Mayor
Kenneth Romney

City Council
James Ahlstrom
James Bruhn
Kelly Enquist
Mark Preece
Andrew Williams

WEST BOUNTIFUL CITY

550 North 800 West
West Bountiful, Utah 84087

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

City Administrator
Duane Huffman

City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING
AMENDED AGENDA

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:30 PM, ON TUESDAY, MARCH 1, 2016 IN THE CITY OFFICES AT 550 N 800 WEST.

Invocation/Thought –Andy Williams; Pledge of Allegiance – Kelly Enquist

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Ordinance 375-16, An Ordinance Imposing a One-Tenth of One Percent Local Sales and Use Tax to Fund Recreational and Cultural Facilities and Organizations ("RAP Tax") and Modifying Chapter 3.10 of the West Bountiful City Municipal Code For the Imposition, Collection and Distribution of the RAP Tax.
4. Consider Resolution 384-16, A Resolution Authorizing and Approving the Execution of an Interlocal Agreement Between South Davis Metro Fire Service Area, Davis County, and the Cities of Bountiful, Centerville, North Salt Lake, West Bountiful, and Woods Cross Related to the Provision of Fire Suppression and Emergency Medical Services.
5. Consider Award of the Post Tension Concrete Basketball Court Project to C & C Contractors, Inc. DBA Parkin Tennis Courts for the Amount of $73,600.
6. Consider Approval of $40,000 for Cart Path Repair/Improvements at Lakeside Golf Course.
7. Discuss Justice Court Services.
8. Discuss City Code Regarding Dogs at Parks.
9. 2015 Annual Golf Report.
10. Engineering/Public Works Report.
11. Administrative Report.
12. Mayor/Council Reports.
13. Approve Minutes from the February 16, 2016 City Council Meeting.
14. Possible Executive Session for the Purpose of Discussing Items Allowed, 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 February 26, 2016.

MEMORANDUM

TO: Mayor & Council

DATE: February 25, 2016

FROM: Duane Huffman

RE: RAP Tax Reauthorization

In the 2008 general election, a majority of West Bountiful voters favored the imposition of a 0.1% sales and use tax (RAP Tax) to fund recreational, cultural, botanical and zoological facilities and organizations within the City. The RAP Tax was authorized and approved by the City Council to become effective on April 1, 2009 and will expire on March 31, 2017.

In the 2015 general election, a majority of West Bountiful's voters favored the reauthorization of the RAP Tax. Pursuant to U.C.A. §59-12-1402(2), the attached Ordinance 375-16 approves the reauthorized RAP tax to become effective on April 1, 2017 and run through March 31, 2027.

WEST BOUNTIFUL CITY

ORDINANCE #375-16

AN ORDINANCE IMPOSING A ONE-TENTH OF ONE PERCENT (0.10%) LOCAL SALES AND USE TAX ON QUALIFYING TAXABLE TRANSACTIONS WITHIN WEST BOUNTIFUL CITY TO FUND RECREATIONAL AND CULTURAL FACILITIES AND ORGANIZATIONS ("RAP TAX") AND MODIFYING TITLE 3, CHAPTER 3.10 OF THE WEST BOUNTIFUL CITY MUNICIPAL CODE PROVIDING FOR THE IMPOSITION, COLLECTION AND DISTRIBUTION OF THE RAP TAX

WHEREAS, the residents of West Bountiful City authorized a one-tenth of one percent (0.10%) local sales and use tax on qualifying taxable transactions within West Bountiful City to fund recreational and cultural facilities and organizations ("RAP Tax") in the 2008 general election which took effect April 1, 2009 and will expire March 31, 2017; and

WHEREAS, the City Council adopted Resolution 367-15 on July 7, 2015 authorizing an opinion question to be submitted to the voters of the City providing each voter an opportunity to express an opinion on the continuation of the RAP tax ; and,

WHEREAS, at the regular municipal general election held on November 3, 2015, a majority of the City's registered voters voted in favor of reauthorizing the RAP Tax; and,

WHEREAS, pursuant to Utah Code Ann. §59-12-1402(2), the City Council desires to impose the RAP Tax as provided herein to be effective April 1, 2017. The RAP Tax shall be imposed, collected and distributed in accordance with applicable provisions of State law and the provisions of Chapter 3.10 of the West Bountiful Municipal Code as more particularly set forth and adopted herein.; and

WHEREAS, pursuant to Utah Code Ann. §59-12-1402(4)(b)(ii), the RAP Tax is reauthorized for a ten-year period which expires on March 31, 2027.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT SECTION 3.10 OF THE WEST BOUNTIFUL CITY CODE IS MODIFIED AS SHOWN IN ATTACHED EXHIBIT A:

Passed And Adopted By The City Council Of West Bountiful, Utah, This 1st Day Of March, 2016. This ordinance will become effective upon signing and posting.

By:

_____
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	____	____
Councilmember Bruhn	____	____
Councilmember Enquist	____	____
Councilmember Preece	____	____
Councilmember Williams	____	____

Attest:

_____
Cathy Brightwell, City Recorder

CERTIFICATE OF PASSAGE AND POSTING ORDINANCE

I, the duly appointed and acting recorder for the City of West Bountiful, hereby certify that the foregoing Ordinance No. _____ was duly passed and published, or posted at three public places within the municipality on _____, 2015 , which public places are: 1) West Bountiful City Hall, 2) West Bountiful City Park Bowery, and 3) Lakeside Golf Course.

_____ *DATE:*_____
Cathy Brightwell, City Recorder

EXHIBIT A

CHAPTER 3.10 RECREATIONAL, ARTS AND PARKS (RAP) TAX

3.10.010 Purpose
3.10.020 Compliance
3.10.030 Recreational, Arts and Parks (RAP) TAX.
3.10.040 Collection.
3.10.050 Use of Funds.
3.10.060 Distribution of Funds.
3.10.070 Effective Date.

3.10.010 Purpose.

A majority of the registered voters of West Bountiful City voted in favor of the imposition of a local sales and use tax of one-tenth of one percent (0.10%) on certain qualifying transactions within the City to fund recreational and cultural facilities and organizations within the community (the RAP Tax) at the regular general election held on November 4, 2008. In the 2015 Municipal General Election, the RAP Tax was re-adopted by the City's voters. The purpose of this Chapter is to impose the RAP Tax as approved by West Bountiful City voters and to provide for the collection and distribution of the revenues generated by the RAP Tax.

3.10.020 Compliance.

It is the intent of the City to comply with all applicable provisions and restrictions set forth in *Utah Code Ann. §59-12-1401, et seq., as* amended*,* regarding local sales and use tax to fund recreational and cultural facilities and organizations.

3.10.030 Recreational, Arts and Parks (RAP) Tax.

There is hereby levied a local option sales and use tax on qualifying taxable transactions within West Bountiful City at the rate of one-tenth of one percent (0.10%). This tax shall be known as the Recreation, Arts and Parks (RAP) Tax. The initial RAP Tax was levied for a period of eight (8) years and was reauthorized for an additional ten (10) years in accordance with applicable provisions of *Utah Code Ann. § 59-12-1402,* as amended.

3.10.040 Collection.

The RAP Tax shall be administered, collected and enforced in accordance with the procedures set forth in Title 59 Chapter 12, Parts 1 and 2 of the *Utah Code Annotated,* as amended, regarding Tax Collection and Local Sales and Use Tax Act (excluding Subsections 59-12-205(2) through (7), and Title 59, Chapter 1, of the same, as amended, regarding General Taxation Policies).

3.10.050 Use of Funds.

The monies generated from the RAP Tax shall be used for financing recreational and cultural facilities within the City or within the geographic area of entities that are parties to an interlocal

agreement with the City providing for the support of cultural organizations; and other eligible facilities, organizations or purposes provided by law.

3.10.060 Distribution of Funds.

Funds generated by the RAP Tax may be used for qualifying facilities and organizations approved by the City Council. The City may also enter into an interlocal agreement with other qualifying entities and distribute the revenues generated by the RAP Tax to participants in the interlocal agreement as provided by law.

3.10.070 Effective Date.

Except as otherwise provided by law for billing cycle transactions and catalogue sales, the enactment and imposition of the RAP Tax shall take effect on the first day of the calendar quarter following a ninety (90) day waiting period beginning on the date the Utah State Tax Commission receives notice from the City regarding its creation of the RAP Tax in accordance with *Utah Code Ann. § 59-12-1402(5),* as amended. Pursuant to such provision, the initial West Bountiful RAP Tax took effect on April 1, 2009. The reauthorized RAP Tax will take effect on April 1, 2017 and run through March 31, 2027.

MEMORANDUM

TO: Mayor & Council

DATE: February 25, 2016

FROM: Duane Huffman

RE: **Interlocal Agreement with Fire District**

The creation of the South Davis Metro Fire Service Area (commonly referred to as the Fire District) nullified the former interlocal agreements that outlined the formula and practices related to city assessments. As the new District will continue to be funded in part by city assessments, it is necessary to now adopt a new interlocal agreement with the District. Highlights of this proposed agreement include the following:

- Capital projects (including current debt) and large equipment are to be funded through impact fees and the new property tax;
- If at any time it becomes necessary to use member assessments to cover debt service, future impact fee collections can be used to reimburse these assessments.
- The calculation of member assessments stays the same from the previous agreement – members contribute a proportional share based on assessed value.
- As a new entity, the Fire District will develop and collect its own, new impact fee, and the members will repeal any fire specific impact fees they have in ordinance.

This agreement has been reviewed by legal counsel, and it was adopted by the Fire District Board on February 8, 2016.

WEST BOUNTIFUL CITY

RESOLUTION #384-16

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SOUTH DAVIS METRO FIRE SERVICE AREA ("SDMFSA"), DAVIS COUNTY, AND THE CITIES OF BOUNTIFUL, CENTERVILLE, NORTH SALT LAKE, WEST BOUNTIFUL, AND WOODS CROSS RELATED TO THE PROVISION OF FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICES.

WHEREAS, the above Parties have collectively created the South Davis Metro Fire Service Area to provide emergency response, paramedic, emergency medical services and fire prevention and suppression services within all or part of the territorial boundaries of the individual governmental entities creating SDMFSA; and

WHEREAS, the operations of SDMFSA will be supported through ad valorem tax levies, impact fees, revenues generated by SDMFSA, assessments to the Members, and other revenues authorized by law, and

WHEREAS, the Parties desire to establish by interlocal agreement the financing practices of SDMFSA and the assessment formula that will be used for Member assessments.

NOW, THEREFORE, **BE IT RESOLVED** by the West Bountiful City Council that the Mayor is authorized to execute the South Davis Metro Fire Service Area Agreement No. 2016-02 related to the provision of fire suppression and emergency medical services attached as Exhibit A.

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

APPROVED and ADOPTED this 1st day of March, 2016.

_____
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Councilmember Ahlstrom	____	____
Councilmember Bruhn	____	____
Councilmember Enquist	____	____
Councilmember Preece	____	____
Councilmember Williams	____	____

ATTEST:

_____
Cathy Brightwell, City Recorder

APPROVED AS TO FORM:

_____
Steve Doxey, City Attorney

Exhibit A

South Davis Metro Fire Service Area Agreement No. 2016-02

INTERLOCAL AGREEMENT RELATED TO THE PROVISION OF FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICE

This Agreement is made and entered into as of the 1st day of July, 2016 by and between SOUTH DAVIS METRO FIRE SERVICE AREA ("SDMFSA"), a local district and service area, DAVIS COUNTY ("COUNTY"), a body corporate and politic of the State of Utah, BOUNTIFUL CITY ("BOUNTIFUL"), CENTERVILLE CITY ("CENTERVILLE"), NORTH SALT LAKE CITY ("NORTH SALT LAKE"), WEST BOUNTIFUL CITY ("WEST BOUNTIFUL"), WOODS CROSS CITY "("WOODS CROSS"), all municipal corporations and political subdivisions of the State of Utah, collectively referred to as the "Parties"

WHEREAS, the Parties have collectively created SDMFSA to provide emergency response, paramedic, emergency medical services and fire prevention and suppression services within all or part of the territorial boundaries of the individual governmental entities creating SDMFSA (collectively referred to as the "Members");

WHEREAS, the operations of SDMFSA will be supported through ad valorem tax levies, impact fees, revenues generated by SDMFSA, assessments to the Members, and other revenues authorized by law; and

WHEREAS, the Parties desire to establish by interlocal agreement the financing practices of SDMFSA and the assessment formula that will be used for Member assessments.

NOW THEREFORE, the Parties hereby enter into this interlocal agreement (the "Agreement" or the "Assessment Agreement") establishing the financial practices and policies of SDMFSA and the assessment formula that will be utilized by the Board of Trustees of SDMFSA in establishing Member assessments.

1. TERM. This Agreement shall be effective as of the date first above written and shall continue into effect for a period of fifty (50) years or until the total costs of SDMFSA are supported by revenues other than assessments, at which time the Agreement may be terminated, by the Parties.

2. NO SEPARATE LEGAL ENTITY CREATED. By entering into this Agreement, the Parties do not create a separate legal entity.

3. GOVERNANCE. This Agreement shall be administered by the Board of Trustees of SDMFSA (the "Board") and as provided herein, the Chief Administrative and Executive Officer ("CAO") as they are constituted from time to time.

4. CAPITAL FACILITIES AND EQUIPMENT/BONDED INDEBTEDNESS. It is the intent of the parties that the current and future cost of acquisition, construction, equipping and remodeling of SDMFSA fire facilities and the acquisition and equipping of SDMFSA heavy apparatus be financed, when possible, from the proceeds received from SDMFSA imposed impact fees and revenue received from the imposition of ad valorem taxes. When those revenue sources are insufficient to finance the acquisition cost or service the debt for such facilities and/or equipment, it is the intent of the Parties that the Board shall first utilize existing fund balance to the extent that such transfer does not jeopardize the bond rating or the financial security of SDMFSA. If all such revenues are insufficient to pay the acquisition cost or service the debt for capital facilities and equipment, it is the intent of the Members that their duly appointed Trustees shall include the annual shortfall in the Member assessments issued pursuant to this Agreement. If fund balance reserves or assessments are used to cover such a shortfall, it is the intent of the Members that their duly appointed Trustees shall consider an increase in the SDMFSA ad valorem tax rate in the following fiscal year to generate the amount necessary to replenish the SDMFSA fund balance for the amount transferred and the amount included in the Member assessments.

5. 2006 AMBULANCE SERVICE REVENUE BONDS. The Parties acknowledge and agree that Bountiful prepaid its proportionate share of initial capital improvements, and is relieved of any present and future obligation for payment of debt service on the 2006 AMBULANCE SERVICE REVENUE BONDS (the "Bonds"). In the event that SDMFSA levies ad valorem taxes for the payment of debt service on the Bonds, Bountiful shall be entitled to a credit against any assessment levied pursuant to this Agreement for the amount of revenue received by SDMFSA from the assessed valuation of real and personal property located in Bountiful and motor vehicle fees based on Bountiful's assessed valuation. The ad valorem and motor vehicle revenue attributable to Bountiful shall be calculated in accordance with Tax Commission procedures applicable to the calculation of certified tax rates and distribution of motor vehicle revenues. If any other Party to this Agreement elects to prepay its portion of the 2006 Ambulance Service Revenue Bonds, that Party shall also be entitled to a credit in its assessment against ad valorem taxes levied upon property within its area calculated and applied in the same manner as set forth above for the Bountiful credit.

6. DEBT SERVICE RECONCILIATION. The parties acknowledge that ad valorem taxes or Member assessments may be used to retire that portion of the Bonds determined at the time of the issuance of the Bonds to be paid by impact fee collections. Said ad valorem taxes or Member assessments shall be considered payments in lieu of impact fees until said fees are collected. Upon retirement of the Bonds should any unspent debt service revenues remain, and no Member assessments for debt service have been imposed, the excess revenues shall be utilized by the Board of SDMFSA to reduce ongoing Member assessments for operations or future capital needs. If Member assessments have been imposed to offset shortfalls in impact fee collections such assessments shall be considered as advances on future impact fee collections subject to repayment. Impact fees remaining upon retirement of the Bonds shall be reimbursed to each Member in the same proportion as the Member's debt service assessments bears to the total of such assessments. In no event shall a Member be entitled to a reimbursement greater than the impact fees collected within the boundaries of that Member.

7. CALCULATION OF ASSESSMENTS. Unless utilized to fund shortfalls in capital facility and equipment acquisition costs or debt service related thereto, assessments shall be imposed solely for the payment of operational costs of SDMFSA. "Operational Costs" as used in this Agreement shall include the customary costs associated with the daily operations of SDMFSA and the cost of light fleet replacement including contributions into a light vehicle replacement fund. Assessments, including amounts necessary to fund shortfalls in capital facilities and equipment costs, shall be imposed by the Board as part of the annual budget process and shall, as part of that process, be subject to review and recommendation by the Administrative Committee established by the Board. The total revenue to be raised by the imposition of assessments shall be included in the budget and apportioned to the Members proportionately based on the Member's assessed value. A Member's proportionate share of the total assessment shall be calculated by dividing the assessed value of the Member by the total assessed value of SDMFSA. Assessed value shall be determined by using an average of the last two years assessed value for the Member and SDMFSA as established in the most recent final settlement and current year assessed valuation prepared by Davis County, unless otherwise determined by the Board. Any action taken to amend the assessment formula by which Member charges are determined as set forth herein shall require a two-thirds vote of the entire SDMFSA Board. Votes shall not be weighted unless a weighted vote is formally requested by a Board Member. Weighting of votes shall be in accordance with each Member's most recent annual assessment before adjustments are made to assessments to account for prepayments..

8. PAYMENT OF ASSESSMENTS. The CAO shall bill the Members for their respective assessment in four equal installments on January 1, April 1, July 1 and October 1 of each year. Assessment installments are due when issued and delinquent if not paid within thirty (30) days of issuance. Delinquent assessment payments shall accrue interest at the rate established by the Utah State Treasurer for deposits in its Public Treasurer Investment Fund (PTIF). If an installment remains unpaid after ninety (90) days after issuance, the Board shall have all collection remedies available at law and may initiate proceedings to withdraw from SDMFSA the area within SDMFSA that is also within the boundaries of the delinquent Member.

9. IMPACT FEES. SDMFSA will implement and impose impact fees for fire related public safety facilities including facilities identified in the current Impact Fee Facilities Plans adopted by the individual Members of SDMFSA . Upon imposition of Service Area wide impact fees by SDMFSA, each Member hereby agrees to repeal and abolish any impact fees it has levied for the same fire related public safety facilities. The effective date of such repeal shall be as of the same date the impact fees imposed by SDMFSA become effective.

10. TOTAL AGREEMENT. This Agreement constitutes the total agreement between the parties with respect to the calculation of Member Assessments. No representations, understandings, or agreements not contained in this Agreement are binding on the Parties and may not be relied upon by any Party with respect to the interpretation of any term of this Agreement.

11. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective parties hereto. No other persons are intended to benefit

from or be bound by the mutual obligations of the parties and no third party may enforce the terms of this Agreement or rely on this Agreement in any action against any of the parties.

12. TRANSFER OF EXISTING MEMBER ASSETS. Any asset titled in the name of an individual Member and used for the operations of SDMFSA on June 30, 2016 shall be transferred by Special Warranty Deed, or, for personal property assets, appropriate assignment or other conveyance instrument, unless otherwise prohibited by law or existing covenant, to SDMFSA no later than September 1, 2016. Those assets, by Member, are identified and set out in Attachment A, hereto which, by this reference, is incorporated herein. If the transfer of any asset to SDMFSA is prohibited by covenant or law, the Member owning the asset shall exercise due diligence in seeking to remove the transfer restriction. In the event that such transfer restriction cannot be removed, the Member shall at its sole expense, and at the Board's discretion, either substitute a different asset or financial compensation equal to the value of the restricted asset to SDMFSA or obtain for SDMFSA the right to continued use of the asset for SDMFSA purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written this _____ day of _____, 2016.

SOUTH DAVIS METRO FIRE SERVICE AREA

_____
Chair

ATTEST:

_____
Clerk

Approved as to Form and Legality

_____
Legal Counsel

DAVIS COUNTY

_____
Chair, Board of County Commissioners

ATTEST:

_____
Davis County Clerk

Approved as to Form and Legality

_____

Deputy Davis County Attorney

BOUNTIFUL CITY

_____

Mayor

ATTEST

_____

City Recorder

Approved as to Form and Legality

_____

City Attorney

`

CENTERVILLE CITY

_____

Mayor

ATTEST

_____

City Recorder

Approved as to Form and Legality

_____

City Attorney

NORTH SALT LAKE CITY

_____

Mayor

ATTEST

_____

City Recorder

Approved as to Form and Legality

_____
City Attorney

WEST BOUNTIFUL CITY

_____
Mayor

ATTEST

_____
City Recorder

Approved as to Form and Legality

_____
City Attorney

WOODS CROSS CITY

_____
Mayor

ATTEST

_____
City Recorder

Approved as to Form and Legality

_____
City Attorney

SDFD Assets

ASSET #	DESCRIPTION
1011	LAND 2.17 ACRES 2600 SO 1800
1014	LAND STATION 82-1.087 ACRES
1015	LAND PARKING STRIP ST 82
1016	ROADWAY 1100 NO OUR SHARE
1045	ST 82 ROADWAY EAST OF STAT
1024	STATION85
2001	Station Number Three
3019	NEW ROOF ON STATION #83
3023	Station 83 Sleeping room & Tra
1010	EXPAND SLEEPING AREA ST 83
1025	FURNISHING STATION 85
5285	SHARP COPIER MODEL AR 787
5264	2INTERCOMSAND10 HEADSET
7004	CONFINED SPACE RESCUE KIT
7043	32 BREATHING APPERATUSES
7054	FIREHOUSE REPORTING SOFTV
7055	SEARCHCAM-SUPER PROBE CL
7056	SAFETY TRAINING TRAILER
7060	SMOKE ALARM HOUSE TRAINEF
7070	EXHAUST SYSTEM ST 83
7071	HEAVY DUTY WASHING MACHIN
6014	1997 FORD F350TRUCK GRASS
6020	2002 HORTON AMBULANCE WIT
6025	2001 Ford F250 Pickup with top
6027	2001 Pierce Pumper Fire Truck
6028	2002 FORD F350 AUX GRASS UN
7041	2003 FORD F350 PICKUP-BRUSH
7057	2004 FORD F-350 PICKUP-AUX U
7058	2005 HORTON AMBULANCE MDL

BNT Assets

ASSET #	DESCRIPTION
303	FIRE STATION #2
304	METAL ROOF REPLACEMENT / STATION #2
305	REMODELING AT STATION #92
317	FIRE STATION #92 REMODELING
319	NEW FIRE STATION #1
419	SEMAPHORE CONTROLLER SYSTEM
453	3-XYBIX DISPATCH CONSOLES (SDMFA #507)
455	HURSTMAVRICK HYDRAULIC PMP/MINI-MATE MTR
475	1988 FEDERAL EMERGENCY ONE / ENGINE #1
476	1992 PIERCE ARROW AERIAL ENGINE
479	1996 PIERCE LANCE PUMPER TRUCK
510	2002 FORD F-350 PICKUP TRUCK
606	FIRE STATION 92 FURNISHINGS
613	OFFICE FURNITURE & EQUIPMNT / STATION #1

CENT Assets

ASSET #	DESCRIPTION
101	125 SOUTH MAIN PROPERTY AND BUILDING

SDFD Assets

ASSET #	DESCRIPTION	COST
1011	LAND 2.17 ACRES 2600 SO 1800	249,675.00
1014	LAND STATION 82-1.087 ACRES	252,509.52
1015	LAND PARKING STRIP ST 82	10,800.00
1016	ROADWAY 1100 NO OUR SHARE	60,161.00
1045	ST 82 ROADWAY EAST OF STAT	56,764.00
1024	STATION85	3,327,353.26
2001	Station Number Three	250,000.00
3019	NEW ROOF ON STATION #83	10,000.00
3023	Station 83 Sleeping room & Tra	41,922.08
1010	EXPAND SLEEPING AREA ST 83	6,000.00
1025	FURNISHING STATION 85	58,746.12
5285	SHARP COPIER MODEL AR 787	5,895.00
5264	2INTERCOMSAND10 HEADSET	5,015.95
7004	CONFINED SPACE RESCUE KIT	11,276.83
7043	32 BREATHING APPERATUSES	161,279.00
7054	FIREHOUSE REPORTING SOFTV	8,945.00
7055	SEARCHCAM-SUPER PROBE CL	17,500.00
7056	SAFETY TRAINING TRAILER	38,650.00
7060	SMOKE ALARM HOUSE TRAINEF	7,400.00
7070	EXHAUST SYSTEM ST 83	27,053.00
7071	HEAVY DUTY WASHING MACHIN	8,959.00
6014	1997 FORD F350TRUCK GRASS	25,659.88
6020	2002 HORTON AMBULANCE WIT	0.00
6025	2001 Ford F250 Pickup with top	26,567.00
6027	2001 Pierce Pumper Fire Truck	300,383.52
6028	2002 FORD F350 AUX GRASS UN	24,396.72
7041	2003 FORD F350 PICKUP-BRUSH	23,437.00
7057	2004 FORD F-350 PICKUP-AUX U	28,612.61
7058	2005 HORTON AMBULANCE MDL	104,342.17
		5,149,303.66

BNT Assets

ASSET #	DESCRIPTION	COST
303	FIRE STATION #2	126,952.31
304	METAL ROOF REPLACEMENT / STATION #2	20,596.00
305	REMODELING AT STATION #92	22,373.67
317	FIRE STATION #92 REMODELING	481,006.13
319	NEW FIRE STATION #1	3,345,407.42
419	SEMAPHORE CONTROLLER SYSTEM	30,044.00
453	3-XYBIX DISPATCH CONSOLES (SDMFA #507)	23,129.00
455	HURSTMAVRICK HYDRAULIC PMP/MINI-MATE MTR	11,704.00
475	1988 FEDERAL EMERGENCY ONE / ENGINE #1	210,896.63
476	1992 PIERCE ARROW AERIAL ENGINE	472,127.25
479	1996 PIERCE LANCE PUMPER TRUCK	263,419.84
510	2002 FORD F-350 PICKUP TRUCK	24,470.40
606	FIRE STATION 92 FURNISHINGS	20,366.12
613	OFFICE FURNITURE & EQUIPMNT / STATION #1	67,502.29
		5,119,995.06

CENT Assets

ASSET #	DESCRIPTION
101	125 SOUTH MAIN PROPERTY AND BUILDING

MEMORANDUM

TO: **Mayor & Council**

DATE: **February 25, 2016**

FROM: **Ben White**

RE: **Park Basketball Court Project**

The City received 1 bid on February 23rd to construct the proposed basketball court in the city park. The project includes a full size court with six adjustable height baskets and a non-slip court surface. A "post tension" concrete construction technique is proposed for this project. It is a specialized construction method that is frequently used when constructing tennis courts. Post tensioning does a better job of preventing concrete displacement when concrete cracks. In short, we will have a smoother, long term basketball court than if traditional concrete construction methods were used.

Staff was surprised we only received one bid. But frankly, we were only expecting two or three. As previously mentioned, post tensioning is a specialized field and there are only a couple contractors in the area who construct with this method. Woods Cross is presently constructing pickleball courts using this same construction technique. They only had one bidder (the same one, Parkin Tennis Courts) when they bid their project.

Parkin Tennis Courts is well known in the area for this type of work. I have included a list of similar projects they have completed.

Staff has also prepared a cost comparison for the basketball court we bid last year and the one this year. The court that was proposed last year was the size of a high school court so the bids items and the quantities between the two bids were not identical. Staff has adjusted the quantities from last year's bid so an "apples to apples" comparison between the two can be made. As can be seen from the attached spreadsheet, had we constructed this same court last year, the city would have paid $14,000 more for the court. Also as a reminder, the City has received a $25,000 grant from the Utah Jazz to be applied toward the court's construction. By way of schedule, construction is to be completed by June 3rd.

It is staff's recommendation that an Award be made to **C & C Contractors, Inc. DBA Parkin Tennis Courts** for the Post Tension Concrete Basketball Court Project for the cost of $73,600.

PARK BASKETBALL COURT

Parkin (2016)				
No.	Item Description	Qty	Unit Cost	Total
1	Mobilization	1	$4,000.00	$4,000.00
2	Excavation	1	$0.00	$0.00
3	Post Tension Concrete	5600	$8.00	$44,800.00
4		0	$0.00	$0.00
5	6" Concrete Sidewalk	400	$7.00	$2,800.00
6	Basketball Standard	6	$2,000.00	$12,000.00
7	Landscape Repair	1	$2,000.00	$2,000.00
	Basketball Court			**$65,600.00**
8	Surfacing`	1	$8,000.00	$8,000.00
	Basketball TOTAL			$73,600.00

Hughes (2015)				
No.	Item Description	Qty	Unit Cost	Total
1	Mobilization	1	$3,300.00	$3,300.00
2	Excavation	1	$7,500.00	$7,500.00
3	6" Basketball Court	5600	$6.85	$38,360.00
4	Post Tension	1	$12,347.00	$12,347.00
5	6" Concrete Sidewalk	400	$7.00	$2,800.00
6	Basketball Standard	6	$2,550.00	$15,300.00
7	Landscape Repair	0	$0.00	$0.00
	Basketball Court			**$79,607.00**
8	Surfacing	1	$8,000.00	$8,000.00
	Basketball TOTAL			**$87,607.00**

PARKIN TENNIS COURTS.

GENERAL CONTRACTOR
TENNIS COURT CONSTRUCTION

SUBJECT: Completed Work and References

Northridge High School Tennis Court Reconstruction. Reconstruction of 4 Post tension Tennis courts and site work. Owner Davis County School District. Bryan Tunner 801-726-1111. Engineer CRS Doug Cromar 801-557-3627 EMAIL doug.cromar@crsengineers.com . Completion spring 2015. Total contract amount $510,000.00

American Fork High School Tennis Court Resurface and New courts. 4 new post tension tennis courts and Resurface 4 courts. Alpine School Dist. Mike Privot 801-830-1053 EMAIL mprivett@alpinedistric.org . Completed November 2014. Total contract amount $400,000.00

Riverton City Park. 4 new post tension pickle ball courts, 2 new post tension tennis courts and 4 basketball courts. Owner Riverton City, General contractor Okland Bret Vargason 801-879-0398. Completion November 2014. Total contract amount $200,000.00

Price City Tennis Court Reconstruction. Demo 6 exsiting tennis courts and sidewalks and Reconstruct 6 post tension tennis courts with new fence and misc. concrete sidewalks. Price City engineer Russell Seeley 435-637-5010 EMAIL russells@priceutah.net . Jones & DeMille engineering Collin Fawcett 435-820-4565. Contract amount $510,000.00 Completed August 2014

Park City Recreation Rec Center Rebuild Outside Tennis Facility with Bubble Retrofit. 7 Post- Tension Tennis Courts and 4 Pickle Ball Courts with. Retaining Walls and Misc. concrete Sitework with Excavation. Park City Corp. Matt Twombly 435-615-5177 or Ken Fisher 435-615-5411. VCBO Architects Phil Harderlie 801-575-8800. Complete spring 2014 Contract amount $700,000.00 .

Park City Corp. Replacement of City Court. Reconstruction of 3 Tennis Courts with Post-Tension Concrete, with Fencing, excavation and misc. concrete work. Park City Corp. Matt Twombly 435-615-5177 or Ken Fisher 435-615-5411. VCBO Architects Phil Harderlie 801-575-8800. Contract Amount $325,000.00 Completed Aug. 2013.

Canyon School Dist. Jordan High School. New construction of 8 Post-Tension Tennis Courts with fencing. MHTN Architects Randy Boudrero 801-595-6700. Contract amount $370,000.00 Completed Sep. 2013.

Park City Recreation and Racquet Club Indoor Tennis Courts. New construction of 4 Post- Tension Tennis Courts. Owner: Park City Corporation. Mr. Ken Fisher 1200 Little Kate Road P.O. box 1480 Park City, Utah 84060-1480. 435-615-5411 General Contractor: Okland Construction 1978 So. West Temple Salt Lake City, Utah 84115 Mr. Cody Peterson Project Manger. Contract Amount $ 160,000. Completed 2011

Highland High School, Rebuild existing Tennis Court Facility, 4 Post-Tension Courts with concrete retaining wall, sidewalk and misc. site improvements. Highland High School Campus 1700 East 2100 South Salt Lake City, Utah. MHTN Architect Inc. 420 East South Temple Salt Lake City, Utah 84111 Mr. Randy Boudrero 801-595-6700. Owner: Salt lake City School District. Auxiliary Services 995 West Beardsley Pl. Salt Lake City, Utah 84111. Mr. Larry Turner 801-974-8367. Contract amount $418,000- Completed 2011.

Weber State University. Rebuild Edmond Tennis Center, Weber State University Campus. Mark Halverson Weber State University Project Manager 1013 University Circle Ogden, Utah 84408-1013–801-381-8269. Jared Burnham Tennis Coach. Completed 2011, contract amount $434,480.00

Davis School District Woods Cross High School. Four Post-Tension Tennis Courts and Parking Facility, Woods Cross High School. Contract amount $216,418. Completed October 2001. Bryan Turner Architectural / Construction Services Davis School District, 70 E.100 N. Farmington, Utah 84025. 801-402-5190.

City of Grand Junction Colorado. Six Post-Tension Tennis Courts. Evergreen Tennis Courts, Loveland Colorado 80538, 970-663-7788. Mr. George Stahlin Pres.

City of Fort Collins Colorado. Two Post-Tension Tennis Courts. Evergreen Tennis Courts, Loveland Colorado 80538. 970-663-7788. Mr. George Stahlin Pres. This Project received **OUTSTANDING TENNIS FACILITY AWARD** from the United States Tennis Association.

Bountiful City Parks and Recreation. Two Post-Tension tennis courts lighting and related concrete and site work. Contract amount $120,000 completed June 2000. Mark France Bountiful City Engineering 801-298-6125. Neal Jenkins, Parks and Recreation, 801-298-6220.

Marvin and Linda Blosch Residence Bountiful, Utah. One Post-Tension Tennis court with fencing. Work completed May 2000. Marvin Blosch 801-299-1234.

Woods Cross City. One Post-Tension Basketball Court. Contract amount $25,000.00 completed July 1999. Scott Anderson, Woods Cross City 801-292-4421.

Woods Cross City. One Post-Tension Basketball Court. Contract amount $25,000.00 completed June 1998. Scott Anderson, Woods Cross City 801-292-4421.

Stansbury Service Agency. Stansbury City Park and Tennis Court project. Two Post-Tension Tennis Courts and construction of city park. Contract amount $159,000.00. Completed 1995.

MEMORANDUM

TO: Mayor & Council

DATE: February 26, 2016

FROM: Duane Huffman

RE: **Cart Paths at Lakeside Golf Course**

At Mayor Romney's request, the March 1st council agenda has been amended to include an item to authorize $40,000 of RAP funding towards cart path repairs and improvements at Lakeside Golf Course. This memo briefly summarizes the proposal's details and funding options.

Cart Paths

Cart paths at Lakeside vary between asphalt, gravel, and no path. Financial constraints and previous management philosophies have left many of the existing paths in very rough shape. The poorly maintained paths result in diminished customer experience and increased costs in cart maintenance. If the City intends to invest in significant maintenance of the paths, the early spring would be best to maximize their use for this season and avoid conflicts with busier times of the year. The current proposal is to allocate $40,000 towards the following areas:

Hole	Area	Description	SF
1	Tee	Parking Lot Access	272
1	Tee	Overlay	2,000
2	Green	Overlay	720
3	Tee	Overlay	896
4	Tee	Overlay	320
5	Green	Overlay	1,504
5	Tee	Overlay	1,336
6	Tee	Overlay	-
6	Green	Overlay	-
7	Green	Overlay	920
8	Fairway	Patch Edges	150
9	Tee	Overlay	-
10	Tee	Overlay	720

Hole	Area	Description	SF
11	Green South	Overlay	160
11	Green West	Overlay	160
11	Road to Tee	Patch Edges	90
11	Road to Tee	Chip Seal	4,250
12	Green	Overlay	80
13	Green	Overlay	576
14	Tee	Overlay Road Crossing	456
15	Green	Road Crossing Access	625
18	Green	Full Overlay	2,440
Mult.	Mult.	Gravel Repairs	28,400
9	Near Green	New Asphalt	1,680
18	Near Green	New Asphalt	1,200
Club	Cart Staging	New Asphalt	1,020

Funding Options

Based on staffing changes and the slow start to the 2016 season, it appears unlikely that the Golf Fund will have sufficient funding for this project this spring. As shown in the table below, there is a year-end balance of $183,352 in the RAP Fund that may be available for this project.

	RAP	**Park Impact**
FY15 Beginning Balance	184,669	129,601
FY15 Revenues	222,288	21,510
Total Available FY15	**406,957**	**151,111**
FY15 Projects		
Birnam Woods	(34,689)	
Trail restroom		(125,602)
Trees/Trail	(18,921)	
RAP - General	(24,434)	
FY16 Beginning Balance	328,914	25,509
FY16 Revenues	222,288	36,000
Total Available FY16	**551,202**	**61,509**
FY16 Projects		
Birnam Woods	(31,950)	
Trail Restroom		(15,000)
Park/Playground	(188,400)	(41,600)
Park/Volleyball	(85,000)	
Park/Basketball	(48,000)	
Trail - Plowing	(10,000)	
RAP - General	(4,500)	
FY17 Beginning Balance	**183,352**	**4,909**

MEMORANDUM

TO: Mayor & Council

DATE: February 25, 2016

FROM: Duane Huffman

RE: **Justice Court Services**

This memo reviews a brief history of justice court services and presents options for the location of future services

History

West Bountiful operated a justice court from the late 1970s through 2009. In May 2009, the City moved its cases to the Davis County Justice Court, and had an interlocal cooperation agreement with the County for the provision of services that was originally valid for 50 years. In that arrangement, the City's only direct court cost was the prosecutor that contracted directly with the City. The City and the County split available revenues 50/50.

Beginning in late 2014, Davis County notified the City of its intent to terminate the interlocal agreement effective December 31, 2016 and discontinue their court. The City was told verbally at the time that the discontinuance of services had nothing to do with the arrangement with West Bountiful. In May of 2015, the County sent an updated notice terminating the interlocal agreement as of Dec 31, 2015 – one year earlier than originally planned.

In the spring and summer of 2015 there were many meetings with the County and the other entities that contracted with the County for these services (Farmington, Kaysville, Fruit Heights, and West Point), where we all tried to evaluate options for how to continue or relocate services. Throughout this process, the County was clear that they were not willing to operate a court.

By the late summer of 2015, a deal was struck with all parties whereby Farmington City would take over the operation of the Davis County Court. This deal eventually fell apart when Farmington and Davis County could not reach agreement on how to handle certain revenues.

When it became clear that the County would be required by state law to continue their court beyond Dec. 31, 2015 (as they had failed in their efforts to merge into any other court), the County called a meeting where they declared their intent to hire a new judge and carry on with their court. However, they wanted new interlocal agreements with all entities where certain costs of the court would be shifted to the cities – these costs included indigent defense, interpreter costs, investigators, psychologists, and other undefined "prosecution related" expenses. West Bountiful

City was uncomfortable with the agreement proposed by the County, and opted to continue beyond December 31 without a formal contract while it explored other options. The only cost that has been shifted to the City at this point is for a public defender ($650/month).

Options

In reviewing available options, City staff found a willing, stable partner in North Salt Lake City. North Salt Lake currently operates a court that can absorb West Bountiful's caseload without affecting the nature/status of their court. Caseload can be moved as soon as July 1, 2016. A draft agreement with North Salt Lake is enclosed with this memo.

At this point, the City has the following immediate options:

1. Stay with the Davis County Court
   - Pros
     - Location
     - Regional Nature of Services
     - Synergy with district court and county prosecution services
   - Cons
     - Instability of County
     - Potential of additional cost shifts
     - Difficulty in negotiating an agreement
     - History of terminating agreements

2. Move to North Salt Lake Court
   - Pros
     - Perceived Stability of Services
     - Professionalism
     - More flexibility in arranging contracts
   - Cons
     - Potential confusion/stigma in sending clients to another city's court
     - The transition should be fairly easy, but there will likely be some confusion or hiccup as with any transition.

INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement made and entered into this ____ day of _____ by and between NORTH SALT LAKE CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah ("NSLC"), and WEST BOUNTIFUL CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah ("WBC")

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals:

A. Section 78A-7-102, *Utah Code Ann.*, enables NSLC to operate a justice court for public convenience and establish, subject to Judicial Council certification, the appropriate jurisdiction for that court. Accordingly, NSLC has established and operates the North Salt Lake Municipal Justice Court (the Court).
B. WBC has assumed local responsibility for the jurisdiction of the West Bountiful Justice Court as enabled by Section 78A- 7-102, *Utah Code Ann.* Pursuant to that section, the City has determined to amend its method of assuming local responsibility for the jurisdiction of its justice court by entering into this Agreement with NSLC; and to adjudicate all matters within the jurisdiction of the West Bountiful Municipal Justice Court in the North Salt Lake Municipal Justice Court as more particularly provided herein.
C. The parties are authorized by the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court services.
D. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
E. NSLC is willing to enter into this Agreement and thereby expand its territorial jurisdiction.
F. WBC hereby reserves its right to amend in the future its method of assuming local responsibility for the jurisdiction of its justice court.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. <u>Justice Court Services</u>

NSLC shall provide justice court services, including in both criminal and small claims matters, to WBC pursuant to Section 78A-7- 204(5), *Utah Code Ann.*, through the Court.

2. <u>Territorial Jurisdiction</u>

The jurisdiction of the Court shall extend into the territory within the corporate limits of WBC and such other territory as authorized by law.

3. <u>Court Jurisdiction</u>

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, those granted by Section 78A-7-106, *Utah Code Ann.* The Court shall have the authority to enforce WBC's ordinances.

4. Justice Court Judge Authority

The judge of the Court shall have such authority as is granted by State law and applicable rules and, in particular, Section 78A-7-104, *Utah Code Ann.*

5. Place of Holding Court

The Court is currently held in a courtroom in the North Salt Lake City Hall located at 10 East Center Street, North Salt Lake, Utah. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

6. Certification

NSLC shall ensure that the Court, at all times, meets the minimum requirements for the certification of a justice court as provided in Section 78A-7-103, *Utah Code Ann.*

7. Justice Court Judge
    a. The Justice Court Judge has been appointed and confirmed in accordance with law.
    b. In accordance with Section 78A-7-203, *Utah Code Ann.*, the Justice Court Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.
    c. The Justice Court Judge must meet the requirements specified in Section 78A-7-201, *Utah Code Ann.*, for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.
    d. The North Salt Lake City Council may appoint another Justice Court Judge to serve as a temporary Justice Court Judge in the absence or disqualification of the Justice Court Judge.
    e. In the event of a vacancy in the position of justice court judge, the West Bountiful City Council shall assist the North Salt Lake City Council in its selection and appointment of a new justice court judge by submitting their respective recommendations before a final appointment is made.

8. Court Hours and Facilities
    a. All official court business shall be conducted in the courtroom or an office located in the North Salt Lake City Hall or at another location which is conducive and appropriate to the administration of justice.
    b. The hours of the Court shall be posted conspicuously at the North Salt Lake City Hall and at the West Bountiful City Hall.
    c. The Court shall have regularly scheduled hours at which the judge of the Court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by either State law or the Utah Judicial Council.

9. Copies of Ordinances and Materials

NLSC shall provide the Court with current copies of the Motor Vehicles Laws of the State of Utah, the *Utah Code Annotated*, the Justice Court Manual published by the State Court Administrator's Office, State laws affecting local government, and all ordinances of NSLC, as well as other legal reference materials as may be determined necessary, including updates and supplements. WBC shall provide the Court with copies of all current WBC ordinances to be enforced through the Court.

10. Staff and Expenses

    a. Adequate, competent, and appropriate staff shall be provided to the Court by NSLC to conduct the business of the Court.
    b. Court clerical personnel shall be deemed employees of NSLC and therefore subject to the selection, supervision, discipline and personnel policies and procedures of NSLC.
    c. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of NSLC.
    d. NSLC shall continue to assume responsibility for all expenses of the Court. In no event shall the capital or operational costs of the Court be considered as a deduction from the percentage of gross revenues to be allocated to WBC pursuant to Paragraph 14 below.

11. Records

    a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the Government Records Access and Management Act as well as applicable court rules.
    b. WBC and NSLC shall work together to complete the transfer of such records as are necessary and appropriate from the Davis County Justice Court to the Court to implement this Agreement, including records and files of open cases, collections and other relevant matters.

12. Prosecution

The prosecution of all cases brought before the Court in which WBC is a party or in which the violation of WBC ordinances is an issue, as well as all costs associated with providing indigent defense in any such cases, shall be the responsibility of WBC.

13. Budget

The North Salt Lake City Council shall review, determine and approve the budget for the Court.

14. Distribution of Gross Revenues

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors in order to determine the full and unique circumstances of the parties as to the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of Court gross revenues shall be as follows:

a. The allocation and distribution of the gross revenues of the Court shall be determined and made monthly on the following basis:
    i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office, West Bountiful Police Department and any other agency which would be cited into the West Bountiful Municipal Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to NSLC.
    ii. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Davis County Sheriff's Office, West Bountiful Police Department and any other agency which would be cited into the West Bountiful Municipal Justice Court if such court continued to exist and receive cases, shall be allocated and distributed to WBC.
b. In those cases which are opened in the Davis County Justice Court and which are transferred as open cases to the Court, if a fine has been imposed as part of a sentence and funds are continued to be collected on that case, the allocation of the revenues actually collected shall be 50% to NSLC and 50% to WBC.
c. "Gross revenues" means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any fines, forfeitures, court or other costs assessed against a party, bail, restitution, program fees or costs allocated to divisions of Utah state government or the state treasurer under *Utah Code Ann.* § 78A-7-120, including any surcharges received pursuant to Title 51, Chapter 9, Part 4, *Utah Code Ann.*
d. NSLC shall not be obligated to pay, nor shall WBC be entitled to receive, any interest on the share of the gross revenues allocated and distributed to WBC.

15. Reports

In accordance with Section 78 A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator, with copies to WBC and NSLC. The report shall include, at the least, the number of cases, the dispositions entered, and other information as specified in forms provided by the State Court Administrator's Office. Annually, the Justice Court Judge shall appear before the City Council, if requested to do so, for the purpose of making a personal report of the Court and its activities as they pertain to the City and to respond to any inquiries of the City Council. NSLC will invite, with reasonable notice, the West Bountiful City Council to attend and participate in the meeting at which the report of the Justice Court Judge is to be given.

16. Effective Date

This Agreement shall become effective as of July 1, 2016.

17. Transition

a. All citations issued on or after July 1, 2016, will be cited and forward to the Court.
b. All cases that are open on July 1, 2016 shall be transferred to the Court.

c. WBC shall notify all agencies which currently cite cases within WBC's jurisdiction of the transfer of cases to the Court and the requirement that all citations issued on or after July 1, 2016 be cited into the Court.

18. Termination

a. This Agreement shall continue in effect until terminated by:
   i. The mutual consent of the parties; or
   ii. The submission by either party, with or without cause, of a written notice one (1) year prior to the end of the other party's fiscal year.
b. The termination shall take effect at the end of the noticed party's fiscal year.
c. In no event shall the term of the Agreement exceed fifty (50) years.

19. Resolutions of Approval

This interlocal cooperation Agreement shall be conditioned upon adoption by resolution of the legislative body of each party in accordance with Section 11-13-202.5, *Utah Code Ann.*

20. Attorney Opinions

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with State law in accordance with Section 11-13-202.5, *Utah Code Ann.*

21. Authorization

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

MEMORANDUM

TO: Mayor & Council

DATE: February 25, 2016

FROM: Duane Huffman

RE: **Dogs in the Parks**

This memo reviews current City Code in relation the dogs in city parks and requests direction in relation to enforcement or changes to the Code.

Current City Code
Two sections of City Code address dogs in city parks.

> <u>6.28.070 Places Prohibited To Animals (From Title 6 – Animals)</u>
> B. Dogs, whether on a leash or not on a leash, shall be completely prohibited from school premises or posted picnic, pond and play areas. This, however, shall not apply to guide dogs in the company of a blind or hearing impaired person, or trained dogs in the presence of their masters for the purpose of public education programs or law enforcement exercises.
>
> <u>12.24.010 Restrictions On Use (From Title 12 Chapter 24 – City Parks)</u>
> B. It is unlawful to use a city park or to be or remain therein beyond the limits herein set forth, or to use or permit the use of snowmobiles or other off-highway type vehicles or horses therein, or to use the park for golfing, putting or driving golf balls. It shall also be unlawful to park or drive or permit others to park or drive automobiles or other motor vehicles within any city park in other than designated-parking or driving areas, or to allow motor vehicles to remain in said prohibited areas. *It shall also be unlawful for the owner, or any person keeping, harboring, maintaining or in control of a dog, to permit the same to enter into or remain in a city park.*

Historically, such ordinances are generally in place in relation to city parks to protect against bites and dog waste. In talking to the Health Department, Animal Control, and neighbor cities, we found mixed feelings on the issue. If dogs are allowed, the Health Dept. and Animal Control strongly recommend that the city have good signage regarding picking up after animals and provide sanitation bags, dispensers, and trash cans.

Staffs at neighboring cities that allow dogs on leashes (Centerville and NSL - except at the splash pad park) admit that compliance with picking up after dogs is an on-going problem, but that it may be getting better. Woods Cross staff recommends prohibiting dogs based on problems they have had. Bountiful City prohibits and enforces no dogs at all parks.

Enforcement

With spring approaching and the new improvements, attendance at the City Park is expected to increase, and staff has already witnessed this year several instances of dogs at the City Park both on and off leashes. The following summarizes options regarding how the City can move forward with enforcement:

1. Keep current City Code in place. Update and increase signage to encourage improved compliance.

2. Amend City Code to allow dogs on leashes at City Park. Purchase and maintain waste bag dispensers and bags. Establish penalty for not cleaning up dog waste. Update signage to reflect new Code.

3. Option 1 or 2, but also add the creation of a designated Dog Park to the list of potential projects for RAP funding.

LAKESIDE GOLF COURSE
2015 SEASON REPORT

Section 1: Introduction

Section 2: Financials

Section 3: Play

Section 4: Facilities

Section 5: Next Season

February 25, 2016

Section 1: Introduction

Lakeside Golf Course continued to experience positive growth during the 2015 season. Excellent spring and fall weather along with a return on investment from several years' worth of projects contributed to one of the course's highest grossing seasons on record. Management strongly believes that a continued emphasis on excellent customer service and continued methodical and prudent updates will build Lakeside into one of the best municipal golf courses in the state and a valuable asset to the City and its residents.

Based on the course's improved conditions, especially on the greens, and word of mouth comments, it is fair to characterize Lakeside as an up and coming golf course. This season showed a significant growth in every one of our Leagues, with the most growth in the Men's League. A review of monthly revenues suggests there is growth potential in late spring/early summer.

To continue and build upon 2015's success, management plans to focus on the following areas for the upcoming season:

- Establish and execute an efficient advertising plan;
- Use flexibility in pricing and promotions to maximize weekly revenue figures;
- Continue emphasis on customer service;
- Increase membership in all leagues, specifically the women's and youth leagues;
- Retain tournaments from last season while scheduling an additional 10 new tournaments;
- Continue establishing the reputation as one of the best maintained golf courses in the Davis/Salt Lake County Areas;
- Continue targeted course/amenity improvements that will deliver returns on investment;

Management would like to thank the City Council, city staff, residents, and golfers for the successful year. There remain several areas for improvement at Lakeside, and the continued potential for growth is exciting.

Paul Holden, Director of Golf

Section 2: Financial

LAKESIDE GROSS REVENUES													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2015	$7,930	$45,354	$75,917	$92,391	$92,639	$120,978	$120,792	$124,532	$90,856	$72,712	$29,424	$17,679	$891,203
2014	$1,633	$15,651	$66,753	$82,618	$111,660	$131,963	$109,398	$114,088	$89,569	$75,722	$40,931	$23,369	$863,357
2013	$107	$121	$47,537	$76,396	$107,041	$124,174	$107,427	$105,930	$75,669	$59,089	$40,799	$9,613	$753,903
2012	$7,505	$6,825	$59,395	$81,174	$113,853	$127,503	$113,913	$106,693	$87,528	$57,184	$37,770	$7,643	$806,986
2011	$2,483	$12,567	$35,313	$62,788	$74,224	$122,853	$127,288	$124,734	$98,390	$62,714	$23,668	$13,431	$760,453
2010	$331	$12,881	$64,219	$88,361	$93,403	$124,012	$113,217	$118,696	$103,972	$66,277	$30,029	$14,659	$830,057
2009	$1,091	$4,901	$57,701	$101,485	$126,208	$126,280	$125,814	$123,349	$98,998	$56,725	$28,713	$6,315	$857,580
2008	$35	$7,224	$67,593	$108,331	$118,650	$140,652	$129,217	$130,285	$100,444	$54,347	$29,495	$13,926	$900,199
2007	$388	$9,993	$62,389	$102,404	$98,878	$127,935	$111,194	$118,392	$82,623	$50,354	$31,991	$0	$796,541

LAKESIDE GROSS EXPENDITURES													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2015	$37,172	$93,878	$43,526	$77,999	$87,679	$99,296	$104,878	$65,304	$61,340	$104,914	$64,745	$38,863	$879,594
2014	$35,631	$43,822	$55,852	$76,015	$74,229	$91,117	$94,883	$79,364	$58,517	$97,417	$54,149	$33,412	$794,408
2013	$29,815	$27,652	$68,893	$74,572	$98,410	$310,353	$78,367	$378,520	$59,748	$137,114	$79,052	$26,079	$1,1,94,590

DETAILED REVENUES													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Green Fees													
2015	$4,542	$24,877	$39,112	$42,016	$42,597	$56,603	$58,467	$58,187	$43,768	$33,552	$14,195	$11,949	$429,867
2014	-$193	$6,496	$30,840	$37,074	$51,991	$63,091	$54,178	$55,094	$46,513	$36,609	$17,643	$14,510	$413,846
2013	$53	$103	$18,783	$32,611	$49,988	$56,540	$51,812	$50,536	$37,692	$28,169	$19,651	$3,632	$349,571
Punch Passes													
2015	$159	$2,180	$4,416	$6,435	$5,375	$7,205	$5,549	$7,008	$2,570	$1,582	$1,356	$736	$44,570
2014	$249	$1,792	$5,760	$6,069	$7,746	$9,465	$4,981	$6,721	$2,622	$1,693	$553	$1,121	$48,773
2013	$0	$0	$5,488	$6,483	$8,386	$7,841	$5,487	$6,388	$3,091	$2,570	$1,670	$705	$48,110
Rentals – Carts/Clubs													
2015	$1,549	$8,709	$13,332	$22,171	$24,182	$32,188	$32,349	$31,425	$20,700	$12,287	$4,971	$2,590	$206,452
2014	$0	$1,803	$12,361	$18,073	$26,357	$31,189	$28,742	$29,976	$19,334	$13,859	$6,018	$4,033	$191,744
2013	$0	$0	$9,243	$15,338	$23,919	$29,847	$27,940	$27,897	$19,086	$12,426	$8,224	$82	$174,001
Range													
2015	$652	$5,980	$13,846	$13,160	$13,207	$12,608	$11,311	$11,719	$7,326	$4,517	$951	$318	$95,596
2014	$0	$2,518	$11,330	$11,876	$16,181	$15,816	$10,379	$11,920	$8,240	$5,080	$2,447	$684	$96,471
2013	$0	$0	$12,614	$13,594	$15,817	$15,625	$11,676	$10,734	$6,746	$4,448	$2,105	$82	$93,441
Merchandise													
2015	$1,027	$3,607	$5,211	$8,608	$7,278	$11,691	$11,159	$15,071	$15,423	$20,090	$7,951	$2,086	$109,200
2014	$1,097	$3,044	$6,458	$6,596	$7,780	$11,258	$9,202	$9,086	$11,456	$17,653	$13,776	$2,375	$99,783
2013	$0	$0	$1,381	$5,876	$8,907	$11,941	$10,390	$8,452	$5,737	$9,518	$9,168	$3,632	$75,002
Café Lease													
2015	$0	$0	$0	$0	$0	$683	$1,957	$1,123	$1,070	$685	$0	$0	$5,518
2014	$473	$0	$0	$381	$636	$1,144	$1,462	$1,194	$1,310	$703	$389	$115	$7,808
2013	$0	$0	$0	$0	$0	$1,363	$0	$1,028	$1,756	$484	$0	$0	$4,632

February 25, 2016

DETAILED EXPENDITURES													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Pro-Shop													
2015	$17,805	$59,373	$22,410	$23,169	$32,649	$27,622	$35,656	$27,930	$24,672	$37,547	$19,347	$17,670	$345,851
2014	$8,915	$28,593	$37,730	$28,555	$33,596	$30,118	$31,209	$29,976	$29,396	$31,828	$21,767	$12,780	$324,463
2013	$11,676	$16,028	$54,734	$36,336	$35,931	$79,825	$20,750	$27,748	$18,210	$22,990	$23,825	$13,634	$361,688
Course Maintenance													
2015	$18,798	$18,903	$14,012	$25,476	$35,415	$31,493	$44,428	$31,082	$29,000	$47,123	$43,509	$15,130	$354,368
2014	$13,098	$14,497	$16,122	$28,960	$35,503	$26,186	$45,530	$29,976	$24,476	$45,671	$30,557	$13,486	$324,063
2013	$13,232	$10,828	$12,055	$21,273	$48,106	$31,667	$50,107	$33,005	$36,684	$30,278	$38,860	$11,472	$337,567
Range													
2015	$0	$2,852	$822	$3,278	$5,133	$4,391	$5,255	$4,814	$3,813	$4,678	$689	$59	$35,786
2014	$0	$0	$1,227	$2,076	$4,340	$4,790	$3,918	$2,712	$4,645	$4,352	$1,101	$473	$29,634
2013	$0	$0	$1,333	$1,997	$4,502	$3,484	$6,350	$3,450	$3,114	$2,534	$2,192	$186	$29,142
Capital													
2015	$0	$12,150	$5,734	$7,749	$13,876	$0	$0	$900	$3,335	$0	$1,200	$0	$44,944
2014	$12,801	$0	$0	$0	$0	$0	$0	$16,700	$0	$0	$0	$0	$29,501
2013	$0	$0	$0	$14,168	$9,208	$0	$0	$313,549	$960	$64,894	$13,349	$0	$416,128
Equipment													
2015	$569	$600	$548	$18,327	$605	$35,790	$19,539	$578	$520	$15,566	$0	$6,004	$98,646
2014	$817	$732	$773	$16,424	$790	$30,024	$14226	$0	$0	$15,566	$723	$6,672	$86,747
2013	$4,907	$796	$770	$799	$662	$21,391	$1,161	$769	$780	$16,417	$826	$787	$50,065

Section 3: Play

ROUNDS (9-hole equivalent)

	2015			2014	
Total Rounds	*53,112*			*43,069*	
Open Play	39,581	74.5%		32,515	75.5%
Tournament	5,724	10.8%		4,550	10.6%
Men's League	3,745	7.1%		3,000	7.0%
Barter	1,847	3.5%		1,014	2.4%
Employee	1,035	1.9%		880	2.0%
Ladies' League	625	1.2%		460	1.1%
Birthday Promotion	365	0.7%		500	1.2%
Juniors' League	190	0.4%		150	0.3%

CARTS (9-hole equivalent)

	2015	2014
Total Carts	37,056	30,206

DRIVING RANGE (small bucket equivalent)

	2015	2014
Total Buckets	23,6858	34,000*
Pass - Individual	13	7
Pass - Family	15	7
Pass - Corporate	22	3

* This figure represented a best-guess estimate

TOURNAMENTS

	2015	2014
Total Tournaments	*35*	*34*
New	5	13
Returning	30	21
Non-Returning	4	3

Section 4: Facilities

Lakeside completed the following improvements during the 2015 season. While the initial intent was to fund several of these items through RAP, course revenues were sufficient to cover all expenses.

- Hole #2 – Added over 20 trees (as part of efforts to protect Prospector Trail)
- New Ice Machine
- New Golf Course Restrooms
- New Merchandise Displays
- New Fairway Mower
- New Tournament Computer
- New Golf Course Server
- New Table and Chairs for café
- New Flammable Storage Cabinets for Cart Barn and Maintenance Shop
- Painted Clubhouse
- New siding on cart barn
- New HVAC (including air conditioning) for Clubhouse
- New Hood in cafe

The following sections outline short-term and long term facility/amenity needs at Lakeside:

Short Term

- Maintenance Utility Vehicle
- #11 Tee Box Extension
- Cart Paths
- Directional Signs around Clubhouse
- Repair damaged pavement west of clubhouse
- Fence for 1100 West
- Aerifier
- Update Range Ball Shed
- Cart Staging Area

Long Term

- Area to host tournaments and events
- Fence for 1200 N, update golfer crosswalk
- Mechanic
- Grinder
- Pave Maintenance Yard
- Sand Pit Bins
- New Pro Shop display counter
- Back 9 Restroom

Section 5: Next Season

Lakeside is excited for the potential in 2016. Weather permitting, revenues and rounds played will increase through strategic advertising, creating new tournaments, improvements to existing tournaments and various promotions during slow times of the year.

Advertising

- Enhance Lakeside's image within our community by hosting a "West Bountiful Residents Day". We would offer residents a free 9 hole green fee or a free bucket of range balls.
- Direct mail advertisement (MoneyMailer) will reach 20,000 households in April.
- Long Drive promoted through Golf Now.
- Golf Now – Commercials on NBC and Golf Channel
- Ads in Utah's Book of Golf- Utah book of golf is a book that is provided for free from the Utah Section PGA to all golf courses in the state which contains lists all the golf courses contact info and a calendar with all the year's tournaments.
- UGA – Utah Golf Association email blast
- Demo Days – Give Customers the opportunity to try the latest and greatest golf equipment from Titleist, TaylorMade, Ping, Nike, and Callaway.
- Raise course awareness from website and increased Social Media traffic with contests, news and updates.

New Tournaments

- Lakeside Father/Son
- Bring back West Bountiful Family Scramble
- Asian Chamber Of Commerce (144)
- Heritage Seniors (132)
- Davis County Junior League
- Visit smaller Salt Lake area/local businesses

Rates and Promotions

- Lakeside Clubs for kids
- Smart Cards
- Member/Guest for Men's Association tournaments
- Bounce Back Card for corporate tournaments
- Utah Golf Association Discount Card
- Golf & Lunch Specials
- PGA Golf Pass
- 2 For 1 Green Fees on Sunday Afternoon
- Contests and deals via Social Media promotion

West Bountiful City **PENDING APPROVAL** **February 23, 2016**

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 February 19, 2016 per state statutory requirement.

Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday, February 23, 2016, at West Bountiful City Hall, Davis County, Utah.

Those in Attendance:

MEMBERS PRESENT: Vice Chairman Terry Turner, Laura Charchenko, Mike Cottle, Alan Malan, Corey Sweat (Alternate), and Councilmember Kelly Enquist

MEMBERS EXCUSED: Chairman Denis Hopkinson, Councilmember Andy Williams.

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

VISITORS: Gary Jacketta, Russell Newbold, Jeff and Carrie Olsen.

The Planning Commission Meeting was called to order at 7:30 p.m. by Vice Chairman Terry Turner. Laura Charchenko gave a thought.

I. Accept Agenda.

Vice Chairman Turner reviewed the agenda. Corey Sweat moved to accept the agenda as posted. Mike Cottle seconded the motion and voting was unanimous.

Business Discussed:

II. Public Hearing Regarding a Request for a 2-Lot Subdivision for Jeff Olsen at 1752 N 1100 West Designated as Olsen Farms 5A.

Included in the Commissioner's Packet was a memorandum dated February 18, 2016 from Ben White regarding Olsen Farms 5A Subdivision (Jeff Olsen) at 1752 North 1100 West, the site plan and an aerial view of the property that is being divided.

The Staff memorandum included the following information:

- Mr. Olsen owns a one acre parcel of ground side situated between 1100 West and Eagle Glenn Circle which has frontage on both streets.
- When Olsen 5 subdivision was constructed, curb and sidewalk were installed and utilities were stubbed to the property. Curb and sidewalk have been installed on Glenn Eagle Circle in front of the property and on 1100 West immediately across the street and to the north of the property, but do not exist on 1100 West along the frontage of this property.
- Staff suggests requiring construction of curb and sidewalk as part of the subdivision.
- Property is located in the R-1-22 zone and the proposed subdivision meets the minimum required criteria.
- There are existing utilities which encumber parts of the property but do not render the property unbuildable.
- A public hearing is required and if there are no unresolved concerns staff would suggest that the Planning Commission grant both Preliminary and Final Plat approval for the Olsen 5A subdivision with the stipulation that curb and sidewalk be installed along the street front on 1100 West.

ACTION TAKEN:

Corey Sweat moved to open the Public Hearing at 7:35 pm. regarding a request for a 2-Lot subdivision for Jeff Olsen at 1752 N 1100 West designated as Olsen Farms 5A. Alan Malan seconded the motion and voting was unanimous in favor.

Ben White introduced the applicant Jeff Olsen who owns a one acre parcel of ground between 1100 West and Eagle Glenn Circle which has frontage on both sides of the property. The property meets the ½ acre lots requirements and all minimum requirements for a 2 lot subdivision. Staff is recommending the owner/developer extend curb, gutter and sidewalk in front of the new property along 1100 West. If there are no issues or concerns among the Commission this evening, they could give approval for both the preliminary and final plat approval.

Public Comment:

Russ Newbold took the stand and stated that he lives just south of the property being divided. He asked where a house could be build on that lot due to what appears to be utility easements leaving only a triangle space available. Jeff Olsen offered to show him the diagram of the property and the plans for development. When asked what the owner's plans are for the property, they responded that to date they do not have plans to sell the home they are currently living in. They plan to build on the vacant lot and will live in one and rent the other. Mr. Newbold asked if there were any zoning problems and Commissioner Cottle answered no. Mr.

Newbold inquired about utility hook ups for the new lot and was told all utilities were stubbed in when Olsen Farms 5 was developed.

ACTION TAKEN:

Mike Cottle moved to close the Public Hearing at 7:40 pm. Corey Sweat seconded the motion and voting was unanimous in favor.

III. Consider Preliminary and Final Plat Approval for Olsen Farms 5A

Both Commissioner Charchenko and Malan stated a desire to have the curb, gutter and sidewalk installed along the 1100 West frontage.

Ben White reviewed the two options that the sub divider has after receiving plat approval.

Mr. Olsen inquired about impact fees and how they work in regards to individual lots versus subdivisions developing more than one lot. Mr. White responded that impact fees are included in building permit fees.

Laura Charchenko moved to give preliminary and final plat approval for Olsen Farms 5A Subdivision for Jeff Olsen at 1752 North 1100 West with the following condition: curb, gutter and sidewalk to completed along the frontage of the property on 1100 West. Corey Sweat seconded the motion and a Roll Call vote was taken.

Roll Call Vote:

Alan Malan-Aye

Corey Sweat-Aye

Terry Turner-Aye

Mike Cottle -Aye

Laura Charchenko-Aye

IV. Staff Report

Ben White reported:

- The Ovation Homes development reached tentative agreement by the City Council and will come back to the Planning Commission for subdivision review and approval. This

PUD zone is still in negotiation with the City Council regarding some desires/ requirements the City Council has for the PUD. The tentative agreement includes 39 lots and the City will receive $165,000 in lieu of open space and associated improvements to be used elsewhere in the City. City Council did not vote unanimously in this decision.

IV. Approval of Minutes for February 9, 2016

ACTION TAKEN:

Corey Sweat moved to approve the minutes dated February 9, 2016 as presented. Alan Malan seconded the motion and voting was unanimous in favor among those members present.

V. Adjournment

ACTION TAKEN:

Laura Charcheko moved to adjourn the regular session of the Planning Commission meeting at 7:50 pm. Corey Sweat seconded the motion. Voting was unanimous in favor.

. . . . . .

The foregoing was approved by the West Bountiful City Planning Commission on February 23, 2016, 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, February 16, 2016 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, Mark Preece, and Andrew Williams

STAFF: Duane Huffman (City Administrator), Steve Doxey (City Attorney), Ben White (City Engineer), Chief Hixson, Steve Maughan (Public Works Director), Paul Holden (Director of Golf), Patrice Twitchell (Finance Clerk) and Cathy Brightwell (City Recorder/Secretary)

VISITORS: Alan Malan, Brad Frost, Craig Jacobson, Eric Eastman, Gary Jacketta, Enoch Huffman, Jonathan Scott, Jeff & KathyWilkinson, Karen Hermansen, Ron Littlefield, Joan Littlefield, Angie Evans, Doug Parrish

Mayor Romney called the regular meeting to order at 7:33 pm.

Invocation/thought – James Bruhn; Pledge of Allegiance – Andy Williams

1. Accept Agenda.

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

2. Public Comment.

Mayor Romney explained to the audience that anyone wishing to make a comment in favor or against agenda item 5 – Cottages at Havenwood development by Ovation Homes, should speak now as comments will not be allowed later in the meeting.

Kathy Wilkinson, 578 W 2050 N, stated that she wants to make sure the voices from residents who signed the earlier petition are heard. The petition represents 35 families in favor of the development. She said she understands there are technical issues to be worked out but wants the City to remember the reasons residents want the development: single level homes and improved drainage. She added that she has been to several Ovation Homes developments and they are great and well built. Many people in the City want this project and she believes it is a great way to diversify.

Eric Eastman, 620 W 1950 N, cited Section 17.68.010 of the P.U.D. Ordinance that says in the Purpose section, "*there will be a presumption against approval of land development as a*

P.U.D. The applicant bears the sole responsibility and burden of establishing that the alternative development is preferable to a traditional development." He said he does not believe the developer has met the requirements of the Ordinance and should not be approved. He added that if they are denied he does not believe they will be leaving the City in a hole because there are some very good local developers who can do a good job to build nice homes on the property. He recommends they deny the project.

Angie Evans, 699 W 1950 N, stated that she lives next to Pony Haven. They have loved having the horses and fields next to them but understand that change happens. She said she fully supports Brad Frost and his project and is looking forward to the development.

Joan Littlefield, 706 W 1950 N, stated that she wonders if the City Council is trying to get as much as possible out of the developer. She said her neighborhood has been there over 35 years and there are still homes unfinished and yards not put in. By having a P.U.D., those things will be taken care of. Her neighborhood is one of most run down in the city. She has talked with neighbors and they don't care if the development goes in. She believes it will be a benefit to the City.

Jeff Wilkinson, 578 W 2050 N, compared the situation to Karl Malone and Larry Miller. He said it was a good thing Larry Miller did not let Karl go when he asked for more money. Paying him more ended up being a win/win for everyone. He said this is a simple issue – the City can come to agreement with Ovation or settle for a lesser alternative. He urged the Council to make this happen.

Alan Malan, 772 W 1400 N, said he agrees with Mr. Eastman. Just because of the way a project is marketed does not necessarily mean it is a public benefit. If there is any question, a tie goes against the proposal. He also referenced other P.U.D. ordinance requirements that he does not believe the developer meets. He recommends that the Council follow the Ordinance when making a decision.

3. Consider Resolution 382-16, A Resolution Authorizing the Mayor's Appointment of Charles Kettenring to the Emergency Preparedness Advisory Committee.

Mayor Romney described Mr. Kettenring as a long standing member of the community. He was a Lt. Colonel in the military and spoke at the flag raising ceremony last year.

MOTION: ***Mark Preece moved to approve Resolution 382-16, A Resolution Authorizing the Mayor's Appointment of Charles Kettenring to the Emergency Preparedness Advisory Committee. Andy Williams seconded the Motion which PASSED.***

The vote was recorded as follows:
James Ahlstrom – Aye
James Bruhn - Aye
Kelly Enquist – Aye

Mark Preece – Aye
Andrew Williams - Aye

4. Consider Resolution 383-16, A Resolution Authorizing the Mayor's Re-Appointment of Alan Malan, Laura Charchenko, and Mike Cottle to the Planning Commission.

MOTION: ***James Ahlstrom moved to approve Resolution 383-16, A Resolution Authorizing the Mayor's Re-Appointment of Alan Malan, Laura Charchenko, and Mike Cottle to the Planning Commission. James Bruhn seconded the Motion which passed.***

The vote was recorded as follows:
James Ahlstrom – Aye
James Bruhn - Aye
Kelly Enquist – Aye
Mark Preece – Aye
Andrew Williams - Aye

5. Discuss and Consider Request for Planned Unit Development by Capital Reef Management/Ovation Homes for property at 690 W Pages Lane.

Duane Huffman referred to his February 11, 2016 memo which summarizes the recent request for a Planned Unit Development by Ovation Homes and addresses points from the February 10, 2016 letter from Mr. Brad Frost of Capital Reef Management/Ovation Homes. He also discussed a list developed by staff of details that could be included in a development agreement and CCRs.

Brad Frost passed out a handout with two options for proposed language for Motions and what would potentially be included in a development agreement. He stated that he is still happy to be here and is trying to create win/win situations. He discussed his position about why his numbers are so different from city staff's numbers, claiming his numbers are on the cost of amenities and it appears staff's numbers are based on value of the amenities. He explained they made an effort to take a reasonable approach to determining the cost of the proposed amenities and the open space and came up with a best and final offer of $164,880.

Mr. Frost was asked to clarify what storm water, pump station, and separate drainage is included in the proposed $40,000 of the $164,880 figure. He responded that there has been some confusion and frustration, on both sides, about what would be required with a normal subdivision and what would be considered upgrades. Ben White commented that regardless of whether we are considering a regular subdivision or a PUD, the storm drain layout will be the same. There is only 0.5% slope so rear yards will not properly drain without a rear yard drainage system. Also, since the property is lower than the DSB canal, a pump station to discharge the storm water will be needed. Mr. White offered two scenarios. The first would be to upgrade the existing pump station and add necessary piping. The second option would be to build a new pump station on the development; however, no engineering has been done at this point so we cannot make a decision as to which scenario is best.

Mr. Frost mentioned that part of his figure came from previous staff ideas that included a special improvement district. Mr. Huffman clarified that the concept of a special improvement district was included in previous memos outlining various enhancement options. Such a district could include the installation of a land drain system with a perforated pipe and a separate pump. However, Mr. Huffman stated that just having the land developed will make a significant impact on the homes to the West, and improvements may not be necessary. Mayor Romney responded that they have to justify getting to 37-39 lots, and he thought these enhancements would be one way to help get there.

Mr. Frost said it is hard to know what the costs will be because they have not gotten into specifics yet. The idea was to have a general amount and the City could decide where it would be best suited. Basic subdivision specific improvements were not included in the $164,880 figure.

Just to be clear, Mr. Frost was asked to confirm that Ovation Homes would take care of any standard storm drain requirements within the subdivision and the $50,000 is purely for enhancements. He responded that was the case.

There was discussion about possible disagreements when working out the details of the development agreement but there was a commitment to work together.

Mayor Romney asked for questions or comments from council.

Council member Enquist had no questions.

Council member Williams said his questions had been answered. He added that he and Council member Ahlstrom visited several Ovation properties and was impressed with their product. He believes the comments from the community and overwhelming support need to carry a lot of weight.

Council member Bruhn stated he has talked with residents around the development. He said the majority are in favor of having a small park with a playground and parking. Without it, he does not see how we can call this a PUD, and he does not think the Ordinance lets the City take payment in lieu of amenities. He added that the residents he spoke with, including some that signed the petition, are still concerned about the 15 ft. rear setbacks and drainage issues. Overall, he still has concerns about how this proposal fits with the PUD Ordinance.

Council member Preece is not in favor of a pocket park. There is one by his home and no one uses it. He asked who would manage the park if it was required. Mr. Frost said that if it is a public park, they would deed it to the City. If it is used only by their residents, they would keep it simple with sod, a gazebo, and table or benches and the HOA would maintain it. Mr. Preece said he believes a park is not an efficient use of open space in this specific area and is not concerned with having 39 lots. He stated the bottom line is that he is in favor of the development.

Council member Ahlstrom agreed with Council member Williams' assessment of the Ovation developments they visited. He was impressed with the quality and he did not sense any appreciable difference with reduced setbacks. He said he is a fan of the Project. He said he has a little discomfort with how far apart the numbers are. He wants it to be fair and is frustrated that there appears to be no flexibility from Ovation.

Mr. Frost responded that their first proposal was $20,000 and they have come up to $165,000. He said they have been meeting with staff for a long time, and the time value of money is an issue; they just cannot go any higher.

Mr. Huffman reminded them that a PUD has to be approved by Ordinance so no approval can made at this meeting. If the Council's intent is to move forward, it would be helpful to have the necessary details flushed out so that they can be properly incorporated in a future ordinance and development agreement.

MOTION: ***James Bruhn moved to deny the request for a P.U.D. by Ovation Homes. Kelly Enquist seconded the Motion.***

Discussion: Kelly Enquist stated that he does not believe the Application meets P.U.D. requirements and he does not like the idea of taking money from the developer in lieu of constructing amenities.

The Motion failed; votes were recorded as follows:
James Ahlstrom – Nay
James Bruhn - Aye
Kelly Enquist – Aye
Mark Preece – Nay
Andrew Williams - Nay

MOTION: ***James Ahlstrom moved to direct staff to put together an ordinance/ development agreement where the P.U.D. could be approved. The ordinance/development agreement should: (1) state Ovation Homes be granted sufficient density bonus pursuant to West Bountiful City Ordinances Sections 17.68.110 and 17.68.120 to develop its proposed 39 lots; (2) state that Ovation will make a payment in lieu of certain amenities of $164,880, with the clarification that of that amount $50,000 is identified for storm water enhancements but can be used at the discretion of the City for other purposes, and the remaining $114,880 will be used at the City's discretion for community amenities; (3) be consistent with this decision to include minimum setbacks and a requirement that no changes will be made to CCRs without City approval; and (4) include all other issues as included in Ovation's proposal with the understanding that the city will not dictate lot-specific criteria beyond the minimum standards. Mark Preece seconded the Motion.***

Discussion: Council member Ahlstrom asked Steve Doxey if he has concerns with the City receiving money from the developer in lieu if amenities. Mr. Doxey responded that he believes it could fall under the "reasonable contribution" language mentioned in the P.U.D ordinance.

The Motion passed; votes were recorded as follows:
James Ahlstrom – Aye
James Bruhn - Nay
Kelly Enquist – Nay
Mark Preece – Aye
Andrew Williams - Aye

A 10 minute comfort break was taken.

6. Discuss First Estimates of Fiscal Year 2016/2017 Budget.

Duane Huffman presented a high level review of projections for next year's budget, including fund balance history in the General Fund. The estimated fund balance in the General Fund for the current fiscal year is $1.3 M with an available fund balance of $888k. The State Auditor's office sent a letter saying the City is carrying too much fund balance. The intent of State law is that cities do not carry high fund balances while continuing the same level of tax collection. Mr. Huffman provided 4 options to correct the problem -- collect less, spend more, transfer to future capital project, or write off golf course loan of $465k, however even after writing off the loan the City would still be over the 25% level. There was discussion about the golf course loans and which loans would be left. Duane explained that there is loan amounts of $449k to the general fund, $306k to the RAP Tax fund, $558k to the Capital Fund, $193 to the Water Fund (which is to be paid this year), and $200k to the Solid Waste Fund which is scheduled to be paid next year.

Mr. Huffman then reviewed projections for the next fiscal year. Property taxes are on target (down $300k last year, up $300 this year), and sales tax is below projections. The Commons has been growing approximately 4%; other areas have not. The new At Home store may help, but it won't make up the current difference. The sales tax sharing decision will make an impact. Other taxes include $160k in transportation tax, and the City expects $30k in class C from the new gas tax passed last year.

Expenses have been projected using standard growth to come up with an estimate. Project monies from the current year have been stripped out, e.g., Welcome to West Bountiful signs, etc. Overall the General Fund looks healthy.

Mayor Romney commented that we should be aggressive in getting the golf issue resolved. Could we include it in a budget amendment for the current year? Mr. Huffman responded we could.

Mr. Huffman said staff is putting together budget proposals in March, and the process will reach the Council level in April.

7. Open Meeting Training

Cathy Brightwell provided annual open meeting training to the Council. After the training, Mayor Romney commented that he is pleased with how smoothly things are running due in large part to having good staff and better communication than in the past.

8. Engineering/Public Works Report.

Steve Maughan reported that construction on the Pages Lane project has begun. The equipment on site is Weber Basin and Bountiful Irrigation. The City Contractor will begin later in week.

The 1200 North storm drain project is still having mud delays; they are moving forward as best they can.

Benches have been installed at the Park by the volleyball courts and new playground.

Bids for the new basket ball court are due on February 23, so expect spring construction.

Sidewalks will be replaced in the north end of town as weather permits. Trip hazards up to 1.5 inches have been cut.

The Rural Water Assn trip to Washington D.C. was good – we learned a lot, but didn't win the water competition.

9. Police Report.

Chief Hixson reviewed his February Council Report.

- Final testing for Sergeant was completed today. Detective Wilkinson came out on top. The job will be offered to him effective on March 1.
- Background checks on new voluntary reserve officer and part time alcohol officer has been completed and excited for them to start.
- Discussed several recent cases and commended officers for good investigative work.

10. Administrative Report.

Duane Huffman reported that we have not had a great response to our advertised golf assistant superintendent position so we have extended the application review another week and are exploring ways to get better applicants.

11. Mayor/Council Reports.

James Ahlstrom – No report.

Mark Preece – No report.

James Bruhn – A ribbon cutting is scheduled for 3/14/2016 for the new Pioneer Adult Rehabilitation Center (PARC) thrift store collocated with the Davis Landfill Recycling Center, PARC & SAVE. He said he was surprised at the quality of goods for sale, and believes this will be a good endeavor for Wasatch Integrated.

He added that the Executive Director of the Rural Water Assn. sent a letter thanking the City for being a part of the State contingent at the National Rural Water Assn. meeting in Washington, D.C. including meetings with Senators Hatch and Lee, and Representatives Stewart, Chaffetz, Bishop, and Love and/or their staffs.

Andrew Williams – No Report.

Kelly Enquist reported on his Mosquito Abatement meeting. They have filed for a permit with the FAA to fly unmanned aircraft (UAV's) with infrared to see where the wetlands are. They

can then mark GPS coordinates which will help with access issues. They also discussed West Nile Virus issues and reported that West Bountiful had the majority of reported cases with 5 straight weeks of positive readings at City Park last year.

Mayor Romney reported that the Youth Council held a fundraiser and made Pantry Packs for needy children. With community donations and a big donation from the Elks Lodge, they were able to make Packs containing over 800 meals.

12. Approval of Minutes from the February 2, 2016 City Council Meeting.

MOTION: ***James Ahlstrom moved to approve the minutes from the February 2, 2016 meeting. Andrew Williams seconded the Motion which PASSED by unanimous vote of all members present.***

11. Possible Executive Session for the Purpose of Discussing the Character, Professional Competence, or Physical or Mental Health of an Individual, Pursuant to Utah Code Annotated 52-4-205(1)(a), and 52-4-205(1)(d) to discuss the purchase, exchange, or lease of real property.

No Executive Session was held.

12. Adjourn

MOTION: ***James Bruhn moved to adjourn this meeting of the West Bountiful City Council at 10:50 p.m. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.***

The foregoing was approved by the West Bountiful City Council on Tuesday, March 1, 2016.

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Cathy Brightwell (City Recorder)