family has applied for a building permit to construct a home on Lot 2 of the Skiddy Subdivision. This lot is a 1.45 acre lot on the south side of 400 North Street, just one lot west of the 1100 West 400 North intersection.

The Skiddy Subdivision was approved in 2012 without the installation of curb and sidewalk along the west and south sides of 1100 West and 400 North. Shortly, after approval of the subdivision, the City received a building permit for the corner lot for which a deferral agreement for public improvements, namely curb and sidewalk, was granted during the September 18, 2012 meeting.

The discussion in 2012 included the same three points that are debated whenever an application like this is presented:

1. The most appropriate time to install the street improvements is at the time of the original construction. Asking future home owners to construct improvements in the future would be viewed as a greater financial hardship.
2. Having portions of curb and sidewalk is often unsightly and difficult to maintain. It would be better to have all the improvements constructed at the same time.
3. What if we want to change the layout of the street to include items such as an equestrian trail in our more rural and less developed areas?

The City's municipal code related to offsite improvements in association with a building permit includes the following language:

***15.08.050 Site and off-site improvements may condition building permit approval.***

*The installation of curb, gutter, sidewalks, drainage culverts, and covered or fenced irrigation ditches of a type approved by the land use authority may be required on any existing or proposed street adjoining a lot on which a building is to be constructed or remodeled, or on which a new use is to be established. Such curbs, gutters, sidewalks, drainage culverts, and safety features for irrigation ditches and canals may be required as a condition of building permit approval.*

Possible motions could include:

1. Motion to approve an Extension for Off-Site Improvements Agreement with will defer the required public improvements required by municipal code section 15.08.050 until a future date.
2. Motion to requirement improvements be constructed now as part of the home building permit.
3. Motion to not require the improvements now or in the future.
4. Derivations of the above motions would include the City exercising the right to require improvements be installed on other properties where deferral agreements have been approved. A second derivation would be to consider forming an Improvement District to construct all the street improvements at one time.

WHEN RECORDED, RETURN TO:

West Bountiful City Corporation  
550 North 800 West  
West Bountiful, Utah 84087

## **EXTENSION FOR OFF-SITE IMPROVEMENTS AGREEMENT**

This Extension for Off-Site Improvements Agreement (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between WEST BOUNTIFUL CITY, a Utah municipal corporation (the “**City**”); and TRENT N. LARSON AND LYNNETTE E. LARSON and LTR ENTERPRISES, LLC, a Utah Limited Liability Company (collectively, “**Owners**”).

### **RECITALS**

A. Owners have applied to the City for approval of a building permit to construct a residence on property owned by Owners located at 1141 West 400 North Street, West Bountiful, Utah, and more particularly described in the attached Exhibit A (the “**Property**”).

B. The City is willing to issue the building permit, subject to the completion of certain off-site improvements, namely, curb, gutter, asphalt road extension and sidewalk along the Property’s frontage on 400 North Street, West Bountiful, Utah (collectively, the “**Improvements**”).

C. The City is willing to grant an extension of time for completing the Improvements according to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants set forth below, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. EXTENSION OF TIME.** The City hereby grants the Owners, their successors and assigns an extension of time to complete the Improvements until 120 days after the City, in its sole discretion, determines the Improvements must be installed and makes a written request therefor to the Owners, or thirty years from the date of this Agreement, whichever occurs first. The Owners will construct and install the Improvements subject to the City’s inspection and approval and all applicable ordinances, standards, and regulations at no cost to the City; and will warrant the Improvements for a period of one year after the City’s approval of the installation.

**2. CITY’S OPTION TO COMPLETE IMPROVEMENTS.** If for any reason the Owners do not complete the Improvements within the time allowed under this Agreement, the City is hereby authorized to construct and install the Improvements at the sole expense of the Owners, and to charge the Owners, jointly and severally, with the cost of such construction and installation. Such charge will constitute a lien against the Property.

**3. SECURITY FOR COMPLETION OF IMPROVEMENTS.** Before the Owners commence construction of the Improvements, the Owners will make a cash deposit with

the City equal to one hundred twenty percent (120%) of the total cost of the Improvements to be completed by the Owner, as estimated by the City. The deposit will be refunded in accordance with the West Bountiful Municipal Code after satisfactory completion of the warranty period provided in Section 1.

**4. COVENANTS RUN WITH THE LAND.** The covenants contained in this Agreement shall be construed as covenants with respect to real property and shall run with the land. Such covenants shall be binding upon the Owners' heirs, agents, successors in interest, and assigns.

**5. APPROVAL OF SPECIAL IMPROVEMENT DISTRICT.** If a special improvement district for any of the Improvements is ever proposed to be created, neither of the parties will protest the creation of the district.

**6. MISCELLANEOUS PROVISIONS.**

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

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

**c. No Third-Party Beneficiaries.** This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity shall have any interest under this Agreement or be classified as a third-party beneficiary to this Agreement.

**d. Attorney Fees.** In the event the City is required to take any action to enforce its rights under this Agreement, the City shall be entitled to recover from the Owners its costs, including reasonable attorney fees, whether incurred in litigation or otherwise.

**e. Reserved Powers.** Nothing in this Agreement will limit the City's future exercise of its police power to complete the Improvements before the time allowed in this Agreement if the City, in its sole discretion, deems it necessary for the health, welfare, and safety of its residents. In such event, the City will charge the Owners for the cost of construction and installation of the Improvements.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**WEST BOUNTIFUL CITY**

---

Kenneth Romney, Mayor

ATTEST:

---

Cathy Brightwell, City Recorder

**OWNERS:**

---

TRENT N. LARSON

---

LYNNETTE E. LARSON

LTR ENTERPRISES, LLC

---

Tanner Robert Turville, Manager



## ACKNOWLEDGMENTS

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) : ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, appeared before me ***Trent N. Larson and Lynnette E. Larson***, who, being duly sworn, did acknowledge that they are the Owner named in the foregoing Agreement, and that they signed the Agreement on behalf of the Owner.

NOTARY PUBLIC

STATE OF UTAH )  
 )  
 ) : ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, appeared before me ***Tanner Robert Turville***, who, being duly sworn, did acknowledge that he is the manager of LTR Enterprises, LLC, the Owner named in the foregoing Agreement, and that he signed the Agreement on behalf of the Developer as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_) : ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 2015, appeared before me ***Kenneth Romney*** and ***Cathy Brightwell***, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

## **EXHIBIT A**

### ***Legal Description of the Property***

Parcel # 06-345-0002

Consisting of real property located at 1141 West 400 North, West Bountiful, Davis County, State of Utah, more particularly described as follows:

ALL OF LOT 2, SKIDDY SUBDIVISION, DAVIS COUNTY, UTAH  
CONTAINING 1.449 ACRES

West Bountiful City

**PENDING**

August 25, 2015

**Planning Commission**

**Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice website and the West Bountiful City website, and sent to Clipper Publishing Company on August 21, 2015 per state statutory requirement.

**Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, August 25, 2015, at West Bountiful City Hall, Davis County, Utah.**

**Those in Attendance:**

**MEMBERS PRESENT:** Chairman Denis Hopkinson, Alan Malan, Laura Charchenko, Mike Cottle, Corey Sweat, and Councilmember Kelly Enquist

**MEMBERS EXCUSED:** Vice Chairman Terry Turner

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

**VISITORS:** Jessica Pitt, Kyle Honeycutt, Liz Moore, Bev Haslam, Brad Frost, Gary Jacketta.

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

**I. Accept Agenda.**

Chairman Hopkinson reviewed the agenda. Corey Sweat moved to accept the agenda tabling Item #3. Alan Malan seconded the motion and voting was unanimous in favor.

**Business Discussed:**

**II. Consider Conditional Use Permit for Jessi's Garden Preschool at 731 N 1100 W.**

Commissioner's packets included a memorandum dated August 20, 2015 from Cathy Brightwell regarding an application for a Conditional Use Permit for a Preschool at 731 N. 1100 W. from Jessica Pitt/Jessi's Garden Preschool, the Conditional Use Permit Application, application for a Home Occupation Business License, a letter from the Utah Department of Health exempting her

from needing a license, and signatures from 24 surrounding neighbors with no objections to her business and a site plan for her pre-school business.

The memorandum included the following information:

- Jessica Pitt has filed a Conditional Use Permit application and a Home Occupation Business License application to open a preschool in her home.
- Business will be active from approximately 9 am until noon during the weekdays. There will be a maximum of 8 children enrolled on any given day.
- Pre-school will be held in her basement and the main floor living area will not be used. Owner will be the only teacher, but may have parent volunteers from time to time.
- Ms. Pitt will have children wait behind her front fence and personally take each child safely to their vehicle.
- Staff believes this business request meets all requirements for West Bountiful municipal Code, Chapter 5.28 Home Occupation and Chapter 17.60 Conditional Uses and recommends its approval.
- A list of affirmative findings and recommended conditions was also included in the memorandum.

Cathy Brightwell introduced the owner of Jessie's Garden Preschool and stated that she would like to begin doing business on September 7, 2015. Further, she reviewed the application and information in the staff's memorandum.

Chairman Hopkinson asked the Commissioner's for their comments or concerns.

Commissioner's Comments:

**Alan Malan** asked how big the pond is in her yard that is not fenced. Ms. Pitt responded that the 4 to 5 year olds will only be allowed outside on Friday's to explore nature. Parents are given the option to have their children wear life jackets. Mr. Malan inquired about fencing and Mrs. Pitt answered that the yard is big and is not totally enclosed with fencing.

**Laura Charchenko** was concerned about parking and delivery of children. Parents will be asked to pick up children in front of the home. Mrs. Pitt will walk each child to their car and parents will not get out of the car to retrieve/and or deliver the child.

**Mike Cottle** asked if there would be any help for her on Friday's by the pond. Mrs. Pitt answered in the affirmative; she will have parent volunteers help out on those days.

**ACTION TAKEN:**

**Laura Charchenko moved to approve the conditional use permit for Jessica Pitt/Jessi's Garden Preschool located at 731 North 1100 West with affirmative findings that the proposed use is desirable to provide service that will contribute to the general well-being of**

the neighborhood and community; will not be detrimental to the health, safety, or general welfare of persons residing in the vicinity, or injurious to property in the vicinity; shall not inordinately impact the streets in the area; and will comply with the regulations specified in the A-1 zoning ordinance. The following conditions will be met: Fire Marshal inspection, parents will be told to park in driveway or immediately in front of home and not across the street, no external signage will be used for the preschool, and a person who is not a resident of the dwelling shall not be employed to work on the premises. Corey Sweat seconded the motion and voting was unanimous in favor.

### **III. Consider Conditional Use Permit for AutoZinc at 1090 W 500 S**

This item was tabled during the agenda approval due to the fact that the applicant did not turn in the required paperwork for application.

### **IV. Discuss Conceptual Subdivision Proposal for Pony Haven.**

Commissioner's Packet included a memorandum dated August 21, 2015 from Ben White regarding Pony Haven Subdivision stating the desire of Ovation Homes to purchase 9.2 acres of the current "Pony Haven" property at 690 West Pages Lane to develop their proposed 55 year plus senior living subdivision. Attached to the memorandum was a concept site plan, a yield plan diagram, a description of Ovation Homes, and West Bountiful Municipal Code excerpts for Commissioner's review and reference.

Ben White introduced the Pony Haven Subdivision proposal and briefly reviewed the packet information then turned the time over to the owner of Ovation Homes, Mr. Brad Frost. Mr. Frost introduced the idea that they are proposing one level single family dwelling homes that will be for persons 55 and over. The yards will be maintained for each resident. Mr. Frost showed a slide presentation of some previous projects he has done. He explained that the home size ranges from 1800 to 2300 sq. ft. with traditional and contemporary designs. Lot sizes would be around 6500 sq. ft., a bit smaller than the traditional 10,000 sq. ft., and there will be open space within the development. The road stubs on the north end will be connected from east to west and the drainage issues will be taken care of. All homes are constructed as one level; due to the demographics, there is approximately 60% less traffic than a traditional family subdivision and less impact on the community, such as schools because the residents are older.

Chairman Hopkinson directed the Commissioners to staff's memorandum which listed several questions to consider and pointed out that if the property were developed as a traditional quarter acre lot subdivision there would only be 30-31 buildable lots if the two stub streets to the east are connected. The applicant is requesting a 42 lot subdivision as a PUD/HOA development.

Chairman Hopkinson stated that previous PUDs in West Bountiful have been a disaster. Mr. Hopkinson asked some of the questions in the memorandum for Mr. Frost to address.

104 #1. How does the HOA control the 55 year old and older restriction?

105 Mr. Frost responded that their clients are retired and take pride in their community and home.  
106 They tend to police the area themselves because they care about their homes and area. Over their  
107 more than 15 years in this business, there has never been a problem with any of their HOA's.

108 #2. Who is excluded from living in the community?

109 Ben White spoke to this issue stating that all owners agree to following the CC&Rs and are  
110 required to sign a document that protects the HOA. He explained that his research has shown  
111 that if 80% of the units are occupied by 55 and older residents they are protected with this  
112 document but if the percentage drops below 80% then it becomes a problem. Mr. Frost stated  
113 that they have found the best way to deal with this issue is to set limits for number of residents,  
114 for example, they allow 2 bedroom homes to house up to 3 people and 3 bedroom homes may  
115 house up to 4 people. This rule has allowed some flexibility but keeps the neighborhood  
116 atmosphere as it was established.

117 **Commissioner Comments:**

118 **Mike Cottle** stated that he is a real estate agent and is familiar with some of their work (Syracuse  
119 and Kaysville) and confirmed that their product is needed and is a quality product. He said there  
120 is a demand for this type of housing.

121 **Corey Sweat** asked about the open space area. On the preliminary plat it looks like they are  
122 adjacent to public streets. Will this area be open to the public? Mr. Frost responded that it is  
123 totally up to what the city wants and puts in the development agreement. Mr. Sweat inquired  
124 what the setbacks would be. Mr. Frost responded they would be requesting approximately 5 feet  
125 side yards but knows that is a problem with our current code. Ben explained that side yard  
126 setbacks cannot be changed with the PUD, but front and back setbacks can be negotiated. Mr.  
127 Frost responded that traditionally his clients prefer smaller lots.

128 **Laura Charchenko** stated that her parents are looking for an area just like this. Her concern  
129 was how close the homes are to each other. She is concerned with the east side stub road and  
130 what would be proposed with that.

131 **Alan Malan** stated that our community is not an exclusive community but an inclusive  
132 community giving the example that sometimes grandparents are charged with having to raise  
133 their grandchildren and in this proposal they would be forced to move. He stated that the east  
134 side stub street has to be finished to allow travel for public works and safety vehicles. Mr. Malan  
135 felt that some of the amenities like the open space look like there is not a plan to it. Some  
136 discussion took place in this regard concerning drainage. He is not sure there is enough open  
137 space for the size of the proposed development.

**Chairman Hopkinson** noted that there are some hurdles to get over but this is not undoable. He explained that this property should be developed and he believes there are other companies waiting in line for the opportunity. He agreed that there is a great need for this type of development in West Bountiful. He supported Mr. Malan's comment that we are a community that includes and not excludes. **Mr. Sweat** spoke to that stating that we have excluded this type of community and it makes sense to include this type of development for senior residences.

In review, we need the stub road connected and some planned open space. Mr. Frost informed the Commission that they will go door to door in the surrounding neighborhoods to educate them on what type of development would be abutting their property. Corey suggested having a public meeting to introduce this concept. Chairman Hopkinson stated that we have to at least agree on a preliminary approval before a Public Hearing should be scheduled. Mr. Frost is very interested in keeping communication open among the citizen's and city officials. He inquired what the city would be comfortable with regarding side yard exceptions. Mr. White stated the best way is to change the code. Mr. Frost suggested that these issues could be handled in a development agreement.

Chairman Hopkinson encouraged them to hang in there through the process and get things worked out.

#### **V. Discuss Flag Lots and schedule Public Hearing for September 8, 2015.**

**Mr. White** stated that changes had been incorporated from the last meeting and after further review; staff has made a few more changes. The purpose of this is to try to true up some of the requirements and highlight the minimum requirements.

**Chairman Hopkinson** felt better about the language but noted there could be some improvement in the proposed language.

**Alan Malan** referred to item 8 and was still concerned that someone could interpret the language to mean that they cannot have a flag lot if more property from a neighbor would allow for a traditional development. Mr. White responded that is exactly what you don't want to allow. Some discussion took place regarding this idea including some examples in our City. Ben White pointed out there is limited flexibility which is what should be most desirable.

**Mr. Malan** desires to further discuss #8 to achieve a more middle ground for allowance. Chairman Hopkinson stated that middle ground is hard to write in. This is meant to give Staff some fixed guidelines to direct the property owner before sending them to the Planning Commission for further review.

#### **ACTION TAKEN:**

**Laura Charchenko moved to set a public hearing for language changes to Title 16 Subdivision-Flag Lots on September 8, 2015 at 7:35 pm. or as soon thereafter as possible. Alan Malan seconded the motion and voting was unanimous in favor.**

## **VI. Staff Report**

- **400 N- Security Investments Zoning-** Ben reported that there is someone interested in developing covered and indoor RV storage on this property. He informed the Commission that the interested party may come before us requesting a rezone.
- **Economic development/Master Plan Update-** City Council is reviewing some options of Economic Development in our city. This may prompt a General Plan update. Duane has been researching some options. Chairman Hopkinson inquired why we would spend money to do this under the current conditions. He did not feel there was a need to do such.
- **Stringham Farm Update-** Ben reported that the City Council and Wild's came to an agreement last week and Mr. White explained that agreement. He informed them that things should be moving forward for that development in the near future.
- **Election Update-** Cathy Brightwell reported that although we had a poor turn-out for the Primary Election, it was better than the last. Candidate information will be put on our City Website. General Election will be held November 3, 2015.

## **VII. Approval of Minutes for July 28, 2015**

### **ACTION TAKEN:**

**Laura Charchenko moved to approve of the minutes dated July 28, 2015 as presented. Alan Malan seconded the motion and voting was unanimous in favor among those members present.**

## **VI. Adjournment**

### **ACTION TAKEN:**

**Alan Malan moved to adjourn the regular session of the Planning Commission meeting at 8:55 pm. Laura Charchenko seconded the motion. Voting was unanimous in favor.**

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The foregoing was approved by the West Bountiful City Planning Commission on August 25, 2015, by unanimous vote of all members present.

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Cathy Brightwell - City Recorder



**Minutes of the West Bountiful City Council meeting held on Tuesday, August 18, 2015 at West Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

Those in attendance:

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

**EXCUSED:**

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

**VISITORS:** Alan Malan, Andy Williams, Fire Chief Bassett, Wendell Wild

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

Economic Development Strategy Session.

Duane Huffman opened the discussion by introducing Jason Burningham who reviewed economic development strategy planning from the session held earlier in the year. He provided several vision statement examples and a map to visualize possible project areas.

Mr. Burningham pointed out several areas of the city identified for potential economic growth, and noted the success of projects like the Commons. He emphasized the benefits of adopting a statement to identify the City Council's vision and goals. He recommended finding out if the ideas/initiatives are aligned with what residents want. There was discussion about areas such as 500 South, Redwood Road, and Evergreen Circle, and the need to focus on residential options for elderly residents.

A discussion followed regarding beliefs about the community's desires for economic development projects: Low impact to traffic, service needs, and schools; low density; non-residential development removed from residential areas; and transitional housing options, especially for seniors.

Potential initiatives will need to help the City have a balanced tax base. Conceptual projects were discussed, such as commercial/retail; employment centers; industrial/flex space; residential (low/medium/high density); big boxes; auto mall center; hotel/motel conference space; expanding current business or industry; senior community with medical facilities.

Mr. Burningham believes the lowest hanging fruit for the current economic climate and available land in West Bountiful is industrial flex space, which looks like commercial but has warehousing space typically with a ratio of 30% office/70% warehouse. He claims there is a large demand for this type of space.

With regard to the Redwood Road and 500 South area, a balanced approach is important to bring economic benefits including sales tax and employment. For example, adding more rooftops as a way to make this area a regional hub for businesses, research parks, and educational development. A big barrier is the restriction of truck traffic on Legacy highway, and property owners that have

historically been either not willing to work with the City or want too much money for the land. A plus is the proximity to the airport.

Duane suggested talking about the tools we have and how we will use them to promote our plans. What should we be doing? Jason responded that it is important to focus on a balanced tax base and to be patient. He suggested we need to extend and delay the triggers of the CDA already in place, and to include timeframes as we review the master plan. It is also important to get property owners involved and vested in projects.

There was discussion about how to move forward and the need to identify tools, build consensus with property owners, begin master plan updates, and determine if the CDA has the longevity it needs. Mr. Burningham will put together a report based on the information from this and the previous session.

*The work session adjourned at 7:35pm.*

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Mayor Romney called the regular meeting to order at 7:42 pm.

Invocation/thought - Mark Preece commented about the disappointing low voter turnout; and then offered a prayer. James Bruhn led the Pledge of Allegiance.

**1. Accept Agenda**

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

**2. Public Comment.**

No public comment was given.

**3. Canvass of Votes for the West Bountiful 2015 Municipal Primary Election.**

**MOTION:** *James Bruhn moved to declare that the top six city council candidates based on the final canvas report are certified to move on to the general election. James Ahlstrom seconded the Motion which passed by unanimous vote of all members present.*

There was a short discussion about reports of higher voter turn-out with vote by mail versus electronic voting, and questions about which group is better informed about the candidates.

**4. Consider Agreement to Amend Plat Conditions for Stringham Farm Subdivision, West Bountiful, Davis County, Utah.**

Duane Huffman reviewed the final version of the agreement and pointed out several changes.

**MOTION:** *Debbie McKean moved to approve the Agreement. Kelly Enquist seconded the Motion. James Ahlstrom offered a friendly amendment to make the preamble title and the first line of the document match; clarify the last sentence in #1 by adding; “and any other requirement imposed as part of subdivision process;” and to underline #10, Governing Law to match other sections. Debbie McKean and Kelly Enquist agreed to the amendments and the Motion PASSED with a vote of 4-1.*

The vote was recorded as follows:

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

**5. Consider Easement Agreement for Stringham Farm Subdivision with Wendell and Mary Wild.**

**MOTION:** *Mark Preece moved to approve the Easement Agreement for Stringham Farm Subdivision. Debbie McKean seconded the Motion which PASSED with a vote of 3-2.*

The vote was recorded as follows:

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

*A 5 minute comfort break was taken.*

**6. Discuss Park Improvements (pickleball, basketball, playground equipment placement).**

Duane Huffman reviewed the diagrams and maps that were provided in the packet. One diagram showed an option for a combined basketball/pickleball court, but he commented that in reality, it may be difficult to have both share the same space.

He proposed 2 options. The first would be to have both sports share the same court. The second is either a full or half basketball court and a separate pickleball court with some separation between them. While it might be tight, staff believes both courts would fit in the space. There was discussion about the options and the consensus was to put in a full basketball court but to also leave room to the west for a pickleball court that could be added in the future.

There was discussion about placement of the playground equipment and whether it could be installed around the existing trees. There was concern about removing trees that provide needed shade and a desire to try to keep as many trees as possible. Several trees can be cleaned up by removing dead branches. It was recommended that a plan be put together to plant trees so when the

older ones need to be cut down, the newer trees will be a decent size. There was also discussion about the importance of ongoing maintenance to keep them in good shape.

The consensus was to go forward with what was presented as option 5 for playground placement, which modified the shape of the playground away from the large hill and incorporating one of the large trees into the playground area (but outside of fall zones) and building a sidewalk all the way around the playground equipment.

**7. Continued Discussion on Personnel Policy Re-Draft.**

James Ahlstrom moved that this item be tabled and Mark Preece seconded the motion; all members agreed.

**8. Police Report.**

Chief Hixson summarized his August 2015 report. Two of the City's crossing guards retired. One current substitute will fill an open spot, but the two current applicants for the other spot only want to work as substitutes. We are advertising for the open position. Crossing guard training will be held on August 20.

New officer testing went well. Of the 22 applicants, 14 were tested. The top 10 were invited back for interviews.

On August 12, Washington State's most wanted fugitive was arrested at the Country Inn & Suites. Several agencies were involved, and it was a great team effort.

**9. Engineering Report.**

Ben White reported that Ovation Homes has the Pony Haven area under contract to purchase. Their intent is to build homes for people 55 years and older. They are proposing small lots, with an HOA that provides front yard maintenance, fences, and snow plowing. He said if they were each .25 acre there would be 30-31 lots; their proposal is for 42 lots of about 7k square feet. He added that there are three road stubs around the property and they have initially proposed to connect the northern two stubs and use the remaining one as a walkway. Council member Ahlstrom asked if the developer understood that the PUD ordinance is only intended to grant additional density under certain specific circumstances. Both he and Council member Bruhn stated that they would prefer all three stubs be used for street access.

Mr. White also reported that he and Mr. Huffman met with Ms. Deppe at the corner of 550 W and 1000 N to discuss the safety issues at her corner. Generally speaking, she wants to be left alone and believes that a commitment was given years ago that sidewalk would not go in until she left, but she also understands the City may proceed with the sidewalk. She said it is okay to trim her trees, but she was not in favor of cutting them down to make it comply with sight triangle regulations. Mr. White asked for direction on how to proceed. There was discussion about pursuing bids and short term fixes to address the safety issues. To put in a sidewalk and meet code regulations, the fence will likely need to come down and the bushes and trees need to be removed. The council asked them to proceed to get bids for sidewalk.

Mr. White then spoke regarding 1100 West street conditions at Olsen Ranches. Ben explained that road compaction was not adequate for the trenches so the road has bumps. The City has received an extended warranty on the road, so rather than have the bumps repaired now, we will

wait to see if they get worse. Council member Bruhn noted that the City needs to be extra careful not to let the warranty lapse prior to having the road fixed.

**10. Finance and Administrative Report.**

Duane Huffman reviewed the July 31 finance report. Mayor Romney asked when fiscal year summary numbers, especially for the golf course, will be available. Duane responded that it is better to wait until after the audit, but that he can provide preliminary figures at any time.

He noted that there is a tentative agreement with UTA regarding the Prospector trail. They have agreed to clear the entire trail right of way, only after which the City will take over additional maintenance. It is not final but is moving in the right direction. We need to get it done to get access to the new rest room.

**11. Mayor/Council Reports.**

James Ahlstrom reported that a citizen was driving west at the train tracks on 500 South and was stopped for 15 minutes by a train going into Holly. He asked if we can make a friendly request for them not to do it during rush hour. Duane will bring it up at the next community meeting.

He also asked if the name of the company moving into the old Shopko building is public record. Duane responded that they have filed a building permit which makes it public information.

Mark Preece reported they are reviewing Youth Council applications next week for the new school year.

James Bruhn reported that there is a new access road to the landfill in Layton, and UDOT has added a light to make it a safer route. Layton City is moving to curbside recycling which will probably kill the recycling drop-off at the landfill. Unit A waste energy facility is up and running, with the hope to get Unit B up by August 24; they have been producing a lot of steam which Hill AFB is utilizing.

He also asked why there is no longer a fence on the south side of the new overpass. Staff will follow up. There was also discussion about UDOT's future plans to place concrete on the bridge and how it may impact us.

Mr. Bruhn asked the status of the Alice Acres development, specifically when will the sidewalk be replaced and the status of the Weber Basin issues. Staff noted that the missing sidewalk will be installed either by the developer or by the City (at the developer's cost) prior to the start of school.

Debbie McKean reminded everyone that newsletter articles are due this week. James Ahlstrom asked about starting a recognition section for improved landscaping; pride of ownership. We could ask for nominations. We will also solicit local artists for mural or stenciling on the large bowery at City Park.

She noted that the Arts Council really appreciated their recognition dinner and thanked council members for their support. She added that Colleen Maloy, a long time member, is retiring and they are looking for new members.

Mosquito Abatement continues to have positive testing of West Nile Virus in 2 traps around the City; one west of the golf course and one at City Park. They are spraying, but mosquitoes are still

bad. There was a suggestion to have the golf course sell mosquito repellant. She pointed out that West Nile Virus has flu-like symptoms – severe headache, joint pain, etc. She added that with these results, all *No Spray* zones have been lifted.

Kelly Enquist announced he really likes the new 400 North overpass! He also suggested at some point the council needs to discuss what is allowed and not allowed at the City's parks. For example, skateboards, dogs, ice blocks, sledding, etc. Our signs are confusing. Duane commented that we have an ordinance that prohibits certain things, and other things have been added to signage so it would be good for an overall review.

**12. Approval of Minutes from the August 4, 2015 City Council Meeting.**

**MOTION:** *James Ahlstrom moved to approve the minutes from the August 4, 2015 meeting. James Bruhn seconded the Motion which PASSED by unanimous vote of all members present.*

**13. Possible Executive Session for the Purpose of Discussing Items as Allowed, Pursuant to Utah Code Annotated 52-4-205.**

There was no need for an Executive session.

**14. Adjourn**

**MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City Council at 9:56 p.m. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

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*The foregoing was approved by the West Bountiful City Council on Tuesday, September 1, 2015.*

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Cathy Brightwell (City Recorder)