

Mayor
Kenneth Romney

WEST BOUNTIFUL CITY

City Administrator
Duane Huffman

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

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City Recorder
Cathy Brightwell

City Engineer
Ben White

Public Works Director
Steve Maughan

CITY COUNCIL MEETING

THE WEST BOUNTIFUL CITY COUNCIL WILL HOLD A WORKSESSION AT 6:00 PM AND A REGULAR MEETING AT 7:30 PM, ON TUESDAY, APRIL 19, 2016, IN THE CITY OFFICES AT 550 N 800 WEST.

6:00 PM – Work Session: Fiscal Year 2016/2017 Budget Development

7:30 PM – Regular Meeting:

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

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Update by Debbie McKean and Gary Edmonds Regarding The Historic Preservation Commission.
4. Update by Debbie McKean Regarding Independence Day Activities.
5. Consider Bid Award For 500 South Water Line Replacement Project to MC Green for \$498,328.06.
6. Consider Ordinance 376-16 Creating a Planned Use Development for 9.13 acres of real property (previously known as “Pony Haven”) located within the City at approximately 690 West 1600 North.
7. Engineering/Public Works Report.
8. Police Report.
9. Mayor/Council Reports.
10. Approve Minutes from the April 5, 2016 City Council Meeting.
11. 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 April 14, 2016.

FY 2016/2017 Draft V.2 General Fund Items

FY 2016/2017

GENERAL FUND

Commons Sales Tax Sharing	380,000	0	
West Yard Fund Transfer	380,000	1	
Software/Server Update - Citywide	12,000	1	
Plotter/Scanner	9,000	1	
City Hall - Roof	10,000	1	
City Hall - Extra Maintenance/Lights	20,000	1	
City Hall - HVAC	14,000	1	
Additional Training - Admin	-	0	
Historic Commission	1,500	1	
Police - Radios	72,000	1	
Police - Vehicles (previous year's)	30,000	1	
Police - Copier	6,200	1	
Streets - Crack Seal	5,000	1	
Street - Sweeping	10,000	1	
Streets - Box Scraper	3,600	0	
Streets - Welder	2,000	1	
Streets - Roller/trailer	17,500	1	split 50/50
Streets - Loader	63,500	1	split 50/50
Streets - Backhoe	900	1	
Streets - Pickup	15,000	1	
Streets - Salt Storage	50,000	1	GF Road Funding Available
Streets - Overlay	100,000	0	36,800
Streets - Additional Sidewalk Maint.	15,000	0	
Streets - Sidewalk Gap	25,000	1	Other Road Funds Available
Streets - 700 W	15,000	1	115,797
Streets - Jessi's Meadows	525,000	1	
Parks - Additional Full-time	61,000	0	Total Road Funding Available
Parks - Volunteer Supplies	1,000	1	152,597
Parks - Tree Maintenance	4,000	1	
Parks - Trail Weeds	3,300	1	
Parks - Holst	1,000	1	
Parks - Bowery Maintenance	2,000	1	
Parks - Trail Cans	4,000	RAP	
Parks - Restroom Heater	4,000	RAP	
Parks - Security Cameras	5,000	RAP	
Storm Drain Project Transfer	-	0	

General Fund Overview

	Actual 2010-11	Actual 2011-12	Actual 2012-13	Actual 2013-14	Actual 2014-2015	BUDGET 2015-2016	ESTIMATE 2015-2016	1st Look 2016-2017	V.2 2016-2017
OPENING FUND BALANCE	\$ 442,977	\$ 665,980	\$ 819,406	\$ 1,047,076	\$ 1,292,399	1,296,293	1,300,184	876,564	876,564

REVENUES

Property Tax	591,494	1,068,194	1,008,091	1,021,561	708,193	1,034,069	1,414,000	1,034,000	1,034,000
Sales Tax	1,130,560	1,206,852	1,237,674	1,331,835	1,366,848	1,416,526	1,495,094	1,378,818	1,763,241
Other Taxes	426,049	416,848	456,275	486,370	501,146	437,000	428,000	597,000	597,000
License and Permits	73,384	89,972	206,353	101,861	119,965	91,250	136,450	93,200	93,200
Fines and Forfeitures	137,655	92,990	77,169	83,642	88,501	80,000	55,000	80,000	80,000
Other	377,328	265,196	431,470	446,515	278,679	239,700	246,700	253,941	253,900
Contributions and Transfers	13,189	33,837	2,294,769	38,251	17,844	11,665	(444,395)	7,165	11,665
Total Revenues	2,749,658	3,173,890	5,712,002	3,505,085	3,080,676	3,310,210	3,330,909	3,444,123	3,833,006

EXPENDITURES

Personnel	1,173,362	1,081,025	1,260,226	1,283,783	1,286,452	1,419,748	1,425,148	1,433,408	1,432,359
Contract Services	177,241	194,216	188,611	176,386	186,149	189,843	201,243	197,843	209,300
Operating	568,528	807,228	513,992	654,258	655,086	766,898	748,998	718,997	771,960
Capital	117,423	51,767	572,065	488,982	27,915	90,200	90,200	-	352,100
Fire	329,774	371,762	398,317	416,408	435,345	480,029	480,029	504,031	504,000
Debt Service	160,328	162,628	2,128,951	153,502	153,443	156,000	156,000	156,000	156,000
Transfers Out	-	351,840	421,669	86,473	928,500	422,911	652,911	-	980,000
Total Expenditures	2,526,655	3,020,464	5,484,332	3,259,712	3,072,890	3,525,629	3,754,529	3,003,168	3,799,719

ENDING FUND BALANCE

ENDING FUND BALANCE	665,980	819,406	1,047,076	1,292,399	1,300,184	1,080,873	876,564	1,317,518	909,851
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Reserved for Class "C" Roads

Reserved for Class "C" Roads	146,798	(20,489)	79,896	109,689	-	-	-	-	-
Reserved for Debt Service	162,287	162,487	-	-	-	-	-	-	-
Reserved for Other	-	-	-	-	-	-	-	-	-

Less Due from other Funds

Less Due from other Funds	449,924	249,924	452,250	456,149	457,117	456,149	12,478	172,478	12,478
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AVAILABLE FUND BALANCE

AVAILABLE FUND BALANCE	(93,029)	227,464	514,930	714,083	818,556	612,246	864,086	1,145,040	897,373
	-3%	7%	9%	20%	27%	18%	23%	33%	23%
	24%	26%	31%	37%	42%	33%	23%	38%	24%

FY 2016/17 Budget V.2

Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Note
GENERAL FUND									
TAXES									
10-31-110	CURRENT YEAR PROPERTY TAXES	963,719	975,605	647,913	974,069	1,350,000	974,000	974,000	(will likely) increase before June)
10-31-111	PROPERTY TAXES - PY COLLECTIONS	-	3,975	18,271	15,000	19,000	15,000	15,000	
10-31-112	VEHICLE FEES	44,372	41,981	42,009	45,000	45,000	45,000	45,000	
10-31-130	SALES AND USE TAXES	1,737,445	1,651,033	1,919,472	1,978,630	1,919,472	1,957,862	1,957,862	2% Increase Forecasted
10-31-142	MUNICIPAL ENERGY SALES TAX	225,163	258,312	291,084	225,000	225,000	225,000	225,000	
10-31-144	FRANCHISE TAXES - NATURAL GAS	92,239	102,859	89,858	85,000	85,000	85,000	85,000	
10-31-146	MUNICIPAL TELECOMM TAX	120,769	108,310	103,519	110,000	100,000	110,000	110,000	
10-31-149	TRANSPORTATION SALES	-	-	-	-	-	160,000	160,000	
10-31-150	ROOM TAX	18,084	16,889	16,685	17,000	18,000	17,000	17,000	
	TAXES Total	3,201,911	3,959,964	3,129,811	3,449,699	3,761,472	3,599,862	3,599,862	
LICENSES AND PERMITS									
10-32-210	BUILDING PERMITS	109,922	34,508	62,343	40,000	70,000	40,000	40,000	
10-32-211	PLAN CHECK FEES	61,564	22,480	22,499	20,000	33,800	20,000	20,000	
10-32-212	ELECTRICAL FEES	454	540	450	200	450	500	500	
10-32-218	MECHANICAL FEES	184	180	135	50	200	200	200	
10-32-220	BUSINESS LICENSE	27,824	28,377	27,466	28,000	27,000	28,000	28,000	
10-32-285	OTHER PERMITS - EXCAVATION	4,945	4,841	5,075	1,500	3,000	3,000	3,000	
	LICENSES AND PERMITS Total	204,693	90,926	117,968	89,750	134,450	91,700	91,700	
INTERGOVERNMENTAL REVENUE									
10-33-310	CLASS 'C' ROAD FUNDS	179,899	171,853	181,241	172,000	172,000	211,241	211,200	
10-33-320	GRANTS - STATE	79,448	9,767	12,206	2,600	2,600	2,600	2,600	
10-33-340	GRANTS - FEDERAL	-	25,890	443	-	-	-	-	
10-33-345	GRANTS - COUNTY/OTHER	-	-	25,000	25,000	25,000	-	-	
10-33-380	STATE LIQUOR FUND ALLOTMENT	8,683	9,508	8,401	8,400	8,400	8,400	8,400	
	INTERGOVERNMENTAL REVENUE Total	268,030	217,018	227,290	208,000	208,000	222,241	222,200	
CHARGES FOR SERVICES									
10-34-320	SUBDIVISION FEES	29,821	32,029	19,598	20,000	20,000	20,000	20,000	
10-34-440	PARK RESERVATION FEES	4,395	4,365	4,545	3,700	3,700	3,700	3,700	
10-34-480	SALE-COPIES, MAPS & OTHER	-	3	95	-	-	-	-	
10-34-488	POLICE REPORTS & OTHER REMBR	1,660	10,935	1,997	1,500	2,000	1,500	1,500	
	CHARGES FOR SERVICES Total	35,875	47,332	26,235	25,200	25,700	25,200	25,200	

FY 2016/17 Budget V.2

Acct	Acct. Names	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
FINES AND FORFEITURES									
10-35-510	FINES & FORFEITURES	77,169	83,642	88,501	80,000	55,000	80,000	80,000	May be too high based on current year
	FINES AND FORFEITURES Total	77,169	83,642	88,501	80,000	55,000	80,000	80,000	
MISCELLANEOUS REVENUE									
10-36-600	INTEREST EARNED - GENERAL	5,240	4,180	10,861	5,000	5,000	500	5,000	
10-36-611	INTEREST EARNED - OTHER/TRUST	109	1,116	18	-	-	-	-	
10-37-440	YOUTH COUNCIL FUNDRAISER	3,759	300	78	-	-	-	-	
10-36-440	SALE OF FIXED ASSETS	-	14,500	-	-	-	-	-	
10-36-430	FACILITY RENTAL	50	160	50	-	1,000	-	-	
10-36-635	ADVERTISING REVENUE	240	160	40	-	-	-	-	
10-36-690	MISC. REVENUE	21,521	37,340	20,984	8,000	14,000	8,000	8,000	
	MISCELLANEOUS REVENUE Total	20,919	57,956	32,031	13,000	20,000	8,500	13,000	
CONTRIBUTIONS AND TRANSFERS									
10-38-900	TRANSFERS FROM WATER FUND	-	135,000	-	-	-	-	-	
10-38-805	TAXR FROM CAPITAL IMPROVEMENT FUND	-	6,000	6,000	-	-	-	-	
10-38-810	JULY 4TH DONATIONS/FEES	5,000	-	-	-	-	-	-	
10-38-828	K-9 DONATIONS	475	-	-	-	-	-	-	
10-38-880	CONTRIBUTIONS - PRIVATE	98,181	-	-	-	-	-	-	
10-38-070	TAXR'S FROM RAP TAX FUND	1,600	14,200	4,500	4,500	4,500	4,500	4,500	Arts Council
10-38-894	TAXR'S FROM CAP PROJECTS	-	-	-	5,823	5,823	-	-	
10-38-995	TAXR'S FROM STREET IMPACT FEES	145,000	-	-	-	-	-	-	
10-38-886	TAXR'S FROM CAPITAL STREETS	-	7,500	-	-	-	-	-	
10-38-897	FROM POLICE FACILITIES FUND	4,020	2,165	2,165	2,165	2,165	2,165	2,165	
10-38-938	TRANSFERS FROM PARK IMPACT FEE	306,880	4,090	-	-	-	-	-	
10-38-888	CONTRIBUTIONS - FUND BALANCE	-	60,509	-	213,772	-	-	-	
10-38-990	CONTRIBUTIONS - CLASS C BALANCE	-	-	-	-	-	-	-	
10-38-901	CONTRIBUTIONS - BOND PROCEEDS	1,812,000	-	-	-	-	-	-	
	CONTRIBUTIONS AND TRANSFERS Total	2,309,076	229,464	12,645	228,209	12,488	6,663	6,663	
TOTAL GENERAL FUND REVENUE		6,211,773	4,094,982	3,633,595	4,881,849	4,217,110	4,023,167	4,027,827	

FY 2016/17 Budget V.2

Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
LEGISLATIVE									
10-40-110	SALARIES & WAGES	26,264	26,094	32,792	37,270	37,270	37,270	37,270	
10-40-115	SALARIES & WAGES - CC MTGS	-	-	-	2,100	2,100	2,100	2,100	
10-40-132	WORKERS COMP INSURANCE	45	45	51	60	60	60	60	
10-40-199	FICA TAXES	2,147	2,116	2,646	2,851	2,851	2,851	2,851	
10-40-200	BOOKS, SUBSCRIPT, MEMBERSHIPS	175	179	61	200	200	200	200	
10-40-230	TRAVEL	1,800	1,800	1,800	2,300	2,300	2,300	2,300	
10-40-300	SEMINARS & CONVENTIONS	2,084	2,319	2,857	2,500	2,500	2,500	2,500	
10-40-600	MISCELLANEOUS SUPPLIES	508	1,301	1,412	1,000	2,000	2,000	2,000	
	LEGISLATIVE Total	33,022	33,794	41,620	48,201	48,201	48,201	48,201	
COURT									
10-40-100	SALARIES & WAGES	-	-	-	-	-	-	-	
10-40-105	OVERTIME-BAILOFF	-	-	-	-	-	-	-	
10-40-125	LONG TERM DISABILITY	3	4	-	-	-	-	-	
10-40-130	RETIREMENT	-	62	-	-	-	-	-	
10-40-131	GROUP HEALTH INSURANCE	64	17	-	-	-	-	-	
10-40-132	WORKERS COMP INSURANCE	12	52	-	-	-	-	-	
10-40-133	FICA TAXES	37	-	-	-	-	-	-	
10-40-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	-	-	-	-	-	-	-	
10-40-240	OFFICE SUPPLIES EXPENSE	-	-	-	-	-	-	-	
10-40-241	POSTAGE	-	-	-	-	-	-	-	
10-40-310	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	
10-40-311	LEGAL FEES	24,000	24,000	24,000	24,000	27,900	31,800	31,800	Public Defender
10-40-330	SEMINARS AND CONVENTIONS	-	-	-	-	-	-	-	
10-40-440	BANK CHARGES	-	-	-	-	-	-	-	
10-40-460	STATE SURCHARGES	-	-	-	-	-	-	-	
10-40-620	WARRANT SERVICES	-	-	-	-	-	-	-	
10-40-621	WITNESS FEES	351	438	533	500	500	500	500	
	COURT Total	24,467	24,625	24,533	24,500	28,400	32,300	32,300	
ADMINISTRATIVE									
10-40-110	SALARIES & WAGES	120,818	103,977	115,264	132,612	132,612	136,038	136,038	
10-40-114	SALARIES & WAGES - TEMP/P-TIME	2,200	12,302	11,970	13,000	13,000	13,000	13,000	
10-40-125	LONG TERM DISABILITY	558	648	681	796	796	800	800	
10-40-130	RETIREMENT	17,296	20,820	20,164	25,952	25,952	24,055	24,055	
10-40-131	GROUP HEALTH INSURANCE	18,684	26,113	23,649	26,699	26,699	28,835	27,099	
10-40-132	WORKERS COMP INSURANCE	220	242	795	1,845	1,845	2,000	2,000	
10-40-135	FICA TAXES	9,185	9,176	9,668	11,139	11,139	11,401	11,401	

FY 2016 Budget V.2

Acct	Acct. Name	Actual 2013-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
10-43-334	ADVANCES - VEHICLE	1,600	2,200	2,400	2,400	2,400	2,400	2,400	
10-43-710	BOOKS, SUBSCRIPT, MEMBERSHIPS	4,189	5,099	4,727	5,000	5,000	5,000	5,000	
10-43-340	OFFICE SUPPLIES & EXPENSE	4,744	4,920	4,362	5,000	5,000	5,000	5,000	
10-43-261	POSTAGE	1,589	1,878	1,729	2,000	2,000	2,000	2,000	
10-43-250	EQUIPMENT SUPPLIES & MAINT	7,080	6,032	6,764	6,000	6,000	6,000	6,000	
10-43-211	CONSULTING SVCS - COMPUTER	10,206	10,691	8,803	12,500	12,500	12,500	12,500	
10-43-330	EDUCATION AND TRAINING	1,393	2,078	1,440	2,000	2,000	2,000	2,000	
10-43-490	BANK CHARGES	11,529	12,041	13,732	12,000	12,000	12,000	12,000	
10-43-490	MISCELLANEOUS SERVICES	-	1,090	-	2,700	2,200	2,200	2,200	
10-43-671	ADVERTISING	3,118	1,402	2,917	3,000	3,000	3,000	3,000	
10-43-740	CAPITAL OUTLAY - EQUIPMENT	-	-	7,876	1,700	1,700	-	10,000	City Services
10-43-741	CAPITAL OUTLAY - SOFTWARE	-	-	299	-	-	-	-	
	ADMINISTRATIVE Total	218,421	220,649	234,362	261,043	261,043	268,229	271,488	
ENGINEERING									
10-46-110	SALARIES & WAGES	41,267	44,044	48,926	48,154	48,154	49,117	49,117	
10-46-125	LONG TERM DISABILITY	248	233	294	289	289	300	300	
10-46-190	RETIREMENT	7,448	9,252	10,010	9,535	9,535	8,779	8,779	
10-46-191	GROUP HEALTH INSURANCE	7,194	8,620	9,080	8,871	8,871	9,581	9,004	
10-46-152	WORKERS COMP INSURANCE	744	864	926	1,693	1,693	1,100	1,100	
10-46-133	FICA TAXES	3,113	3,701	3,774	3,684	3,684	3,757	3,757	
10-46-124	ALLOWANCES - VEHICLE	2,400	2,400	2,400	2,400	2,400	2,400	2,400	
10-46-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	290	-	-	200	200	200	200	
10-46-300	SEMINARS AND CONVENTIONS	331	627	588	1,000	1,000	1,000	1,000	
10-46-610	MISCELLANEOUS SUPPLIES	1,621	1,924	998	1,000	1,000	1,000	1,000	
10-46-740	CAPITAL OUTLAY - EQUIPMENT	2,823	-	-	-	-	-	-	
	ENGINEERING Total	67,483	71,720	75,956	76,226	76,226	77,235	85,658	Plotters/Scanner
NON-DEPARTMENTAL									
10-50-110	SALARIES & WAGES-EMPTY	2,430	12,627	5,114	-	5,400	-	-	
10-50-282	TELEPHONE-CELL	2,707	5,841	5,335	5,000	5,500	5,000	5,000	
10-50-300	COMPUTER NETWORK SERVICES	5,977	19,580	19,569	22,480	22,480	22,400	22,400	
10-50-310	AUDITING FEES	9,000	10,000	10,000	10,000	10,000	10,000	10,000	
10-50-311	ATTORNEY FEES	43,448	42,561	47,419	49,000	49,000	49,000	49,000	
10-50-312	AUTOMOBILE INSURANCE	7,386	8,653	7,783	7,800	7,800	7,800	7,800	
10-50-313	BUILDING INSPECTIONS	24,998	17,850	26,001	25,000	32,500	25,000	25,000	
10-50-309	PROPERTY INSURANCE	10,897	10,972	11,064	11,000	11,000	11,000	11,000	
10-50-510	LIABILITY INSURANCE	38,939	41,373	33,428	34,000	34,000	34,000	34,000	
10-50-511	INSURANCE BONDING	2,660	2,660	2,660	2,500	2,500	2,500	2,500	
10-50-510	EMERGENCY PREPAREDNESS CMTE	8,346	13,297	8,383	3,000	3,000	3,000	3,000	

FY 2016/17 Budget V.2

Acct	Acct. Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Note
10-50-610	EMERGENCY SUPPLIES	230	114	-	2,000	2,000	2,000	2,000	
10-50-611	ELECTION EXPENSES	-	5,812	-	8,400	5,400	-	-	
10-50-612	WEST BOUNTIFUL ARTS COUNCIL	2,141	2,738	5,259	4,500	4,500	4,500	4,500	
10-50-614	CITY NEWSLETTER EXPENSES	7,863	6,639	6,069	5,500	6,000	5,500	5,500	
10-50-616	YOUTH COUNCIL EXPENSES	5,493	1,742	4,150	5,200	5,200	5,200	5,200	
10-50-618	HISTORICAL COMM PROJECTS	651	666	250	1,500	1,000	1,000	2,500	Increase for Computer/Printer
10-50-619	COMMUNITY ACTION PROGRAMS	2,672	10	-	500	500	500	500	
10-50-620	ANIMAL CONTROL	14,285	11,540	8,990	10,000	10,000	10,000	10,000	
10-50-622	DAVIS ART CENTER DONATION	-	500	-	500	500	500	500	
10-50-651	EMPLOYEE INCENTIVE	483	1,007	979	1,000	1,500	1,000	1,000	
10-50-740	CAPITAL OUTLAY - EQUIPMENT	255	-	-	-	-	-	-	
10-50-741	CAPITAL OUTLAY - SOFTWARE	6,683	-	-	-	-	-	-	
NON-DEPARTMENTAL Total		197,562	216,182	262,453	262,300	214,300	193,900	193,400	
GENERAL GOVERNMENT BUILDINGS									
10-51-240	BLDGS & GROUNDS - SUPPLIES/MNT	16,580	18,283	22,298	42,800	42,800	22,298	42,000	Add. Mains/Lights/Windows
10-51-281	PAINT & REPAIRS	-	-	-	20,000	20,000	-	24,000	Roof \$10K; HVAC \$14K
10-51-270	UTILITIES	20,008	21,653	19,973	20,000	20,000	20,000	20,000	
10-51-280	TELEPHONE / INTERNET	7,024	6,924	6,814	7,000	7,000	7,000	7,000	
10-51-620	MISCELLANEOUS SERVICES	4,280	1,757	1,698	4,200	4,200	4,200	4,200	
10-51-730	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	-	
GENERAL GOVERNMENT BUILDINGS Total		47,892	48,617	50,793	84,000	94,000	53,498	97,200	
PLANNING AND ZONING									
10-53-110	SALARIES & WAGES	32,064	35,176	20,777	23,824	23,824	24,260	24,260	
10-53-125	LONG TERM DISABILITY	-	194	192	131	131	200	200	
10-53-130	RETIREMENT	-	5,822	5,775	4,027	4,027	3,715	3,715	
10-53-131	GROUP HEALTH INSURANCE	-	6,277	5,464	3,508	3,508	3,789	3,561	
10-53-132	WORKERS COMP INSURANCE	80	70	65	63	63	100	100	
10-53-135	FICA TAXES	2,453	2,583	2,478	1,823	1,823	1,856	1,856	
10-53-390	EDUCATION & TRAINING	166	-	-	200	200	200	200	
10-53-610	MISCELLANEOUS EXPENSES	1,283	145	103	1,000	1,000	1,000	1,000	
10-53-620	COMMISSION FEES	3,126	3,500	2,660	5,760	5,760	5,760	5,760	
PLANNING AND ZONING Total		39,173	53,567	37,514	40,335	40,335	40,881	40,633	
POLICE DEPARTMENT									
10-54-110	SALARIES & WAGES	426,861	438,184	438,553	478,018	478,018	470,383	483,703	
10-54-111	OVERTIME SALARIES & WAGES	28,529	16,330	20,341	20,000	20,000	20,000	20,000	
10-54-112	ALCOHOL ENFORCEMENT OVERTIME	2,620	2,003	3,805	1,000	1,000	1,000	1,000	
10-54-115	SALARIES & WAGES - CROSS GUARD	9,904	11,005	8,804	10,290	10,290	10,290	10,290	

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Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V2 2016-17	Note
10-54-116	LIQUOR ENFORCEMENT SHIFTS	13,529	1,519	1,845	8,401	8,401	8,401	8,012	
10-54-125	LONG TERM DISABILITY	2,532	2,792	2,900	2,981	2,981	3,000	3,000	
10-54-130	RETIREMENT	114,275	133,583	128,975	138,685	139,685	131,659	135,623	
10-54-131	GROUP HEALTH INSURANCE	104,279	87,237	88,590	108,626	108,626	122,155	114,803	
10-54-132	WORKERS COMP INSURANCE	10,955	10,507	10,040	10,922	10,922	10,734	11,036	
10-54-133	FICA TAXES	35,412	38,075	31,939	39,513	39,513	39,929	39,948	
10-54-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	356	477	469	435	463	435	400	
10-54-240	OFFICE SUPPLIES & EXPENSE	3,267	2,363	2,634	3,515	3,515	3,515	2,600	
10-54-301	PRINTING	1,096	700	1,157	830	850	850	1,400	
10-54-250	VEHICLE SUPPLIES & MAINT	9,169	10,477	7,361	13,800	13,800	13,809	12,890	
10-54-253	POLICE VEHICLE LEASE/PURCHASE	40,261	49,622	103,899	51,520	51,520	51,520	54,900	
10-54-254	CONTRACT MECHANIC	5,386	-	-	-	-	-	-	
10-54-255	FUEL	34,955	35,198	17,522	38,400	12,000	38,400	26,400	Red over FY 16 to pay for vehicles in FY 17
10-54-262	TELEPHONE - CELLULAR	7,145	9,789	9,485	10,500	10,500	10,500	10,500	
10-54-310	NARCOTICS ENFORCEMENT	3,949	3,949	3,949	3,950	3,950	3,950	4,700	
10-54-311	PROFESSIONAL SERVICES	16,077	17,191	17,817	16,890	16,890	16,890	18,300	
10-54-320	UCAN RADIO NETWORK FEES	6,806	6,630	6,867	8,484	8,484	8,484	8,500	
10-54-321	COUNTY DISPATCH FEES	21,216	21,216	21,852	21,853	21,853	21,853	21,900	
10-54-330	EDUCATION AND TRAINING	4,938	10,288	11,232	10,700	10,700	10,700	9,700	
10-54-340	LIQUOR DISTRIBUTION GRANT EXP	2,235	-	4,873	-	-	-	-	
10-54-350	SPECIAL DEPARTMENT SUPPLIES	7,313	5,735	3,376	5,225	5,225	5,225	3,300	
10-54-355	ALLOWANCES-UNIFORM	5,597	11,298	9,857	13,270	13,270	13,270	14,200	
10-54-400	FIREARMS & FIREARM TRAINING	3,734	7,592	9,506	11,124	11,124	11,124	10,600	
10-54-410	MISCELLANEOUS SUPPLIES	16	-	-	-	-	-	-	
10-54-422	MISCELLANEOUS - R-9	1,421	644	1,618	-	-	-	-	
10-54-425	FEDERAL/STATE GRANT EXP	4,999	7,537	7,372	-	-	-	-	
10-54-635	COMMUNITY POLICING	313	1,137	1,215	3,685	3,685	3,685	1,900	
10-54-740	CAPITAL OUTLAY - EQUIPMENT	33,295	26,000	12,000	-	-	-	-	
10-54-741	CAPITAL OUTLAY - COMPUTERS	5,839	-	-	-	-	-	-	
	POLICE DEPARTMENT Total	969,217	969,678	969,911	1,033,838	1,007,238	1,099,781	1,137,514	
	FIRE PROTECTION								
10-55-621	FIRE FIGHTING SERVICES	398,817	416,408	435,345	480,029	480,029	504,051	504,000	
	FIRE PROTECTION Total	398,817	416,408	435,345	480,029	480,029	504,051	504,000	
	STREETS								
10-60-110	SALARIES & WAGES	80,458	82,745	74,530	69,492	69,492	70,953	70,953	
10-60-111	OVERTIME SALARIES & WAGES	3,723	1,450	923	4,000	4,000	4,000	4,000	
10-60-114	SALARIES & WAGES - TEMP/P-TIME	1,890	2,893	-	2,000	2,000	2,000	2,000	
10-60-125	LONG TERM DISABILITY	485	530	453	441	441	441	441	

Ratios - 97%; Vehicles 530%; Copier \$6K

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Acct	Acct Name	Actual		Actual	Actual	Budget	Estimate	1st Look		Notes
		2012-13	2013-14					2014-15	2015-16	
10-60-130	RETIREMENT	14,390	16,519	14,765	14,499	14,499	14,499	13,356	13,356	
10-60-131	GROUP HEALTH INSURANCE	18,900	23,393	21,278	20,834	20,834	20,834	22,501	21,146	
10-60-132	WORKERS COMP INSURANCE	1,548	1,656	1,500	2,163	2,163	2,163	2,200	2,200	
10-60-133	FICA TAXES	6,335	6,799	5,637	5,500	5,500	5,500	5,887	5,887	
10-60-250	VEHICLE SUPPLIES & MAINTENANCE	6,854	2,748	3,429	4,500	4,500	4,500	4,500	4,500	
10-60-252	EQUIPMENT MAINTENANCE & REPAIRS	3,537	5,008	4,788	4,500	4,500	4,500	4,500	4,500	
10-60-222	CONTRACT MECHANIC	7,363	-	-	-	-	-	-	-	
10-60-255	FUEL	9,391	7,083	6,090	6,300	6,300	6,300	6,300	6,300	
10-60-270	STREET LIGHTS	46,197	46,964	61,177	50,400	50,400	50,400	50,400	50,400	
10-60-330	EDUCATION AND TRAINING	1,380	1,250	1,270	2,400	2,400	2,400	2,400	2,400	
10-60-410	SPECIAL DEPARTMENT SUPPLIES	810	3,540	3,104	4,000	4,000	4,000	4,000	4,000	
10-60-412	STREET SIGNS & POSTS	3,307	2,963	3,712	4,000	4,000	4,000	4,000	4,000	
10-60-414	STREET SWEEPING	3,848	6,128	3,895	4,000	4,000	4,000	4,000	4,000	
10-60-455	UNIFORM	683	817	664	1,000	1,000	1,000	1,000	1,000	
10-60-620	SNOW REMOVAL	20,438	19,269	9,956	16,500	16,500	21,200	16,500	16,500	Road Salt Storage
10-60-630	TREE REMOVAL	725	81	1,356	1,000	1,000	1,000	1,000	1,000	
10-60-720	CAPITAL OUTLAY - GRANTS	-	25,000	-	25,000	25,000	25,000	-	-	
10-60-730	CAPITAL OUTLAY - IMPROVEMENTS	144,482	219,933	500	-	-	-	-	-	
10-60-740	CAPITAL OUTLAY - EQUIPMENT	-	181,151	7,240	-	-	-	-	-	
STREETS Total		376,743	657,920	226,206	242,528	247,228	247,228	219,957	288,383	
CLASS "C" ROAD PROJECTS										
10-61-270	CLASS C STREET LIGHTS	-	-	-	-	-	-	-	-	
10-61-310	PROFESSIONAL SERVICES	-	-	-	-	-	-	-	-	
10-61-410	ROAD REPAIRS	16,945	38,797	35,629	50,000	50,000	50,000	50,000	50,000	
10-61-415	STREET STRIPING	9,313	10,173	11,342	11,500	11,500	11,500	11,500	11,500	
10-61-625	SIDEWALK REPLACEMENT	7,875	3,517	777	14,000	14,000	14,000	14,000	14,000	
10-60-730	OVERLAY CITY STREETS	-	-	-	-	-	-	-	-	
10-61-731	CRACK SEALANT	10,000	8,200	10,050	10,000	10,000	10,000	10,000	10,000	
10-61-735	SLURRY SEAL	-	81,373	114,818	110,000	110,000	110,000	110,000	110,000	
10-61-740	CAPITAL OUTLAY	35,381	-	-	-	-	-	-	-	
CLASS "C" ROAD PROJECTS Total		79,514	142,060	172,615	195,500	195,500	195,500	195,500	195,500	
PROP. ONE TRANSPORTATION										
10-62-200	OPERATIONS	-	-	-	-	-	-	-	-	
10-62-410	ROAD REPAIRS/PATCHING	-	-	-	-	-	-	-	-	
10-62-513	STREET STRIPING	-	-	-	-	-	-	-	-	
10-62-614	STREET SWEEPING	-	-	-	-	-	-	-	-	10,000 Increase in sweeping
10-62-621	CRACK SEALANT	-	-	-	-	-	-	-	-	5,000 Increase in crack seals
10-62-610	TRAILS	-	-	-	-	-	-	-	-	

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Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2013-16	1st Limit 2016-17	V.2 2016-17	Note
10-01-625	SIDEWALK IMPROVEMENTS								
10-02-770	OVERLAY CITY STREETS								25,000 Gap Improvements
10-02-790	CAPITAL OUTLAY - EQUIPMENT								
10-03-742	CAPITAL OUTLAY - STREET IMPROVEMENTS								98,900 Loader, Roller, Pickups, welder
	PROP. ONE TRANSPORTATION Total								139,900
	PARKS								
10-70-110	SALARIES & WAGES	45,839	32,308	51,965	55,508	55,508	56,618	56,618	Additional FTE?
10-70-111	OVERTIME SALARIES & WAGES	1,903	1,899	1,371	4,500	4,500	4,500	4,500	
10-70-114	SALARIES & WAGES - TEMP/P-TIME	13,444	16,033	15,775	24,000	24,000	24,000	24,000	
10-70-125	LONG TERM DISABILITY	275	244	302	360	360	360	360	
10-70-130	RETIREMENT	8,252	7,837	10,224	12,089	12,089	11,125	11,125	
10-70-131	GROUP HEALTH INSURANCE	13,707	12,094	15,718	17,070	17,070	18,436	17,326	
10-70-132	WORKERS COMP INSURANCE	1,139	1,098	1,466	2,400	2,400	2,400	2,400	
10-70-133	FICA TAXES	4,444	4,184	5,048	6,121	6,121	6,206	6,206	
10-70-245	TOILET RENTAL	-	-	207	800	800	800	800	
10-70-250	EQUIPMENT SUPPLIES & MAINT	4,763	2,746	2,938	4,000	4,000	4,000	4,000	
10-70-252	VEHICLE REPAIRS & MAINTENANCE	1,862	1,629	1,813	1,500	1,500	1,500	1,500	
10-70-261	CONTRACT MECHANIC	1,220	-	-	-	-	-	-	
10-70-255	FUEL	4,879	4,825	4,973	6,000	6,000	6,000	6,000	
10-70-260	BLDGS & GROUNDS - SUPPLIES/MINT	11,138	14,803	13,471	15,000	15,000	15,000	15,000	
10-70-265	TRAIL MAINTENANCE	-	-	-	-	3,700	-	3,363	Trail Wrecks
10-70-270	UTILITIES	1,823	1,695	1,578	3,080	3,080	3,080	3,100	
10-70-100	PROFESSIONAL & TECHNICAL SVCS	1,155	-	-	-	-	-	-	
10-70-300	EDUCATION AND TRAINING	760	760	600	1,000	1,000	1,000	1,000	
10-70-355	UNIFORM	600	353	927	1,000	1,000	1,000	1,000	
10-70-410	MISCELLANEOUS SUPPLIES	130	60	171	-	-	-	-	Volunteer supplies
10-70-612	4TH OF JULY CELEBRATION EXPENSE	10,968	12,082	9,943	12,000	12,000	12,000	12,000	
10-70-613	PARKS SUPPLIES	8,207	10,139	9,707	10,000	10,000	10,000	10,000	
10-70-614	PARK IMPROVEMENTS	1,257	-	-	-	-	-	-	
10-70-615	HOLIDAY DECORATION & SUPPLIES	4,240	2,095	1,870	2,500	2,500	2,500	2,500	
10-70-620	LAWN MAINTENANCE	831	1,027	818	1,100	1,100	1,100	1,100	
10-70-700	CAPITAL OUTLAY - IMPROVEMENTS	330,484	-	-	50,000	50,000	-	-	
10-70-740	CAPITAL OUTLAY - EQUIPMENT	9,083	32,727	13,500	13,500	13,500	-	1,000	Hotel
	PARKS Total	462,400	161,678	190,864	243,539	247,236	161,629	191,806	

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Acct	Acct. Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
DEBT SERVICE									
10-65-415	PRINC-SALES TX BOND-CITY HALL	127,000	112,000	115,000	115,000	115,000	115,000	115,000	
10-65-425	INT.-SALES TX BOND-CITY HALL	70,705	40,002	37,343	37,400	37,400	37,400	37,400	
10-65-435	DEFEASED BOND	1,760,000	-	-	-	-	-	-	
10-65-435	AGENT-SALES TX BOND-CITY HALL	171,246	1,500	1,100	3,600	3,600	3,600	3,600	
	DEBT SERVICE Total	2,128,951	153,502	153,443	156,000	156,000	156,000	156,000	
TRANSFERS, OTHER									
10-90-000	TRANSFERS TO CIP FUND	94,169	-	-	-	30,000	-	380,000	West Yard
10-90-010	TRANSFERS TO CAPITAL STREETS	212,500	-	328,500	212,500	212,500	-	-	
10-90-015	TRANSFERS TO STREETS PROJECTS - PROP ONE	-	-	-	-	17,000	-	-	Storm Projects
10-90-020	TRANSFERS TO STORM UTILITY	-	-	-	-	393,411	-	-	
10-90-050	TRANSFERS TO GOLF FUND	115,000	86,473	-	17,000	-	-	-	
10-90-055	APPROP INCREASE - FUND BALANCE	-	-	-	-	-	-	-	
10-90-314	S/TAX PYMTS TO BTFL - COMMONS	108,949	113,423	122,215	122,678	122,678	127,585	127,585	4%
10-90-015	S/TAX PYMTS TO BTFL - GATEWAY	65,493	67,097	65,383	73,112	65,400	70,492	67,035	2.5%
10-90-015	S/TAX PYMTS TO DVPR: COMMONS	325,330	338,678	365,226	366,314	236,300	380,967	-	Agreement fulfilled
	TRANSFERS, OTHER Total	923,400	605,671	681,324	905,013	1,077,289	579,044	574,628	
GENERAL FUND REVENUE TOTALS		6,211,773	4,084,902	3,686,796	4,091,849	4,217,110	4,023,167	4,027,627	
GENERAL FUND EXPENDITURE TOTALS		5,884,193	3,774,819	3,678,970	4,087,734	4,178,908	3,582,213	3,944,339	
INCREASE/(DECREASE) FUND BALANCE		227,679	310,083	7,706	4,115	38,203	440,955	83,288	

Golf Fund Overview

	Actual 2011-12	Actual 2012-13	Actual 2013-14	Actual 2014-2015	Budget 2015-2016	Estimated 2015-2016	V2 2016-2017
REVENUES							
Greens Fees	449,711	445,499	498,378	478,440	475,000	469,119	475,000
Carts/rentals	180,179	178,882	186,060	204,091	186,000	188,988	185,000
Range	92,000	90,946	99,512	98,204	95,000	95,264	95,000
Merchandise	104,929	75,035	89,192	100,971	117,000	121,711	117,000
Misc.	50,040	8,588	11,187	12,628	9,050	11,775	11,550
Contributions and Transfers	35,540	154,169	300,473	-	199,411	399,411	-
Total Revenues	918,688	951,068	1,112,742	894,384	1,074,461	1,274,622	888,599
EXPENDITURES							
Personnel	577,307	390,429	411,337	438,270	473,370	467,590	482,118
Merchandise	75,569	78,359	63,969	61,198	75,000	68,000	75,000
Operating	174,182	208,908	186,496	181,989	221,100	287,225	221,220
Capital	44,673	188,279	91,192	197,186	62,300	61,840	53,000
Debt Service	274,158	279,406	282,710	51,983	49,560	49,560	49,560
Transfers Out	-	-	-	-	209,411	399,411	-
Total Expenditures	945,949	1,145,573	975,004	870,091	1,078,941	1,271,628	874,838
NET GAIN/(LOSS)	(32,795)	(194,504)	137,738	24,293	(4,480)	3,096	8,652

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GOLF COURSE

Tea Signs	14,000	Golf Fund	0
Exterior Fence	30,000		0
Tea Mower (annual)	6,000		0
Maintenance	6,900		0
Picker	10,000		0
Rain gutter	2,000		0
Backhoe	900		0
Chemical Room	12,200		0
Gator	6,700		0
Sand Storage	15,000		0
Advertising	5,000		0
11th Tee	6,600		0
RAP Transfer	-		0
General Fund Transfer	-		0

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Acct	Acct. Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
GOLF FUND									
OPERATING REVENUE									
54-30-010	ROUNDS - ALL (FORMER 9 HOLE)	358,670	377,982	434,478	420,000	415,423	-	420,000	
54-30-015	ROUNDS - JUNIOR - ASSOCIATION	-	4,524	500	5,000	5,000	-	5,000	
54-30-020	PUNCH PASSES - ALL	86,829	55,972	43,462	50,000	48,690	-	50,000	
54-30-040	RENTALS - ALL (WAS CARTS 9)	176,832	186,060	204,091	185,000	183,388	-	185,000	
54-30-050	RANGE - ALL (WAS SMALL BUCKET)	90,946	93,512	98,204	95,000	95,264	-	95,000	
54-30-070	PRO SHOP MERCHANDISE SALES	75,035	83,132	100,971	117,000	121,711	-	117,000	
54-30-080	FACILITY LEASE	5,102	5,903	7,813	7,000	6,936	-	7,000	
	OPERATING REVENUE Total	793,414	806,965	889,519	879,000	876,412	-	879,000	
MISCELLANEOUS REVENUE									
54-36-000	INTEREST EARNED	(414)	40	94	50	25	-	50	
54-36-600	SALE OF FIXED ASSETS	-	1,400	-	-	-	-	-	
54-36-888	ADVERTISING REVENUES	-	800	450	-	-	-	-	
54-36-900	MISCELLANEOUS REVENUE	3,899	544	1,771	2,000	2,314	-	2,000	
54-36-999	MISCELLANEOUS - TOURNAMENT REV	-	2,500	2,500	-	2,500	-	2,500	
	MISCELLANEOUS REVENUE Total	3,485	5,264	4,815	2,050	4,839	-	4,500	
CONTRIBUTIONS AND TRANSFERS									
54-38-070	TRANSFERS IN - GENERAL FUND	124,169	86,473	-	193,411	393,411	-	-	
54-38-880	TRANSFERS IN - CAP IMPROV FUND	-	29,000	-	-	-	-	-	
54-38-990	TRANSFERS IN - RAP TAX FUND	30,000	185,000	-	-	-	-	-	
	CONTRIBUTIONS AND TRANSFERS Total	154,169	300,473	-	193,411	393,411	-	-	
GOLF PROFESSIONAL AND CLUB HOUSE									
54-41-110	SALARIES & WAGES	93,533	64,319	85,872	105,083	106,187	-	105,585	
54-41-115	SALARIES & WAGES - TEMP/P-TIME	55,226	60,552	49,344	43,815	44,135	-	43,815	
54-41-125	LONG TERM DISABILITY	394	95	319	621	522	-	634	
54-41-130	RETIREMENT	13,491	12,321	18,622	20,142	17,591	-	18,562	
54-41-131	GROUP HEALTH INSURANCE	9,722	17,381	24,448	25,461	25,008	-	25,008	
54-41-132	WORKERS COMP INSURANCE	3,164	1,621	1,068	1,998	1,854	-	2,026	
54-41-133	FICA TAXES	12,740	9,138	9,942	11,461	11,091	-	11,620	
54-41-134	EMPLOYEE BENEFITS - UNEMPLOY	-	814	111	1,500	-	-	1,500	
54-41-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	1,155	121	440	800	800	-	500	
54-41-240	OFFICE SUPPLIES & EXPENSE	2,698	2,772	1,999	2,000	2,000	-	2,000	
54-41-251	CONTRACT MECHANIC	4,500	-	-	-	-	-	-	
54-41-255	FUEL	11,627	9,554	10,521	11,000	8,706	-	11,000	
54-41-258	EQUIP MNT/REPAIR - GOLF CARTS	4,559	6,499	3,111	5,000	6,000	-	5,000	

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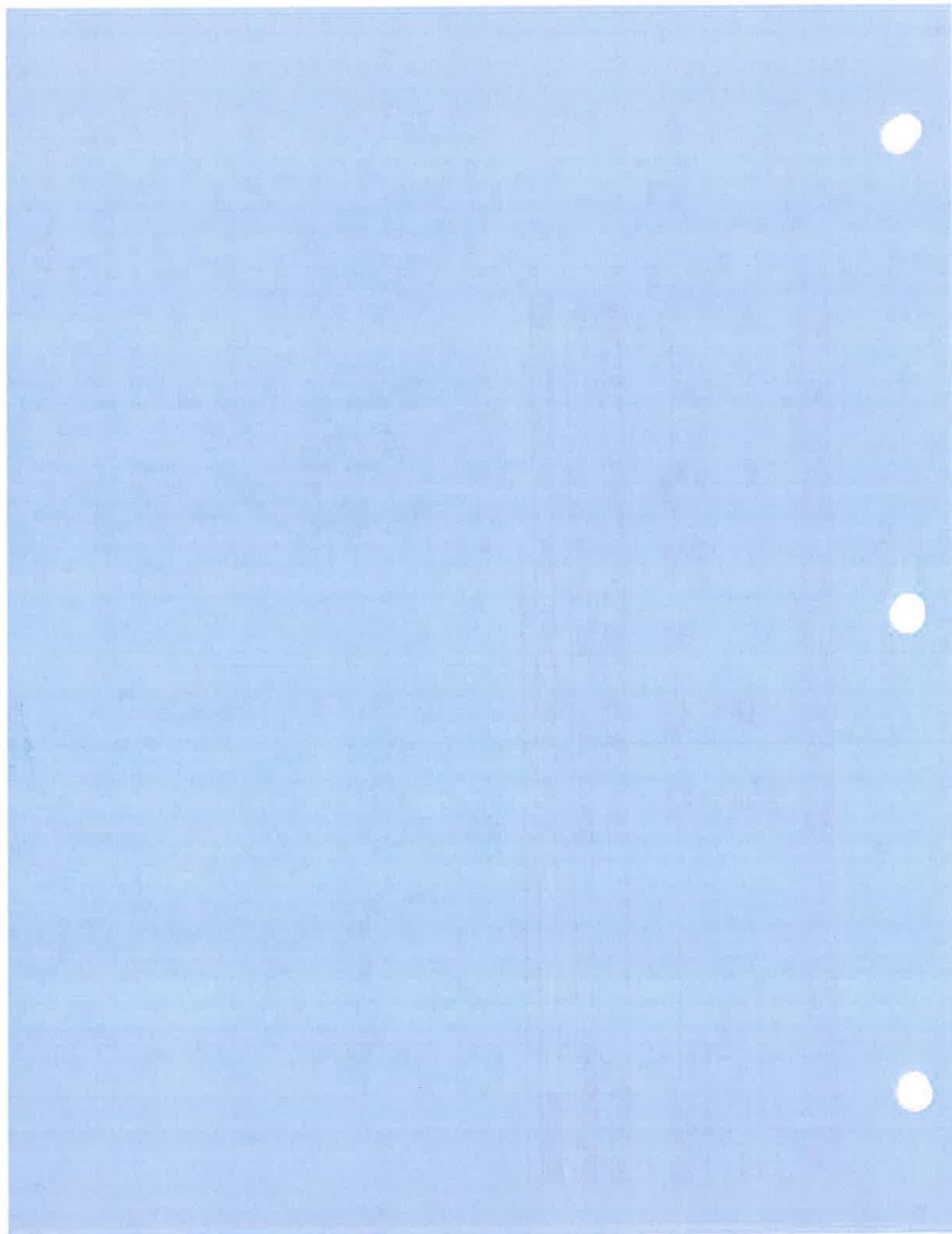
Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
54-01-200	BLDGs & GROUNDS - SUPPLIES/MINT								
54-01-270	UTILITIES	4,397	3,653	2,781	7,200	7,200	-	7,200	
54-01-280	TELEPHONE	10,352	9,289	10,960	13,920	13,920	-	13,920	
54-01-310	PROFESSIONAL SERVICES	2,352	2,555	2,846	4,000	4,000	-	4,000	
54-01-380	EDUCATION AND TRAINING	1,225	85	1,334	1,000	1,000	-	1,000	
54-01-390	BANK CHARGES - VISA	-	-	-	3,200	3,000	-	3,200	
54-01-510	MISCELLANEOUS SUPPLIES	34,588	15,096	13,195	20,000	19,325	-	20,000	
54-01-601	EMPLOYEE INCENTIVE	3,308	1,929	2,051	2,000	2,000	-	2,000	
54-01-601	JUNIOR GOLF PROGRAM	199	-	-	-	-	-	-	
54-01-605	MISCELLANEOUS SERVICES	-	1,271	2,301	2,000	2,000	-	2,000	
54-01-638	EQUIPMENT EXPENSE	2,337	2,568	1,808	2,000	2,000	-	2,000	
54-01-638	EQUIPMENT EXPENSE	140	-	-	-	-	-	-	
54-01-638	ADVERTISING	112	2,310	2,097	2,000	2,000	-	2,000	
54-01-649	TOURNAMENT - EXPENSES	260	416	1,570	600	6,000	-	600	
54-01-649	EQUIPMENT - CARTS/MISC	750	-	-	-	-	-	-	
54-01-745	RENTAL CLUBS & BAGS	702	-	1,896	2,000	2,000	-	2,000	
	GOLF PROFESSIONAL AND CLUB HOUSE Total	253,511	224,300	253,636	288,000	288,919	-	298,690	
	COURSE & EQUIP MAINTENANCE & REPAIRS								
54-02-100	SALARIES & WAGES	59,604	106,120	89,497	106,377	104,430	-	98,999	
54-02-111	SALARIES & WAGES - OVERTIME	-	99	483	500	460	-	76,000	
54-02-114	SALARIES & WAGES - TEMP/P-TIME	79,436	38,728	77,201	76,000	72,672	-	594	
54-02-125	LONG TERM DISABILITY	372	580	605	629	583	-	16,358	
54-02-130	RETIREMENT	11,138	17,970	14,088	20,229	19,029	-	28,307	
54-02-131	GROUP HEALTH INSURANCE	14,189	19,906	23,108	21,844	21,536	-	2,447	
54-02-132	WORKERS COMP INSURANCE	3,314	3,796	2,817	2,528	2,431	-	13,387	
54-02-133	FICA TAXES	10,778	12,387	12,663	13,830	13,283	-	500	
54-02-210	BOOKS, SUBSCRIPT, MEMBERSHIPS	745	450	505	500	50	-	-	
54-02-230	TRAVEL, EDUCATION, TRAINING	123	-	-	-	-	-	-	
54-02-240	OFFICE SUPPLIES & EXPENSE	101	307	292	300	300	-	300	
54-02-245	EQUIP MINT/PR - TOILET RENTAL	1,690	2,145	805	2,000	2,000	-	1,000	
54-02-250	SUPPLIES - IRRIGATION	6,808	13,193	9,283	10,000	10,000	-	10,000	
54-02-250	EQUIPMENT SUPPLIES & MAINT	16,007	17,281	12,036	14,000	14,000	-	14,000	
54-02-252	CONTRACT MECHANIC	10,313	-	-	-	-	-	-	
54-02-253	EQUIPMENT LEASE	620	440	440	1,000	1,000	-	1,000	
54-02-255	FUEL	19,128	13,973	13,740	15,000	12,694	-	15,000	
54-02-259	EQUIP MNT/PR - MOWER SHARPEN	2,375	3,464	820	4,000	4,000	-	4,000	
54-02-259	EQUIP MNT/PR - MISC-PR-PARTS	(44)	-	83	-	-	-	-	
54-02-260	BLDGs & GROUNDS - SUPPLIES/MINT	5,087	1,907	1,270	2,300	2,300	-	2,300	
54-02-262	BLDGs & GROUNDS - GROUNDS SUPP	2,543	8,893	3,121	3,000	3,000	-	3,000	
54-02-270	UTILITIES - WATER	15,706	17,835	18,253	18,200	18,200	-	24,700	

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Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Note
54-82-322	SERVICES - TREE TRIMMING	1,750	3,400	3,545	3,400	3,800	-	3,400	
54-82-330	EDUCATION AND TRAINING	-	-	671	500	500	-	500	
54-82-472	UNIFORMS - PROTECTIVE OSHA	-	79	-	400	200	-	400	
54-82-482	SPEC DEPT SUPP - SHOP/SM TOOLS	2,585	1,145	1,117	1,000	1,000	-	1,000	
54-82-620	MISCELLANEOUS SERVICES	2,975	3,278	4,166	4,080	4,000	-	2,000	
54-82-681	EMPLOYEE INCENTIVE	210	-	-	-	-	-	-	
54-82-680	SUPPLIES - FERTILIZERS	21,047	10,074	11,955	12,000	12,000	-	12,000	
54-82-667	SUPPLIES - TOP DRESSING SAND	6,471	5,883	5,944	14,000	14,000	-	14,000	
54-82-688	SUPPLIES - SEED	1,519	2,591	2,263	3,500	3,500	-	3,000	
54-82-689	SUPPLIES - CART PATH	-	384	7,426	8,000	8,000	-	8,000	
54-82-672	SUPPLIES--RAKES	1,482	-	-	-	-	-	-	
54-82-674	SUPPLIES - TREE STAKES & ROPES	-	-	332	500	500	-	-	
54-82-675	PROJECT COMPLETIONS	-	-	1,614	-	-	-	-	
54-82-677	SUPPLIES - MISC CHEMICALS	5,833	10,330	9,094	11,000	11,000	-	11,000	
54-82-725	CAPITAL OUTLAY - IMPROVEMENTS	-	-	-	-	-	-	-	
54-82-740	CAPITAL OUTLAY - EQUIPMENT	164,903	31,132	75,691	53,000	53,000	-	53,000	
	COURSE & EQUIP MAINTENANCE & REPAIRS Total	460,861	967,810	404,905	423,416	480,054	-	420,194	
	DRIVING RANGE								
54-82-111	OVERTIME SALARIES & WAGES	-	-	-	250	-	-	250	
54-82-114	SALARIES & WAGES - TEMP/TIME	21,189	23,206	25,741	19,000	24,397	-	23,000	
54-82-122	WORKERS COMP INSURANCE	519	549	395	549	550	-	549	
54-82-133	FICA TAXES	1,621	1,755	1,969	1,755	1,825	-	1,755	
54-82-250	EQUIPMENT SUPPLIES & MAINT	1,333	1,768	1,169	2,500	2,500	-	1,000	
54-82-610	MISCELLANEOUS SUPPLIES	-	528	1,284	500	500	-	1,000	
54-82-651	EMPLOYEE INCENTIVE	87	-	-	-	-	-	-	
54-82-679	SUPPLIES - RANGE GOLF BALLS	-	2,717	2,717	3,000	3,000	-	3,000	
54-82-700	CAPITAL OUTLAY - IMPROVEMENTS	23,376	-	12,555	-	-	-	-	
54-82-700	CAPITAL OUTLAY - EQUIPMENT	-	-	5,595	-	-	-	-	
	DRIVING RANGE Total	48,125	30,523	51,424	27,554	32,772	-	30,554	
	PRO SHOP & CAFE								
54-84-250	EQUIPMENT SUPPLIES & MAINT	986	64	1,511	1,250	1,250	-	1,250	
54-84-380	BLDGS & GROUNDS - SUPPLIES/MNT	16,038	6,228	2,220	6,250	5,500	-	6,250	
54-84-400	MERCHANDISE PURCHASES- DIRECT	78,550	63,969	61,138	75,000	68,000	-	75,000	
54-84-500	NON INVENTORY PURCHASES	157	-	-	-	-	-	-	
54-84-740	CAPITAL OUTLAY	-	-	43,325	9,500	8,000	-	-	
	PRO SHOP & CAFE Total	95,730	70,261	108,199	92,000	82,750	-	82,500	
	DEBT SERVICE								

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Acct	Acct Name	Actual 2012-13	Actual 2013-14	Actual 2014-15	Budget 2015-16	Estimate 2015-16	1st Look 2016-17	V.2 2016-17	Notes
54-95-911	PRINCIPAL - G.O. BOND '03	210,000	225,000	-	-	-	-	-	
54-95-916	LEASE PAYMENT - GOLF CARTS	20,717	34,142	36,078	36,060	36,060	-	36,060	
54-00-421	INTEREST - G.O. BOND '03	40,172	9,107	-	-	-	-	-	
54-35-433	AGENT FEES - '03 BOND	500	500	-	-	-	-	-	
54-95-940	INTERFUND LOAN	-	-	-	203,431	393,431	-	-	
54-55-400	INTEREST EXPENSE	8,016	13,961	13,855	7,500	7,500	-	7,500	
	DEBT SERVICE Total	279,406	282,710	51,933	246,971	406,971	-	43,500	
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	GOLF FUND REVENUES	951,068	1,112,742	894,334	1,074,461	1,274,042	-	883,590	
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	GOLF FUND EXPENDITURES	(1,230,452)	(1,065,867)	(970,091)	(1,078,941)	(1,272,466)	-	(874,806)	
<hr/>									
	NET GAIN/LOSS	(279,384)	44,875	21,243	(4,480)	2,104	-	4,682	



MEMORANDUM



TO: Mayor & Council

DATE: April 13, 2016

FROM: Ben White

RE: Contract Award - 500 South Water Line Replacement Project

The City recently opened bids to replace the water line on 500 South from Main Street to our Water Tank at 300 East. This is the final stage of our Water Agreement with Holly Refinery which will result in improved reliability of our water system as a whole and a payment of \$500,000 from the refinery.

Due to the UDOT work on 400 North Street and the Tour of Utah scheduled for August, Bountiful City has mandated that we construct our project during September and October.

The City received bids from ten contractors (see the attached bid schedule). Wolff Excavating submitted the lowest bid. However, they have since requested to not be considered.

The second lowest bidder is MC Green. **Staff recommends that the project be awarded to MC Green for the sum of \$498,328.06.**

500 South Water Line Replacement Project

Bidder	Bid
Wolff Excavating	\$476,007.00
MC Green	\$498,328.06
Silver Spur	\$501,265.00
Vancon	\$542,746.00
Whitaker	\$573,046.00
Associated Brigham Contractors	\$574,318.00
Counterpoint Construction	\$589,910.00
Leon Poulsen	\$697,727.00
Kapp	\$722,697.50
Beck	\$749,510.00
Bid Open 3/17/2016 @ 2:00 pm	

WEST BOUNTIFUL CITY

ORDINANCE #376-16

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT FOR 9.13 ACRES OF REAL PROPERTY (PREVIOUSLY KNOWN AS “PONY HAVEN”) LOCATED WITHIN THE CITY AT APPROXIMATELY 690 WEST 1600 NORTH

WHEREAS, Chapter 17.68 of the West Bountiful Municipal Code (the “*Code*”) authorizes the City Council, in its discretion and as a legislative decision following a recommendation from the Planning Commission, to allow a parcel of property to be developed as a Planned Unit Development (“*PUD*”);

WHEREAS, under appropriate circumstances a PUD may permit greater flexibility and design freedom than permitted under basic zoning regulations to accomplish a well-balanced, aesthetically satisfying city and economically desirable development of building sites within a development;

WHEREAS, as part of PUD approval, the City Council may grant a density bonus based on amenities provided or other reasonable contributions of a project;

WHEREAS, a developer has requested approval of a PUD for approximately 9.13 acres of real property located at approximately 690 West 1600 North in West Bountiful, Utah, as more particularly described in the attached **Exhibit A** (the “*Property*”), in order to develop a subdivision known as The Cottages at Havenwood;

WHEREAS, the developer has requested a density bonus of thirty percent (30%) (the “*Density Bonus*”), or nine (9) lots more than would be allowed if the Property were developed according to traditional subdivision regulations, for a total density on the Property of thirty-nine (39) lots;

WHEREAS, the developer is willing to develop the Property in a manner that will benefit the community at large, including by making a payment to the City in lieu of certain amenities in the amount of \$164,880.00;

WHEREAS, the City and the developer are willing to memorialize terms of the PUD development in a Development Agreement in substantially the form attached as **Exhibit B**;

WHEREAS, following execution of the Development Agreement the subdivision will still be subject to approval in accordance with Titles 16 and 17 of the Code;

WHEREAS, the West Bountiful Planning Commission has recommended approval of the PUD with the Density Bonus;

WHEREAS, after considering the recommendation of the Planning Commission, the City Council concludes that the features of the proposed PUD, taken as a whole, are preferable to

a traditional subdivision approved in accordance with Titles 16 and 17 of the Code. This conclusion is based in part on a showing that the proposed PUD is in accordance with the purpose, spirit and intent of Chapter 17.68 of the Code and is not hazardous, harmful, offensive or otherwise adverse to the environment, property values, the character of the neighborhood, or the health, safety and welfare of the community;

WHEREAS, the City Council concludes that approving a PUD with the Density Bonus on the Property promotes the public health, safety, and welfare, and is in the best interest of the City and its residents and the general community;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST BOUNTIFUL CITY, UTAH, THAT THE PROPERTY MAY BE DEVELOPED AS A PUD WITH THE DENSITY BONUS, SUBJECT TO ALL APPLICABLE LAWS AND ORDINANCES AND IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT ATTACHED AS EXHIBIT B. THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE THE DEVELOPMENT AGREEMENT ON BEHALF OF THE CITY.

This ordinance will become effective upon signing and posting.

Adopted this 19th day of April, 2016.

By:

Kenneth Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

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

EXHIBIT A

Legal Description of the Property

PARCEL 1:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE NORTH 18.79 CHAINS; THENCE WEST 3.885 CHAINS; THENCE SOUTH 18.79 CHAINS; THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE SOUTH 4.80 CHAINS, THENCE WEST 3.885 CHAINS, THENCE NORTH 4.80 CHAINS, THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE WESTERLY 3.29 FEET OF LOT 206, BIRNAM WOODS PHASE 2 WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

EXHIBIT B

Development Agreement

DEVELOPMENT AGREEMENT

The Cottages at Havenwood Subdivision

This DEVELOPMENT AGREEMENT (the “*Agreement*”) is made and entered into effective _____, 2016 (the “*Effective Date*”), by and between CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company (“*Developer*”); and WEST BOUNTIFUL CITY, a Utah municipal corporation (the “*City*”).

RECITALS

A. Developer owns approximately 9.13 acres of real property (previously known as “Pony Haven”) located within the City at approximately 690 West 1600 North, and as more particularly described in the attached **Exhibit A** (the “*Property*”). Developer proposes to subdivide the Property as a Planned Unit Development (“*PUD*”) pursuant to Chapter 17.68 *et seq.* of the West Bountiful Municipal Code, as amended (the “*Code*”), under the name of “*The Cottages at Havenwood*” (the “*Subdivision*”).

B. Developer desires to develop the Property as an active adult community, targeted to a demographic of the population that desires smaller lots and single-level living, maintained by a home owner’s association (the “*HOA*”).

C. If developed as a standard subdivision within the applicable R-1-10 zoning district, the Property would yield a maximum of thirty (30) lots. Under the City’s PUD ordinance, Developer desires a density bonus for the Property of thirty percent (30%) (the “*Density Bonus*”). The Density Bonus would yield an additional nine (9) lots, for a total of thirty-nine (39) lots in the Subdivision, as depicted in the site plan attached as **Exhibit B** (the “*Site Plan*”). After due consideration, the West Bountiful City Council has directed the preparation of this Agreement and an ordinance for approval of a PUD on the Property with the Density Bonus.

D. Following the execution of this Agreement, Developer intends to submit to the City’s Planning Commission and City Council for approval a preliminary plat and final plat (the “*Final Plat*”) for the Subdivision consistent with the Site Plan (**Exhibit B**).

E. The City’s approval of the Final Plat is subject to (1) the execution of this Agreement; (2) the delivery of security acceptable to the City for the satisfactory completion and warranty of all onsite and offsite improvements required for the Subdivision (collectively, the “*Improvements*”); and (3) compliance with the requirements of this Agreement and the City’s zoning ordinances and development regulations, including Titles 16 and 17 of the Code.

F. Developer is willing to complete the Improvements and develop the Subdivision in harmony with the long-range goals and policies of the City’s general plan and in compliance with the Final Plat, the Code and this Agreement. The City is willing by this Agreement to grant Developer certain development rights subject to the requirements of this Agreement, the Code, the City’s subdivision standards and specifications, and all other applicable laws and requirements (collectively, the “*Subdivision Requirements*”).

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

1. DEVELOPMENT OF SUBDIVISION. The approved uses, density, intensity, and configuration of the components of the Subdivision are depicted and described in the Site Plan (**Exhibit B**); the drawings attached as **Exhibits C, D, and E**, (collectively, the “*Drawings*”); and the

Declaration of Covenants, Conditions and Restrictions attached as **Exhibit F** (the “**CC&Rs**”). Developer will develop the Subdivision in conformity with the requirements of the Final Plat, the Drawings, and the CC&Rs.

2. OWNERSHIP OF SUBDIVISION. Prior to recordation of the Final Plat, Developer will provide the City appropriate evidence, including a preliminary title report, of Developer’s ownership of all real property within the Subdivision.

3. COMPLETION OF IMPROVEMENTS. Developer will provide, construct, and install the Improvements in a satisfactory manner in compliance with the Subdivision Requirements. Developer will complete all of the Improvements within 18 months after the date the Final Plat is recorded; provided, that upon written application submitted prior to the expiration of the 18-month period, the City, through its City Council, may extend the time for completing all of the Improvements for up to an additional six months for good cause shown.

4. SPECIFIC STANDARDS FOR IMPROVEMENTS. The Improvements will be constructed and installed in accordance with the following standards:

a. Scope of Improvements. The Improvements include all onsite and offsite improvements, both those intended for public dedication (the “**Public Improvements**”) and otherwise, depicted or described in the Site Plan or the Drawings.

b. Culinary Water. All culinary water main lines within the Subdivision will be constructed and tied to the City’s existing culinary water system in strict compliance with the Code and all other applicable standards and engineering requirements of the City and the Utah State Division of Drinking Water. Before connecting such culinary water lines to the City’s culinary water system, Developer will reimburse the City for its actual cost of installing a lateral from the City’s main line in Pages Lane to the Subdivision, which cost shall not exceed \$7,000.00.

c. Secondary Irrigation Water. All pressurized secondary irrigation water lines within the Subdivision will be constructed and tied to the Weber Basin Water Conservancy District main trunk line in strict compliance with all applicable standards and engineering requirements of the Weber Basin Water Conservancy District.

d. Sanitary Sewer. All sanitary sewer lines within the Subdivision will be constructed and tied to the South Davis Sewer Improvement District’s main sewer trunk lines in strict compliance with all applicable standards and engineering requirements of the South Davis Sewer Improvement District.

e. Storm Drainage. Developer will construct and install an adequate storm drainage collection system, sub-surface collection system and other surface and underground water drainage facilities in accordance with the Drawings, and in strict compliance with the Subdivision Requirements. In particular, Developer will provide rear yard drains and drain lines and a detention basin and pump station in accordance with the Grading and Drainage Plan attached as **Exhibit C** and the Detention Basin and Pump Design attached as **Exhibit D**, as well as the Subdivision Requirements. Developer will obtain a UPDES permit from the State of Utah for storm water pollution prevention. Developer will maintain the permit in place until (1) all disturbed land within the Subdivision is stabilized (meaning paved and concreted, with homes built and landscaping installed, or vegetation re-established); or (2) Developer’s construction is complete in accordance with this Agreement and all lots in the Subdivision have been conveyed to third parties, whichever occurs first.

f. Detention Basin. Developer will provide a 7,000-8,000 square foot detention basin, as depicted in the Site Plan (**Exhibit B**) and in accordance with the Detention Basin and Pump Design

(Exhibit D) and applicable Subdivision Requirements. The HOA will own and maintain the detention basin. The City will own and maintain all related equipment.

g. Amenity Contribution. In lieu of certain amenities, Developer will provide the City a payment of ONE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 DOLLARS (**\$164,880.00**) upon recordation of the Final Plat. Of that amount \$50,000 is identified for storm water enhancements, but may be used for other purposes at the City’s discretion. The City will use the remaining \$114,880 at its discretion for community amenities.

h. Street Improvements. All street, parking, and hardscape improvements, including curb and gutter, sidewalk, street construction, road surfacing, drainage swales, drive approaches in drainage swales, bridges, trails, walking paths, and associated road improvement structures will be constructed and fully improved in strict compliance with the Drawings, the Code, and all other applicable standards and engineering requirements of the City.

i. Landscape Improvements. Developer will provide landscape improvements to the Subdivision, including front- and side-yard landscaping of individual lots, in accordance with the Landscape Plan attached as **Exhibit E**. In particular, Developer will plant one tree in the park strip for each lot and provide fencing as specified in the Landscape Plan, and all side-yard fencing shall be at least 30 feet back from the front line of the improved lots. Perimeter fencing will be installed at the time the remaining Improvements are installed. The HOA will maintain all front- and side-yard landscaping and perimeter fencing.

j. Architectural Standards. All dwellings in the Subdivision will be single-story buildings with a maximum height of thirty (30) feet and a minimum square footage of 1500 square feet of living area (not including the garage). Each dwelling shall use the following types of exterior construction materials: brick, rock, stone, stucco, or hardy cementitious siding. The front, or street-facing façade of each dwelling, shall have at least 50% brick, stone, or rock masonry. Vinyl siding shall not be allowed. All dwellings shall include an attached two-car garage as a minimum. No detached garages will be allowed. A dwelling may be built next to a dwelling with the same plan, but the exterior material colors used on such adjacent dwellings, as well as the garage element design and color, must be different. In addition, garages will conform to renderings submitted as part of Developer’s proposal, as well as those seen by City representatives when they visited other projects by the Developer, so that garages are not the prominent feature of the dwellings to be constructed. All dwellings shall further comply with the provisions of the CC&Rs (**Exhibit F**).

5. COVENANTS, CONDITIONS AND RESTRICTIONS. Developer will record covenants, conditions and restrictions against the Property in substantially the same form as the CC&Rs attached as **Exhibit F**. No amendment to the CC&Rs or termination of the CC&Rs may be made without the City’s prior written approval. The City will be an intended third-party beneficiary of the CC&Rs for purposes of enforcing architectural standards required under the CC&Rs.

6. CONSTRUCTION.

a. Construction Period. Developer will:

- (1) Develop the Subdivision in accordance with accepted development procedures;
- (2) Take all precautions reasonably necessary to prevent injury to persons or property during the construction period;
- (3) Take reasonable steps to contain and abate dust resulting from construction activities;

(4) Provide such road surface, including road base and gravel, during construction as will render the streets and parking areas within the Subdivision reasonably accessible and conducive to travel by trucks and heavy equipment;

(5) Take all necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the properties and public streets adjoining the Subdivision;

(6) Be responsible for all expenses incurred by the City or others in cleaning such properties or public streets of any undue amount of dirt or debris deposited as a result of construction activities within the Subdivision;

(7) Prevent and abate weeds on property within the Subdivision in accordance with the Code for as long as Developer owns such property; and

(8) Avoid damaging streets, curbs, sidewalks, and other improvements within or adjacent to the Subdivision during development and construction; and repairing any such damage at Developer's own expense.

b. Unforeseen Circumstances. The City has provided certain drawings and other information to Developer with respect to the location of existing water lines, storm drain lines, and other subsurface infrastructure within the Subdivision or necessary for the development of the Subdivision. The City does not warrant the precise locations of such subsurface infrastructure. Any unforeseen circumstances relative to the Improvements arising during construction, including subsurface infrastructure and soil conditions, will be the sole responsibility of Developer.

c. Diligent Prosecution of Work. Developer will diligently prosecute the work of constructing and installing the Improvements to completion. All Improvements will be constructed and installed in a workmanlike manner in compliance with applicable laws and industry standards. All Improvements will be of a high quality, and will be consistent with the provisions of this Agreement.

d. Building Permit Prerequisites. The City will authorize the construction of any building within the Subdivision only after the following requirements have been satisfied:

(1) **Fire Protection.** The building will be located on a lot that lies within 500 feet of a fire hydrant that is fully charged with water and under sufficient pressure to provide adequate fire protection.

(2) **Street and Parking Surfaces.** The building will be located on a lot served by a street surface and parking areas improved to the extent necessary to be passable for fire fighting and other emergency equipment and apparatus. The street surface must be constructed the full width of the final street design, including curb and gutter. All street and parking surfaces must be constructed, at a minimum, with either an asphalt surface course or compacted gravel road base placed to the final finish elevation of the asphalt surface (additional thickness may be required if building construction is to begin during any month from October through March).

(3) **Sewer Connection.** The City has received an acceptance letter from South Davis Sewer District approving connection to the sanitary sewer system.

(4) **As-built Drawings.** Acceptable record/as-built drawings have been submitted to the City for review and acceptance.

e. Stop Work Order. In the event the City determines Developer is in violation of any material provision of this Agreement, including the foregoing standards for Improvements, and sufficient cause exists to stop the work, then, upon five (5) days' written notice to Developer, the City may shut down all work on the Subdivision and prevent further construction or building activity until Developer remedies the violation and is once again in full compliance with the provisions of this Agreement. Any such stop work order will be without prejudice to any other right or remedy of the City.

7. DEDICATION OF PUBLIC IMPROVEMENTS. Upon the satisfactory completion and final inspection of the Improvements, Developer will dedicate to the City all Public Improvements, including the culinary water system, storm drain lines (except for the rear yard drain lines), pump station, streets, sidewalk, curb and gutter. The owner of each lot in the Subdivision will own and maintain the rear yard drain and that portion of the rear yard drain lines within the lot's boundaries. The HOA will own and maintain the detention basin. Developer will continue to repair and replace the Public Improvements as necessary during the Warranty Period, as provided below.

8. WARRANTY OF IMPROVEMENTS. Developer warrants that the Improvements and any improvements restored by Developer will comply with the Subdivision Requirements and will remain in good condition, free from all defects in workmanship or materials during the Warranty Period (as defined below), without charge or cost to the City. For purposes of this Agreement, "**Warranty Period**" means the one-year period beginning on the date the City provides Developer written acceptance of the completed Improvements in accordance with Section 16.16.030.N of the Code.

9. SECURITY FOR DEVELOPER'S OBLIGATIONS. To secure the satisfactory completion of the Improvements and Developer's warranty obligations under the Code and this Agreement, Developer and the City will enter into a bond agreement or agreements in a form acceptable to the City (collectively, the "**Bond Agreement**"). Under the Bond Agreement, the City or a federally insured bank will hold in a separate escrow account (the "**Escrow Account**") an amount of money specified in the Bond Agreement (the "**Proceeds**"), subject to authorized disbursements, pending expiration of the Warranty Period. The Proceeds represent 120 percent of the estimated cost of the Improvements, as itemized in the Bond Agreement, which includes ten percent available as a holdback to ensure satisfactory completion of warranty items, as provided in the Code. Developer will assign to the City all of its right, title, and interest in and to the principal amount of the Escrow Account as an independent guaranty for the satisfactory completion of the Improvements, and the City will be entitled to immediate access to the Proceeds, as provided in the Bond Agreement. Developer will remain fully liable to complete and warrant the Improvements and surface of the Subdivision property even if the Proceeds are inadequate to fully cover the cost to install, repair, or replace them.

10. FEES AND CHARGES. Developer will pay all fees and charges required by the Code, including plat fees, storm drain impact fees, public improvement inspection fees, and water rights fees (if Developer does not dedicate water rights to the City), before the Final Plat is recorded; and all lot-specific required fees and charges, including building permit fees, before any building permit is issued.

11. DEFAULT. Developer will be in default under this Agreement if any of the following occurs:

a. Abandonment. Developer abandons the Subdivision, as determined by the City in its sole discretion.

b. Failure to Perform.

(1) Failure to Complete Improvements. Developer fails to complete the Improvements according to the Subdivision Requirements within the time specified in this Agreement.

(2) Failure during Warranty Period. The City finds any of the Improvements to be substandard or defective during the Warranty Period and, after ten (10) business days' written notice of such failure, Developer has not repaired or replaced the substandard or defective Improvements at Developer's own expense; or, if the failure is not capable of being cured within such time, Developer has not commenced to cure the failure within such time and diligently completed the cure at its own expense within a reasonable time thereafter, as determined by the City in its sole discretion.

(3) Emergency Situation. The City determines, in its sole discretion, that an emergency situation exists relative to the Improvements and, after verbal notice followed by written notice within three (3) days, Developer has not remedied the emergency situation within a reasonable time, as determined by the City in its sole discretion.

(4) Other Failure. Developer otherwise substantially fails to perform its obligations under this Agreement and, after ten (10) business days' written notice from the City of such failure, Developer has not cured the failure; or, if the failure is not capable of being cured within such time, has not commenced to cure the failure within such time and diligently completed the cure within a reasonable time thereafter, as determined by the City in its sole discretion.

c. Insolvency. Developer becomes insolvent, a receiver is appointed for Developer, or a voluntary or involuntary petition in bankruptcy pertaining to Developer is filed at any time before Developer's obligations under this Agreement have been satisfied.

d. Foreclosure. Foreclosure proceedings are commenced against any property owned by Developer within the Subdivision or such property is conveyed in lieu of foreclosure before Developer's obligations under this Agreement have been satisfied.

12. REMEDIES. In the event of Developer's default under this Agreement, the City will be entitled to pursue any remedies allowed under this Agreement, at law, or in equity, including the following:

a. Disbursement of Proceeds. The City will be entitled to withdraw some or all of the Proceeds from the Escrow Account upon written request, in accordance with the Bond Agreement. The City will utilize the withdrawn Proceeds for the purpose of satisfactorily completing, repairing, or replacing the Improvements. In the event the City receives Proceeds in excess of those required to complete, repair, or replace the Improvements, the City will pay the excess Proceeds plus interest to Developer upon final approval of the Improvements at the end of the Warranty Period.

b. Completion of Improvements by the City. The City may elect to complete, repair, or replace the Improvements, as it deems necessary. Developer hereby grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the Subdivision property for the purpose of completing or remedying the Improvements in the event of Developer's default. All costs the City incurs in completing or remedying the Improvements, including attorney fees, administrative fees, and court costs, whether incurred in litigation or otherwise, will be included in the cost of the Improvements. The amount of such costs will be deducted from the Proceeds available for disbursement to Developer upon final approval of the Improvements at the end of the Warranty Period.

c. Deficiency. Upon written notice, Developer will compensate the City for all costs the City incurs as a result of Developer's failure to perform its obligations under this Agreement to the extent such costs are not covered by the Proceeds. Such costs include all costs described in Section 12.f.

d. Suspension of Building Permits. The City may suspend the issuance of new building permits within the Subdivision until: (1) the Improvements are satisfactorily completed, repaired, or replaced; (2) a substitute bond agreement has been executed and delivered to the City, and the City Council agrees to accept the substitute bond agreement; or (3) other arrangements acceptable to the City Council have been made to insure the satisfactory completion, repair, or replacement of the Improvements.

e. Specific Enforcement. The City may specifically enforce Developer's obligations under this Agreement, including the obligation to install, pay for, and warrant the Improvements.

f. Costs and Attorney Fees. The City may recover from Developer all costs necessary to complete, repair, or replace the Improvements or enforce this Agreement, including all administrative costs; inspection fees; permit fees; and reasonable attorney, engineering, consultant, and expert witness fees, whether incurred in litigation or otherwise.

The City's remedies under this Agreement, at law, and in equity are cumulative.

13. INDEMNIFICATION.

a. Generally. To the fullest extent permitted by law, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability, claims, demands, suits or causes of action arising out of or otherwise resulting from the Improvements until such time as the Improvements have been finally completed, whether by Developer or by the City, and the Improvements have been approved and accepted by the City at the expiration of the Warranty Period, except to the extent of any gross negligence or intentional misconduct attributable to the City.

b. For Insufficient Proceeds. In the event the City elects to complete the Improvements or remedy substandard or defective Improvements, Developer will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability in excess of the Proceeds for the payment of any labor or material liens which may result from the work of any contractor (including subcontractors and materialmen of any such contractor) hired by the City or which may arise due to insufficient Proceeds.

c. Defense of Claims. With respect to Developer's agreement to defend the City, the City will have the option of either providing for its own defense, or requiring Developer to undertake the defense of the City, either of which will be at Developer's sole cost and expense.

14. INSURANCE. Developer will maintain during the development of the Subdivision and the Warranty Period insurance in types and amounts reasonably acceptable to the City, covering liability, damage, loss, or injury to any person or property, including damage to Developer or its property, as a result of the work of any contractor or other agent of Developer in the development of the Subdivision, including the installation or construction of the Improvements or the completion or repair of the Improvements by the City. Developer's indemnity obligations under this Agreement shall include any liability that exceeds the insurance policy limits. Developer will provide at least annually proof of the insurance required under this Agreement. If Developer fails to maintain insurance as required, the City, at its option, may obtain such insurance and collect from Developer the cost of insurance premiums as part of the City's recoverable costs, as described in Section 12.f. The City may suspend the issuance of any building permits until such insurance is in place.

15. DEVELOPER'S INDEPENDENT OBLIGATIONS. Developer's obligations to complete and warrant the Improvements and fulfill its other obligations under this Agreement and the other

Subdivision Requirements: (a) are independent of any obligation or responsibility of the City, express or implied; (b) are not conditioned upon the commencement of actual construction work in the Subdivision or upon the sale of any lots or part of the Subdivision; and (c) are independent of any other remedy available to the City to secure completion of the Improvements. Developer may not assert as a defense that the City has remedies against other entities or has other remedies in equity or at law that would otherwise relieve Developer of its duty to perform, or preclude the City from requiring Developer's performance under this Agreement.

16. CONNECTION TO CITY SYSTEMS. The City will permit Developer to connect the Improvements to the City's water and storm drain systems upon Developer's performance of its obligations under this Agreement and compliance with the Subdivision Requirements, including payment of all connection, review, and inspection fees.

17. INSPECTION AND PAYMENT.

a. Inspection of Improvements. Notwithstanding any provision of this Agreement to the contrary, the Improvements, their installation, and all other work performed by Developer or its agents under this Agreement may be inspected at such times as the City may reasonably require; in particular, an inspection will be required before any trench containing Improvements is closed. Developer will pay any required connection fees, impact fees, and inspection fees required by City ordinance or resolution prior to such inspection.

b. Right to Enter Subdivision. Developer grants to the City, its officers, employees, agents and contractors, the unrestricted right to enter upon the property within the Subdivision for the purpose of inspecting, completing, repairing, or replacing the Improvements and taking any other necessary remedial action, both before and during the Warranty Period and for ninety (90) days thereafter.

c. Payment to Third Parties. Developer will timely pay all third parties for labor and materials provided for the Improvements. Developer will promptly remove all liens for labor and materials from the Subdivision property, and will indemnify, defend, and hold harmless the City and its officers, employees, agents, consultants and contractors, from and against all liability for such liens. The disbursement of Proceeds under the Bond Agreement will be conditioned on the waiver or satisfaction of all such liens.

18. MISCELLANEOUS PROVISIONS.

a. Covenants Run with the Land. Developer will not assign any rights or delegate any obligations under this Agreement without the City's prior written consent, which the City may withhold in its sole discretion. Subject to the foregoing, the covenants contained in this Agreement will be construed as covenants that touch and concern real property and will run with the land. Such covenants will be binding upon the successors, permitted assigns, agents, and legal representatives of Developer in the ownership or development of any portion of the Subdivision. The City may record this Agreement or a memorandum of this Agreement.

b. Expiration. This Agreement will expire without further notice to either party if Developer does not record the Final Plat within twelve (12) months after the Effective Date; provided, that upon written application submitted prior to the expiration of the 12-month period, the City, through its City Council, may extend the time for recording the Final Plat for up to an additional six months for good cause shown.

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

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

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

f. No Third-Party Beneficiaries. This Agreement is made for the exclusive benefit of the parties and their respective heirs, successors, and assigns. No other person or entity, including lot purchasers, contractors, subcontractors, laborers, and suppliers, will have any interest under this Agreement or be classified as a third-party beneficiary. The City will not be liable to any claimant, in any way, for any obligation of Developer under this Agreement or otherwise.

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

h. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH, OR THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, AS THE SOLE FORUM FOR ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

i. No Partnership. The transactions contemplated under this Agreement are Developer's installation and warranty of the Improvements, and do not constitute a partnership, joint venture or other association between the parties.

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

TO DEVELOPER: Capital Reef Management, LLC
 893 Marshall Way, Suite A
 Layton, Utah 84041

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

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

k. Warranty of Authority. The persons signing this Agreement on behalf of the parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective parties, which have agreed to be and are bound hereby.

l. Exhibits. All exhibits to this Agreement, as described in the attached exhibit list, are incorporated in this Agreement by reference.

m. Joint and Several Liability. If Developer consists of more than one person or entity, the obligations of Developer under this Agreement are joint and several.

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

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

DEVELOPER:

CAPITAL REEF MANAGEMENT, LLC

Brad Frost, Manager

THE CITY:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

ATTEST:

Cathy Brightwell, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2016, appeared before me **Brad Frost**, who, being duly sworn, did acknowledge that he is the **Manager** of **Capital Reef Management, LLC**, the Developer of **The Cottages at Havenwood** named in the foregoing Agreement, and that he signed the Agreement as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the _____ day of _____, 2016, appeared before me **Kenneth Romney** and **Cathy Brightwell**, personally known to me or proved to me on the basis of satisfactory evidence to be the Mayor and City Recorder, respectively, of West Bountiful City, who duly acknowledged that the foregoing instrument was signed on behalf of the City by authority of a duly adopted resolution of its City Council, and that the City executed the same.

NOTARY PUBLIC

EXHIBIT LIST

- Exhibit A** Legal Description of Property
- Exhibit B** Site Plan
- Exhibit C** Grading and Drainage Plan
- Exhibit D** Detention Basin and Pump Design
- Exhibit E** Landscape Plan
- Exhibit F** Covenants, Conditions and Restrictions

When recorded mail to:

Craig Jacobsen, Esq.
893 North Marshall Way, Suite A
Layton, Utah 84041

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

For The Cottages at Havenwood,
a PUD Subdivision and Adult Community
West Bountiful, Davis County, Utah

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Cottages at Havenwood, a PUD subdivision and adult community (the "Declaration") is made and executed on this ___ day of _____, 2016, by Capital Reef Management, LLC, a Utah limited liability company (hereinafter "Declarant").

RECITALS:

A. This Declaration will take effect on the date recorded at the office of the Davis County Recorder (the "Effective Date").

B. Declarant is the owner of certain real property located at approximately 690 West 1600 North, West Bountiful, in Davis County, Utah and more particularly described as follows (the "Property"):

PARCEL 1:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE NORTH 18.79 CHAINS; THENCE WEST 3.885 CHAINS; THENCE SOUTH 18.79 CHAINS; THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 26.11 CHAINS WEST FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UNITED STATES SURVEY, AND RUNNING THENCE SOUTH 4.80 CHAINS, THENCE WEST 3.885 CHAINS, THENCE NORTH 4.80 CHAINS, THENCE EAST 3.885 CHAINS TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF THE WESTERLY 3.29 FEET OF LOT 206, BIRNAM WOODS PHASE
2 WEST BOUNTIFUL CITY, DAVIS COUNTY, UTAH

The project is intended primarily to be operated as housing for persons, 55 years of age or older, pursuant to the Fair Housing Act and Housing for Older Persons Act of 1995, with over 80% of the Lots being occupied by at least one person 55 years of age or older. The Board must approve all new owners so as to ensure compliance with the above-stated ratio with respect to the desired age restrictions, which approval requires that the new Owner or occupant certify that at least one person occupying the lot is 55 years of age or older. Absent express approval of the Board, no persons under the age of 18 are permitted to visit for a period longer than one month. Nevertheless, the Board reserves the right to make, in its sole discretion, limited exceptions to the one month limit for extenuating circumstances.

C. Declarant desires to subject the Property to the terms of this Declaration. Declarant intends to develop a residential subdivision on the Property pursuant to the Community Association Act, Utah Code Sections 57-8a-101, *et seq.* Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Lots within the Subdivision. The Common Areas are those areas so depicted in the recorded Plat(s), as amended, and as described in this Declaration.

D. Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity which possesses the powers to maintain and administer the Common Areas and collect and disburse the assessments and charges provided for in this Declaration and otherwise administer and enforce the provisions of this Declaration. For such purposes, contemporaneously with the recording of this Declaration, Declarant will register with the Utah Department of Commerce The Cottages at Havenwood Homeowners Association, Inc. (the "Association").

E. The Association is governed by the terms of this Declaration, the Articles of Incorporation for The Cottages at Havenwood Homeowner's Association, Inc., and the Bylaws for The Cottages at Havenwood Homeowner's Association, Inc., which are attached hereto as Exhibit "A" and shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration.

F. Declarant declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and

equitable servitudes set forth herein shall run with each Lot located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, and its successors in interest; and may be enforced by any Owner and its successors in interest and by the Association.

G. Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this Declaration: (1) installation and completion of the Subdivision Improvements, (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; and (4) assignment of Declarant's rights under this Declaration in whole or part. This Declaration shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant, the Association, or by any Owner of a Lot within the subdivision on the Property.

COVENANTS, CONDITIONS AND RESTRICTIONS

DEFINITIONS

Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) "Act" means the Community Association Act, Utah Code Ann. Sections 57-8a-101 *et seq.*

(B) "Architectural Review Board" or "ARB" shall mean the architectural review board created by this Declaration, the Bylaws, and/or Articles of Incorporation.

(C) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

(E) "Association" shall mean THE COTTAGES AT HAVENWOOD HOMEOWNERS ASSOCIATION, INC. and as the context requires, the officers and directors of that Association.

(F) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of THE COTAGES AT HAVENWOOD HOMEOWNERS ASSOCIATION, INC.

(G) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit "A."

(H) "City" shall mean West Bountiful City, Utah and its appropriate departments, officials and boards.

(I) "County" shall mean Davis County, Utah and its appropriate departments, officials and boards.

(J) "Common Areas" shall mean all property, including the Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of the Detention Basin(s), as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all of the easements appurtenant thereto. The Association shall maintain the Common Areas.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) providing facilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the Assessments, charges, fines, penalties and liens imposed pursuant hereto; (E) operating the Association; and (F) creating reserves for any such costs, expenses and liability as required by this Declaration or other applicable laws and ordinances.

(L) "Declarant" shall mean and refer to Capital Reef Management, LLC, a Utah limited liability company, and to its successors or assigns.

(M) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Cottages at Havenwood, a PUD Subdivision and Adult Community, together with any subsequent amendments or additions.

(N) "Dwelling" shall mean the single family residence built or to be built on any Lots, including the attached garage.

(O) "Family" shall mean one household of persons related to each other by blood, adoption or marriage consisting of not more than three persons in a two-bedroom dwelling and not more than four persons in a three-bedroom dwelling.

(P) "Governing Documents" shall mean this Declaration, Bylaws, Articles,

Rules and any other documents or agreements binding upon an Owner.

(Q) “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, walkways, retaining walls, driveways, fences, landscaping, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(R) “Lot” shall mean any numbered building Lot shown on any official and recorded Plat(s) of all or a portion of the Subdivision.

(S) “Manager” shall mean any entity or person engaged by the Board of Directors to manage the Project.

(T) “Member” shall mean and refer to every person who holds membership in the Association, including an Owner and the Declarant as set forth herein.

(U) “Plat(s)” shall mean an official and recorded plat of The Cottages at Havenwood, a PUD Subdivision and Adult Community, when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(V) “Property” shall have the meaning set forth in the recitals.

(W) “Rules” mean any instrument adopted by the Board to govern the Association.

(X) “Subdivision” shall mean all phases of The Cottages at Havenwood, a PUD Subdivision and Adult Community and all Lots, and other property within the Subdivision as shown on the Plat(s) covering the Property.

(Y) “Subdivision Improvements” shall mean all subdivision improvements to be installed outside the boundaries of Lots or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Lots, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

ARTICLE I

EASEMENTS

1.1 Easement Concerning Common Areas. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise

alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, or other person who resides on such Owner's Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access and utility easements for use in common with others.

1.2 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to govern by Rules the use of the Common Areas for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;
- (b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.
- (c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service; and
- (d) The right of the Association to dedicate or transfer any part of the Common Areas to any third party for such purposes and subject to such conditions as may be agreed to by unanimous vote of the Board, subject to West Bountiful City's written consent.

1.3 Reservation of Access and Utility Easements. Declarant hereby reserves an easement for access, and utilities (including but not limited to electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be

exercised in such manner so as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. Each Owner in accepting the deed to a Lot expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way.

1.4 Easements for Encroachments. If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Lot or if any structure constructed by Declarant on any Lot now or hereafter encroaches upon any other Lot or upon any portion of the Common Area, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon any other Lot or upon any portion of the Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

1.5 Easements for Construction and Development Activities. Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonably incident to or necessary for (a) the construction of dwellings on Lots; (b) to maintain sales offices, management offices and models through the Project; (c) to maintain one or more advertising signs on the Common Area, and construction, installation and maintenance thereon of roadways, walkways, buildings, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners; and (d) construction, installation and maintenance on lands within, adjacent to, or serving the Property of roadways, walkways and other facilities, planned for dedication to appropriate governmental authorities.

1.6 Easement in Favor of Association. The Lots, Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Lots, Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Areas;
- (c) For correction of emergency conditions on one or more Lots or on

portions of the Common Areas;

- (d) For the purpose of enabling the Association, the Architectural Review Board or any other committees appointed by the Association or Board to exercise and discharge during reasonable hours their respective rights, powers and duties; and
- (e) For inspection during reasonable hours of the Lots, Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

ARTICLE II

COMMON AREAS

2.1 The Common Areas shall be and are hereby conveyed to the Association, a Utah non-profit corporation, subject to this Declaration and subject to appropriate access by governmental authorities, including all law enforcement and fire protection authorities.

2.2 The Common Areas consist of areas designated on the recorded Plat(s), including the Detention Basin(s) designated on the recorded Plat(s), including any structures related to the operation or maintenance of the Detention Basin(s), together with any rights or way and utilities, as shown on the recorded Plat(s).

2.3 Notwithstanding anything contained in this Declaration to the contrary, all Common Areas appurtenant to each recorded Plat of the Subdivision shall be conveyed to the Association upon recordation of a Plat depicting such Common Areas, reserving a perpetual, nonexclusive easement for ingress and egress and development access across, under, over and upon such roads, rights of way and utilities located on the Property to and from any real property both (i) owned by the Declarant and (ii) located adjacent to or in the same area of the Property. Said easement being reserved to the Declarant, its successors and assigns, is intended hereby to run with the land in perpetuity to burden the Property for the benefit of Declarant's real property located near or adjacent to the Property, subject to the payment of a prorata share of the costs of maintenance thereof. The Association shall maintain the Common Areas.

ARTICLE III

OWNERS

3.1 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is

sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee Owner) will be considered the Owner. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner.

ARTICLE IV

MEMBERSHIP

4.1 One (1) membership in the Association shall be granted per Lot. No Owner, whether one (1) or more Persons, shall have more than one (1) membership in the Association per Lot owned. In the event the Owner of a Lot is more than one (1) Person, voting rights and rights of use and enjoyment shall be exercised as provided by this Declaration and as agreed amongst such interest holders. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the Bylaws. Notwithstanding the foregoing, the Declarant, as owner of the Undeveloped Land, shall also be granted voting rights as a Class "B" Member, as defined below.

ARTICLE V

VOTING

5.1 The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

- (A) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Class "A" membership shall be entitled to one (1) equal vote for each Lot in which they are an Owner. There shall be only one (1) vote per Lot. In any situation where an Owner is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Board, in writing, prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.
- (B) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive ten (10) votes for each recorded Lot owned by Declarant. The

Class "B" membership shall also be entitled to appoint the members of the Board of Directors during the Class "B" Control Period.

ARTICLE VI

CONTROL PERIOD

6.1 The Class "B" Member Control Period runs until the first of either (1) When the total number of votes for the Class B Member is less than the total number of votes for the Class A Members; or (2) When, at its discretion, the Class B member so determines.

ARTICLE VII

HOMEOWNERS ASSOCIATION

7.1 The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners of Lots within the Project, and is established to perform the following functions and exercise the following rights and powers for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Lot, and is transferable only in conjunction with the transfer of the title to the Lot. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have the power to enforce these covenants by actions in law or equity brought in the name of the Association, and the power to retain professional services needed for the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record and/or foreclose liens against an Owner's Lot; (2) initiate legal or similar proceedings; (3) impose fines; (4) terminate an Owner's right to utilize Common Area and/or amenities; and (5) any other action or remedy allowed by the Governing Documents or Utah law. The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. However, this shall not limit the individual right of Owner(s) personally to enforce these covenants in their own name. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances or other matters of general application and interest to the Owners. Owners may appear individually. The Association shall have the authority to compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Lot, an Owner or Owners to enforce the Governing Documents, and the Association prevails in a court of law, then the Association shall have the right to assess the costs of such litigation against the lot(s) or Owner(s) in question. The Board of Directors shall be afforded discretion to utilize its

reasonable judgment to determine whether and how to impose fines, record liens, pursue legal action, otherwise enforce the Governing Documents and when/how to settle/compromise claims/disputes.

7.3 Maintenance of Yard, Common Areas by the Association. The Association shall

(1) maintain the front yard areas (excluding driveways) and the side yard areas adjacent to dedicated streets in the Subdivision and (2) maintain and operate the Detention Basin(s), including any structures related to the operation or maintenance of the Detention Basin(s), and any other Common Areas shown on the Plat or acquired by the Association. The Association shall have the authority to assess its members for the costs of said maintenance and for restoring any damage to any such property owned by the Association.

- (A) Snow Removal. The maintenance performed by the Association shall include the removal of snow from all sidewalks and driveways within the Subdivision and any other Common Area requiring snow removal. The costs for said snow removal shall be a common expense and borne by all Lot Owners.

7.4 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Lot as necessary to carry out these functions. An equal assessment shall be levied against all Lots, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

- (A) All such amounts shall be, constitute and remain: (1) a charge and continuing lien upon the Lot with respect to which such assessment is made until fully paid; and (2) the personal, joint and several obligations of the Owner(s) of such Lot when the assessment becomes due. No Owners may exempt themselves or their Lot from liability for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.
- (B) The Association may levy special assessments for the purpose of defraying, in whole or in part any expense or expenses not

reasonably capable of being fully paid with funds generated by other assessments. No special assessment will be levied without approval of a majority of a quorum of the Owners at a special meeting called for that purpose or upon the written consent of a majority of Owners.

- (C) In addition, the Association may levy a special assessment (1) on every Lot, the Owner or occupant of which causes any damage to the Common Areas necessitating repairs, and (2) on every Lot as to which the Association shall incur any expense for maintenance or repair work performed, or enforcement action taken under the provisions of the Governing Documents. The aggregate amount of any such special assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Lots(s) according to the cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work.
- (D) The Association may levy a reserve fund assessment, as set forth in this article.
- (E) The Association may levy other assessments or fees, as authorized by the Governing Documents.

7.5 Budget. The Board of Directors is authorized and required to adopt a budget for each fiscal year, no later than 30 days prior to the beginning of the fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting. The Board shall provide a copy of the approved budget to all Owners within 30 days after the adoption of the budget or adoption of a revised budget. The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously anticipated. The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories. Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments. The Association shall not borrow money without the approval of at least 67% of a quorum of Owners who attend a meeting to vote on the issue or 67% of all Owners if the vote is completed by written ballot provided to all Owners.

7.6 Reserve Fund Analysis. Following the Class B Control Period, the Board of Directors shall cause a reserve analysis to be conducted no less frequently than

every five (5) years to analyze the cost of repairing, replacing or restoring Common Area that has a useful life of three years or more and a remaining useful life of less than 30 years. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (A) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.7 Reserve Fund Account Creation. Based on the results of the reserve analysis, the Board shall create a reserve fund account that is separate and distinct from the Association's general account, into which the Board shall cause to be deposited those Common Area assessments collected from Owners. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners, which assessment shall be collected on the same terms and conditions as other common expenses, in an amount sufficient to fund the reserve fund according to the findings of the reserve analysis.

7.8 Transfer Fee. The Board shall have power to levy a one-time transfer fee when a change in ownership of a Lot occurs in an amount to be determined by the Board, but no more than a maximum fee of \$450.00

7.9 Date of Commencement of Assessments on Improved Lots. The assessments provided for herein shall commence as to each fully improved Lot (having received a certificate of occupancy) on the first day of the first month following: (i) the date of conveyance of the Lot to the Owner; or (ii) the effective date of the first budget, whichever is later. Assessments shall be due and payable in a manner and on a schedule as the Board may provide.

7.10 Assessments on Unimproved Lots. Until a Lot has been fully improved with a completed Dwelling and occupied for the first time for residential purposes, the periodic assessment applicable to such Lot shall be five percent (5%) of the periodic assessment which would otherwise apply to such Lot.

7.11 Fines. The Association shall have the power to assess a fine against an Owner (or a Lot) for a violation of the terms and conditions of the Governing Documents in accordance with the requirements of the Act.

7.12 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner or Lot.

7.13 Association Rules. The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other things, (a) the use of the Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; (e) other matters concerning the use and enjoyment of the Property and the conduct of residents; and additional architectural guidelines, as deemed necessary by the Board. Any rules promulgated by the Board may not contradict the Governing Documents. All rules adopted by the Board shall be provided to all Owners within thirty (30) days of their adoption.

7.14 Statement of Account. Any Owner may request the Association to provide a statement of his account to any lender or prospective buyer of that Lot showing the assessments to be paid in full, or the amount of any past due assessments. The Buyer or Lender for whom such statement was prepared will be entitled to rely on its accuracy, and will not be held liable for any amounts now shown on the statement. The Association may charge a fee, not to exceed \$50.00 for providing such statements.

7.15 Availability of Documents. The Board may adopt a record retention or other document management policy.

7.16 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under this Declaration.

7.17 Election. The elections for members of the Board of Directors, or any other matter which is presented to the Association, each Owner, including the Declarant, shall be entitled to cast one vote for each Lot he or she owns. In the case of a Lot with multiple Owners, the Owners will agree among themselves how the vote applicable to that Lot will be cast, and if no agreement can be reached, no vote will be received from that Lot. Any of the multiple Owners appearing at the meeting in person or by proxy is deemed to be acting with proper authority for all the other Owners of that Lot unless the other Owners are also present or have filed written objections to that Owner's representation of the other Owners of the Lot in question.

7.18 Notice of Election, Notice of Meeting. Notice of any meeting for the election of members to the Board of Directors or for any other purpose shall be sent to

the Owners at their last known address provided to the Board or Declarant. If an Owner has failed to provide such information, there shall be no obligation on the part of the Board or the Declarant to search for a contact address. Notice will be mailed not less than 21 days, nor more than 60 days in advance of the meeting. Any notice will state the purpose of the meeting, and the time, date and place of the meeting. At any such meeting, a quorum will exist if 51% of the voting rights are present. Those present at the meeting may vote to continue the meeting to any date within 30 days. Notice of the continued meeting will be given by mail, and at the subsequent continued meeting, a quorum will consist of those members present. The Chairman of the Board will give notice of any meetings, and will chair meetings of the Owners.

7.19 Special Meeting. When circumstances warrant, a special meeting of the Owners may be called by the Board of Directors or by 10% of the Lot owners in the Subdivision. No business may be conducted at a special meeting without a full quorum of the 51% voting rights of the Lots being present in person or by written proxy.

7.20 Number of Board, Officers, Term of Office. Unless otherwise provided in the By-Laws of the Association, there shall be three members of the Board of Directors, who will serve for terms of three years, or until their successors have been elected. At such time as the first Board of Directors is named, which may be by appointment by the Declarant or by election from among the Members, the Directors will draw lots to divide themselves into terms of one, two and three years. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association. The Declarant may appoint not only the first Board of Directors, but also the officers, who shall be Board members and shall consist of a President, Vice-President and Secretary/Treasurer. Once appointed or elected, that officer shall serve in that capacity for the duration of his/her term as a Director.

7.21 Independent Accountant. The Association may retain the services of an independent accountant to assist the Board of Directors and Officers to maintain accurate financial records of the Association.

7.22 Professional Management. The Board or Declarant may also retain the services of a professional property manager to assist in any and all aspects of management that otherwise would be performed by the Board or Declarant.

ARTICLE VIII

NON-PAYMENT OF ASSESSMENTS AND REMEDIES

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges and Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the tenth of each month. The Board may charge a late fee in an amount set by the Board, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges related to collection.

8.3 Lien. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

8.4 Foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner, the respective Lot, and/or other obligees jointly and severally.

8.6 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents.

8.7 Appointment of Trustee. The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a- 4022 to Craig T. Jacobsen, Esq., a licensed member of the Utah State Bar, or his duly qualified designee, with power of sale, any Lot and all improvements thereon for the purpose of securing payment of

Assessments under the terms of this Declaration..

ARTICLE IX

SUBORDINATION OF THE LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of an institutional first or second Mortgage, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise of such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding an institutional first or second Mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X

USE RESTRICTIONS AND MAINTENANCE OBLIGATIONS

10.1 Single Family. All Lots shall be used only for single-family residential purposes, and no more than one Dwelling shall be constructed on any Lot. “Single Family” shall mean one household of persons related to each other by blood, adoption or marriage consisting of not more than three persons in a two bedroom Dwelling and not more than four persons in a three bedroom Dwelling.

10.2 Zoning Regulations/ Ordinances. The lawfully enacted zoning regulations and ordinances of the City and/or County, and any building, fire, and health codes are in full force and effect in the Project. No Lot may be occupied in a manner that is in violation of any applicable statute, law or ordinance.

10.3 Licensed Contractor. Unless the Architectural Review Board gives a

written waiver of approval to an Owner, no Improvement may be constructed, remodeled or altered on any Lot except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.4 No Mining Uses. The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

10.5 No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant, or other builders, from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100 % of the Lots are sold in the Subdivision, whichever occurs later, or (b) the use by any Owner of his/her Lot for a home occupation pursuant to City or County ordinance. Businesses, professions or trades may not require heavy equipment or create a nuisance within the Project, and may not noticeably increase the traffic flow to the Project.

10.6 Livestock, Poultry and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's control; provided further that no more than two such household pets shall be kept on any Lot. "Control," for the above purposes shall mean that the animal is kept on a leash or lead, within a vehicle, within the residence of the Owner, or within fenced confines on the premises of the Owner. Fierce, dangerous or vicious animals or animals that cause a nuisance by barking or other offensive activity shall not be permitted. The Board of Directors is empowered to order the removal of any animal that is deemed to be dangerous or vicious, and may levy a recurring penalty upon an Owner who does not comply with such order.

10.7 No Hazardous Activity. No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

10.8 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Lot, including the creation or loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Lots.

10.9 Automobiles and Other Vehicles. No automobiles, trailers, boats, R.V.'s,

or other vehicles are to be parked or stored on the front street, side street, driveway, or anywhere else on the Lot. With the exception of a single car that may remain in the driveway, any other vehicle must be stored within the garage on the Lot.

10.10 No Unsightliness. No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or construction equipment; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; lawn or garden furniture except during the season of use; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street.

10.11 No Annoying Lights. Any outdoor lighting shall be subject to approval by the Architectural Committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

10.12 No Annoying Sounds. No speakers, windbells, windchimes, or other noise making devices may be used or maintained on any Lot which create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining Lots, except for security or fire alarms.

10.13 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.14 No Fuel Storage. No fuel oil, gasoline, propane (except one propane tank that is part of an outdoor gas barbecue grill), or other non-portable fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

10.15 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 30 days. No Dwelling on a Lot shall be subjected to time interval ownership.

10.16 Restriction on Signs. The Subdivision may be identified by permanent

signs to be installed by Declarant or at Declarant's direction. No signs will be permitted on any Lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any Dwelling while it is under construction. Signs indicating the Lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect signs and other advertising material at the entrances to the Subdivision announcing the availability of Lots and giving sales information. No permanent signs stating the address or the name of the Owner of any Lot may be installed without the advance consent of the Architectural Review Board.

10.17 Completion Required Before Occupancy. No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City and/or County.

10.18 Dwelling to be Constructed First. No garage, out building or other Improvement may be constructed prior to the construction of the Dwelling on the Lot.

10.19 Underground Utilities. All gas, electrical, telephone, television, and any other utility lines in the Project are to be underground, including lines within any Lot which service installations entirely within that Lot. No above-ground propane tanks may be installed on any Lot.

10.20 Sewer Connection Required. All Lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any Lot. All Dwelling units must be connected to the sanitary sewer system.

10.21 Drainage. No Owner shall alter the direction of natural drainage from his/her Lot without first using reasonable means to dissipate the flow energy. The Owners shall be responsible to maintain their rear yard drains and drain lines so as to ensure proper drainage of both their privately owned property and Common Areas. If necessary at a future date to maintain proper drainage of Common Areas, the Association will be entitled to seek permission to connect to or extend the rear yard drains, which permission shall not be unreasonably refused, provided that the Association pays for all related work and restoration.

10.22 No Transient Lodging Uses. The Lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a bed and breakfast, or other uses for providing accommodations to travelers. No leases of any Dwelling on a Lot shall be for a period of less than 90 days. No Dwelling on a Lot shall be subjected to time interval ownership.

10.23 No Re-Subdivision. No Lot may be re-subdivided.

10.24 Combination of Lots. No Lot may be combined with another Lot.

10.25 Construction. No Dwelling or structure shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction unless any delays are approved in writing by the Architectural Review Board. Declarant is exempt from this restriction.

10.26 Duty to Maintain. It is the obligation of each Owner to maintain his Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner of each Lot shall maintain his Lot, including the rear yards, those side yards that are not adjacent to a street or private lane, and the driveway to each such Lot, and the improvements on the Lot in a good state of repair and in an attractive, safe and healthy condition.

10.27 Repair by Association. In the event that an Owner permits his Lot or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 30 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Lot and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision. In addition, each Owner hereby grants to the Association a lien on the Lot and any improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages or pursuant to the rights provided the Association in the Governing Documents. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Lot in question. Unpaid amounts will bear interest from the date advanced at the rate of 18% per annum or 1.5% monthly.

10.28 Alterations of Exterior Appearance. The Owners will maintain their Lots and Improvements in substantially the same condition and appearance as that approved by the Architectural Review Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Architectural Review Board.

10.29 Repair Following Damage. In the event of casualty loss or damage to the

improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Architectural Committee, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Architectural Committee, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE XI

INSURANCE

11.1 Casualty Insurance. The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available, then at a minimum, an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction to the Common Areas and Limited Common Areas from any insured hazard.

11.2 Liability Insurance. The Board, or its duly authorized agent, shall also obtain a public liability policy covering the Common Areas and Limited Common Areas, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, their invitees, guest, successor or assigns. The public liability policy shall be in an adequate amount as determined by the Board from time to time.

11.3 Premiums. Premiums for all insurance on the Common Areas and Limited Common Areas shall be Common Expenses of the Association and shall be included in the Base Assessment.

11.4 Name of the Association. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in below. Such insurance shall be governed by the provisions hereinafter set forth:

- (A) All policies shall be written with a company licensed to do business in Utah which holds a Best's rating of A or better and

is assigned a financing size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating.

(B) All policies on the Common Areas and Limited Common Areas shall be for the benefit of the Association, its Members, and Mortgagees providing construction financing on the Common Areas and Limited Common Areas.

(C) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(D) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants or their Mortgagees.

(E) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction along the Wasatch Front, State of Utah area.

(F) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be canceled,

subject to non- renewal on account of the conduct of any Trustee, officer, or employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or any Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non- renewal.

11.5 Worker's Compensation. In addition to the other insurance required by this section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law; the Board's and officers' liability coverage, if reasonably available, a fidelity bond or bonds on the Board, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the Board's best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

ARTICLE XII

DAMAGE & DESTRUCTION

12.1 Claims of Adjustment. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and Limited Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

12.2 Repairs Mandatory. Any damage or destruction to the Common Areas and Limited Common Areas shall be repaired or reconstructed unless the Members, representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct, and

West Bountiful City approves such decision in writing. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

12.3 Unrepaired Common Area. In the event, that it should be determined that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XIII

DISBURSEMENT OF PROCEEDS

13.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and the Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

ARTICLE XIV

REPAIR AND RECONSTRUCTION ASSESSMENT

14.1 If the damage or destruction to the Common Areas and Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XV

CONDEMNATION

15.1 Whenever all or any part of the Common Areas and Limited Common Areas shall be taken (or conveyed in lieu of a taking) or is under threat of condemnation by any authority having the power of condemnation/eminent domain, the Board, acting on the written direction of Members representing at least seventy five (75%) percent of the total Association vote, is entitled to act on behalf of the Association to defend or settle the taking proceeding. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the common areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Members representing at seventy-five percent (75%) of the total vote of the Association shall otherwise agree (and West Bountiful City approves such decision in writing), the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XVI

WEST BOUNTIFUL CITY AS THIRD-PARTY BENEFICIARY

West Bountiful City is an intended third-party beneficiary to all provisions of this Declaration and shall have all of the benefits and rights of the Association, the Board of Directors and any Owner to enforce all provisions of this Declaration. Nevertheless, West Bountiful City is not a party to this Declaration, and may not be held liable for any provision of this Declaration or for the enforcement or lack of enforcement thereof.

ARTICLE XVII

ARCHITECTURAL REVIEW BOARD

17.1 Purpose. It is the intention and purpose of this Declaration to impose architectural standards on the improvements to any Lot of a type and nature that result in buildings which are architecturally compatible in terms of lot coverage, proportion, materials, colors and general appearance. To accomplish this goal, the Declarant hereby

establishes the Architectural Review Board, which is empowered to oversee and enforce the Architectural Design Standards set forth in this Declaration.

17.2 Architectural Review Board Created. The Architectural Review Board (“ARB”) will consist of three members, at least two of whom shall be members of the Board of Directors of the Association. The initial ARB will consist of three people appointed by the Declarant, who do not need to be Owners. At the time that all Lots on the Property have been built on, all of the members of the ARB will be elected by the Owners; however, the ARB may wish and is authorized to retain a qualified planning, design or architectural professional to handle the day to day work of the ARB.

17.3 Approval by ARB Required. No Improvements of any kind will be made on any Lot without the ARB’s prior written approval. Approval of the ARB will be sought in the following manner:

- (A) Plans Submitted. Two complete sets of the plans for the construction of any new Dwelling or Improvements must be submitted to the ARB for review. In the case of an addition or modification of an existing Dwelling, the ARB may waive any of the foregoing it feels are unnecessary to its review of the remodel or addition.
- (B) Review. Within 30 days from receipt of a complete submission, the ARB will review the plans and make an initial determination whether or not the plans comply with the conditions imposed by the Declaration. If they do not, the plans will be rejected. If they are in compliance, the ARB will approve the plans. The ARB may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The ARB will review preliminary plans, and make its comments known to the Owner provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the ARB will sign a copy of the plans, one of which shall be left with the ARB. No construction that is not in strict compliance with the approved plans will be permitted.
- (C) Failure to Act. If the ARB has not approved or rejected any submission within 45 days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the ARB’s failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the ARB that if the plans are not either approved or disapproved, as submitted, within 15 days

from the date the notice is MAILED, then the plans will be deemed to be approved. If within such 15 day period, the ARB fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved; provided, however, that the submission and Improvements do not, in fact, violate any conditions imposed by the Governing Documents.

17.4 Variances. Variances to the design standards contained in this Declaration may be granted when strict application would create an unforeseen or unreasonable hardship to the Owner of any Lot, provided, however, that any variance granted is consistent with the intent of the Governing Documents. The ARB cannot grant any variance that has the effect of modifying applicable zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant.

17.5 General Design Review. The ARB will use its best efforts to provide a consistent pattern of development, and consistent application of standards of the Governing Documents. These standards are, of necessity, general in nature, and it is the ARB's responsibility to apply them in a manner that results in a high quality, attractive and well-designed community.

17.6 Declarant, Board and ARB not Liable. The Declarant, the members of the Board of Directors, and the ARB members shall not be liable to the applicant or to the Owners of any Lots within the Subdivision for their actions, inactions, or approval or disapproval of any set of plans submitted to the ARB for review. Each Owner has an equal right to enforce these covenants against every other Owner, and may independently seek redress against another Owner if he/she believes such Owner has failed to comply with Governing Documents.

17.7 Limitations on Review. The ARB's review is limited to those matters expressly granted in this Declaration. The ARB shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws or ordinances affecting the development or improvement of real property and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the ARB prior to construction.

17.8 Exclusion of Declarant. Neither Declarant nor its assign/designated builder are subject to any review or conditions imposed upon other Lot owners by the ARB. Declarant and its designated builder need not receive any approval from the ARB

ARTICLE XVIII

ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS

18.1 Number of Dwellings. Only one Dwelling may be constructed on any Lot.

18.2 Attached Garage. All Dwellings shall have an attached garage for at least two cars and a maximum of four cars, unless prior written approval of the ARB is first obtained. No detached garages will be allowed.

18.3 Architectural Standards. All Dwellings in the Subdivision will be single-story buildings with a maximum height of thirty (30) feet and a minimum square footage of 1500 square feet of living area (not including the garage). Each Dwelling shall use the following types of exterior construction materials: brick, rock, stone, stucco, or Hardy cementitious siding. The front, or street-facing façade of each home, shall have at least 50% brick, stone or rock masonry. Vinyl siding shall not be allowed. A Dwelling may be built next to a Dwelling with the same plan, but the exterior color materials used on such adjacent Dwellings, as well as the garage element design and color, must be different. In addition, garages will be consistent with paragraph 5.j. of the Development Agreement approved by West Bountiful City, so as not to be the prominent feature of the Dwellings to be constructed.

18.4 Out Buildings. No storage building, out building, or habitable structure may be permitted on any Lot unless prior written approval of the ARB is first obtained.

18.5 Construction Completion. When construction has started on any residence or other structure, work thereon must be completed within twelve months, weather permitting.

18.6 Windows. All windows must be of at least double pane. No mirrored or reflective glass may be used.

18.7 Antennas. All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining Lots or streets. Solar panels will be permitted only with the consent of the ARB, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

18.8 No Used or Temporary or Prefab Structures. No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any Lot. No prefabricated housing may be installed or maintained on any Lot.

18.9 Driveways. Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. However, as required by other sections of this Declaration, only one (1) automobile is allowed to be parked in the driveway. All driveways are to be constructed of concrete. No other driveway materials will be allowed unless prior written

approval of the ARB is first obtained.

18.10 Finished Lot Grading. Lot owners and builders are responsible to complete the final grading of the entire Lot so that the finish grading complies with City ordinance, lender requirements and proper water control, as well as any applicable master grading plan for the entire Development, as opposed to a slope plan determined solely for that particular Lot.

18.11 All Dwelling Construction is Subject to Prior Approval by the Architectural Committee. Prior to construction, all dwelling plans must be reviewed and approved by the ARB, as set forth in Article XVII, above, and all dwelling construction must meet Architectural restrictions and architectural guidelines and the other requirements of these Covenants.

18.12 Landscaping. All landscaping for the Development shall conform to the Development Agreement executed with West Bountiful City and the landscape plan attached as Exhibit E, thereto. In particular, each Lot shall have one tree in the park strip. Each Lot shall have vinyl perimeter fencing. All side-yard fencing shall be set at least 30 feet back from the front line of the improved Lot. The HOA will maintain all front and side yard landscaping and perimeter fencing.

ARTICLE XIX

ANNEXATION

19.1 Annexation. Additional phases of the Cottages at Havenwood may be added to the Property pursuant to the following procedures, and subject to the limitations as follows:

19.2 Annexation by Declarant. Declarant may from time to time and in its sole discretion expand the Property subject to this Declaration by the annexation of all or part of contiguous land that currently is undeveloped or not zoned for PUD.

19.3 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any additional land to the Property or to develop or preserve any portion of any additional land in any particular way or according to any particular time schedule. No land other than the Property, as defined on the date hereof and land annexed thereto in accordance with the terms of this Article shall be deemed to be subject to this Declaration, whether or not shown on any subdivision plat or map filed by Declarant or described or referred to in any documents executed or recorded by Declarant.

ARTICLE XX

OTHER PROVISIONS

20.1 Violation Deemed a Nuisance. Any violation of these Covenants which is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

- (A) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner, or by the Association as an association of property owners. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney fees and costs of court.
- (B) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.
- (C) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.
- (D) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

20.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

20.3 Limited Liability. Neither the Declarant, the Board, the ARB nor its individual members, nor any other Owner shall have personal liability to any other Owner for actions or inactions taken under these Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

20.4 Amendment. After their recording, no modifications or amendments may be made to this Declaration or any covenants set forth herein without the written approval of West Bountiful City. Subject to the foregoing, during the Class B Control Period, the Declarant can modify the covenants set forth herein without a vote of other Members; thereafter, these covenants can be modified by the affirmative vote of the Members representing sixty-seven (67%) percent of the total votes of the Association.

20.5 Constructive Notice. All persons who own, occupy or acquire any right, title or interest in any Lot in the Subdivision are conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the Covenants, Conditions and Restrictions against their Lot, whether or not there is any reference to this Declaration in the instrument by which they acquire their interest in any Lot.

20.6 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must be postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

20.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

20.8 Mortgagee Protection Provision. The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Property that is made in good faith and for value; provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

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Executed on the date stated above

Capital Reef Management, LLC
A Utah limited liability company

By: _____ Brad Frost
Its: Managing Member

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On this ___ day of _____, 2016, personally appeared before me Brad Frost, who being by me duly sworn, did say that he is a Managing Member of Capital Reef Development, LLC, a Utah Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority and said member duly acknowledged to me that said Limited Liability Company executed the same.

Notary Public

Residing at:

My Commission Expires:_____

WEST BOUNTIFUL CITY POLICE DEPARTMENT

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

Todd L. Hixson
Chief of Police

Kenneth Romney
Mayor

West Bountiful City Council Report April 19, 2016

Statistics are from March, 2016; the other information reported is collected between council meetings.

Reserve Officer Program

No Information to Report

Alcohol Officer Program

Nothing new to report

Crossing Guards

Our crossing guards continue to do a great job serving the community.

Personnel

We have interviewed two additional candidates for the vacant police officer position. We are starting on background investigations and hopeful we can make an offer in the near future.

EMPAC

The next EmPAC meeting will be May 18, 2016 at 5:30 pm. During the last meeting there was discussion about changing the day EmPAC meeting is held to accommodate schedules better. This will be discussed again at the next EmPAC meeting when more people are in attendance.

All of the radios in the police and public works vehicles have been updated to include all of West Bountiful's radio frequencies. The four frequencies that we have are assigned as follows, Police, Public Works, CERT Command, and CERT.

General Information

The police vehicle that was damaged on New Year's Eve has been repaired and is back in service.

Officer Breeze has started preparing for the annual Safety Fair that will take place July 1, 2016.

The Great Shake-out will be held on April 21. We will perform radio checks and a small duck and cover drill. EmPAC will conduct a contact and response test for members of CERT.

West Bountiful Police Department

Department Summary

3/1/2016 to 3/31/2016

Arrests	14	
Adult	12	85.7%
Juvenile	2	14.3%

Activities	1,470	
Admin	188	12.8%
Assist	115	7.8%
Community Relations	6	0.4%
Deaths	1	0.1%
Investigation	56	3.8%
Patrol	142	9.7%
Property	5	0.3%
Security	623	42.4%
Service Call	87	5.9%
Suspicious Activity	22	1.5%
Traffic	217	14.8%
Vehicle Accident	8	0.5%

Shift Time and Percent Accounted	955 hr. 57 min.	52.8%
-----------------------------------------	------------------------	--------------

Reports	217	
CITATION REPORT	36	16.6%
FIELD CONTACT	1	0.5%
INCIDENT REPORT	87	40.1%
OFFICER INFORMATION	84	38.7%
POLICE VEHICLE IMPOUND	9	4.1%

Department Summary

Crime Offenses

46

ARSON	1	2.2%
ASSAULT	1	2.2%
BURGLARY	3	6.5%
DAMAGE PROPERTY	1	2.2%
DANGEROUS DRUGS	5	10.9%
DEATH/INJURY	1	2.2%
FAMILY OFFENSE	4	8.7%
FRAUD	2	4.3%
JUVENILE STATUS OFFENSES	1	2.2%
PRIVACY VIOLATIONS	1	2.2%
SEX ASSAULT	1	2.2%
SEX OFFENSE	1	2.2%
STOLEN PROPERTY	1	2.2%
STOLEN VEHICLE	1	2.2%
THEFT	9	19.6%
TRAFFIC OFFENSE	10	21.7%
WARRANT SERVICE	3	6.5%

Accidents

8

Citation Violations

51

DUI	1	2.0%
Fix it	18	35.3%
Misdemeanor	5	9.8%
Traffic	16	31.4%
Warning	11	21.6%

1 **West Bountiful City** **PENDING** **April 12, 2016**
 2 **Planning Commission**

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice website
 4 and the West Bountiful City website, and sent to Clipper Publishing Company on April 11, 2016 per state
 5 statutory requirement.

6

7 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
 8 **April 12, 2016, at West Bountiful City Hall, Davis County, Utah.**

9

10 **Those in Attendance:**

11

12 **MEMBERS PRESENT:** Vice Chairman Terry Turner, Alan Malan, Mike
 13 Cottle, Laura Charchenko, Corey Sweat, and Council member Andy Williams.

14

15 **MEMBERS/STAFF EXCUSED:** Chairman Denis Hopkinson.

16

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

19

20 **VISITORS:** Derek Christensen, Cory and Breanna Stultz, and Debra Marshall

21

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

24 **I. Accept Agenda**

25 Vice Chairman Turner reviewed the agenda. Mike Cottle moved to accept the agenda as
 26 presented. Alan Malan seconded the motion. Voting was unanimous in favor among members
 27 present.

28 **Business Discussed:**

29 **II. Consider Conditional Use Application for Cory Stultz to Build a Detached Garage**
 30 **that Exceeds 25 feet at 1497 North 950 West**

31 Commissioner's packets included the following information: memorandum dated April
 32 8th, 2016 from Ben White regarding accessory building taller than 20 feet at 1497 North 950
 33 West, Conditional Use Permit Application from Cory and Breanna Stultz with a site plan.

34 **Memorandum included the following information:**

- 35 • Stultz’s desire to construct a new home on Lot 10 of the Ranches at Lakeside subdivision
 36 and to build a detached garage for their “toys.” Their plans exceed the 20 foot height
 37 limitation and they need a conditional use permit.
 38 • The placement of their home and detached garage comply with zoning setback
 39 regulations. To comply with Section 17.20.060 they need the conditional use permit.
 40 • List of proposed affirmative findings.
 41 • Suggestion for a motion if approved by commission.

42 Ben White introduced the applicant and showed the proposed area on a site plan
 43 projected on a screen. He explained the reason for the need to have the additional height for this
 44 structure. It will be used to store his “toys” that need the height. The height is the only concern
 45 regarding this structure.

46 Mr. Stultz was called to the stand and asked what they would like to do with the building.
 47 He answered that he needs a place to store their big “toys”. The building is only one story high
 48 with no upper floor.

49 **Commissioners Comment:**

50 Mike Cottle is familiar with the lot and sees no issues along with all other Commissioners.

51 **ACTION TAKEN:**

52 *Corey Sweat moved to approve the Conditional Use Permit for Cory Stultz to build a detached*
 53 *garage that exceeds 20 feet in height at 1497 North 950 West with the following findings in the*
 54 *Conditional Use ordinance, Section 17.60.040, the proposed use will not be detrimental to the*
 55 *health, safety, or general welfare of persons residing or working in the vicinity, or injurious to*
 56 *property or improvements in the vicinity, will not inordinately impact schools, utilities, and*
 57 *streets, will provide for appropriate buffering of uses and buildings, proper parking and traffic*
 58 *circulation, the use of building materials and landscaping which are in harmony with the*
 59 *area, and compatibility with adjoining uses; will comply with the regulations and conditions*
 60 *specified in the R-1-22 land zoning ordinance. Mike Cottle seconded the motion and a friendly*
 61 *amendment was made by Laura Charchenko to cap the height at 28 feet. Corey Sweat*
 62 *accepted the amendment and no further discussion was needed. Voting was unanimous in*
 63 *favor.*

64
 65 **III. Discuss Olsen Farms 8 Subdivision Request by Terry Olsen.**
 66

67 Ben White introduced the discussion for Olsen Farms 8 Subdivision as requested by
 68 Terry Olsen (not present). He showed the property for discussion on the projection. He gave
 69 some previous history of the area in regards to annexation and pre-development. Mr. White
 70 explained that Mr. Olsen would like to begin developing his property and divide it for family
 71 inheritance purposes since his former wife has passed away. There is a ½ acre parcel at the north

72 end of the property that is not developable. The property currently has portions in two separate
 73 zones, the R-1-10 and R-1-22. Current ordinances require that if a property covers more than
 74 one zone, the more restrictive zone applies to the entire property, R-1-22. The majority of one of
 75 the proposed lots is in the R-1-10 zone and he would like to have the entire property re-zoned to
 76 R-1-10. Most utilities are in place, and curb and gutter is in place except for a 100 feet or so
 77 along Pages Lane that will need to be completed.

78 Ben White offered some options and food for thought when considering this proposal and
 79 rezoning. A Public Hearing is needed and will be scheduled for the first meeting in May.
 80 Subdivision approval and rezone can be done at the same time.

81

82 **IV. Discuss 1450 West Annexation and One Lot Plat for Al Jones.**

83

84 Ben White introduced this issue stating that Mr. Jones (not present) would like to annex a
 85 property he is considering purchasing into our city; the property is adjacent to but outside of city
 86 limits. It is a 5 acre parcel and he intends to build one home on the property. He must own the
 87 property before he can request an annexation.

88 Mr. White gave a bit of history of the property and future development of roads in that
 89 area. An application for annexation will come to the Commission first and then City Council
 90 will make the decision as to what restrictions and requirements will be required for building a
 91 road for that 5 acre piece of property. They will have to abide by fire code with all conditions.

92 Mr. Malan wants to see some agreements in place for curb, gutter and sidewalk. We can
 93 provide water services to property outside our city (they are charged a higher fee) but residents
 94 cannot participate as a citizen of West Bountiful.

95 There was discussion about neighbors in the area and whether the annexation should
 96 include more than one property owner. Staff commented that they will invite other property
 97 owners in the area to see if they are interest in annexing as well.

98 Debra Marshall, a nearby resident on 400 North, asked to make a comment. She
 99 informed the Commission that they would like to see this property as part of our city to provide
 100 police protection and see the property is cared for by property owners as there have been some
 101 problems with trespassing on the vacant property. She believes many other West Bountiful
 102 homeowners in that area would be in favor of the annexation as well.

103 Alan Malan inquired about how many homeowners are in that area. Response was that
 104 there are five or six..

105

106 **V. Staff Report**

107

108 **Ben White reported:**

- 109 • Ovation Homes will probably be on next Council agenda to discuss their development
 110 agreement. If the development agreement is completed and approved at next week's City
 111 Council meeting they would like to move forward as quickly as possible. Notice must be
 112 posted by this Friday in order to make the necessary notice for a Public Hearing at the
 113 next Planning Commission meeting. Commissioners agreed to have staff set the Public
 114 Hearing at the next scheduled meeting and cancel it if agreement was not met during the
 115 next Council meeting.

116 • Update on Pages Lane is that the waterline is almost complete. Lines must be
117 chlorinated, and bacteria and pressure tested which will take a week then they will begin
118 hooking into the individual residences. Upon completion of the water system they will
119 begin storm drain, then the road rebuild in May. Questar has run into delays due to
120 unforeseen obstacles underground. Century Link is onsite and in the process of moving
121 their lines. Construction must be done by the end of June or daily penalty fees can be
122 charged.

123 • Bountiful’s 400 North project is currently installing waterlines with the road rebuild
124 beginning shortly on the east side of 5th West. The west side will begin later in the
125 summer and not be completed until after school starts.

126 • The new Basketball court at the City Park is nearly complete.

127

128 **VI. Approval of Minutes of March 8, 2016.**

129

130 **ACTION TAKEN:**

131 **Alan Malan moved to approve of the minutes dated March 8, 2016 as presented. Corey**
132 **Sweat seconded the motion and voting was unanimous in favor among those members**
133 **present.**

134

135 **VII. Adjournment**

136

137 **ACTION TAKEN:**

138 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting.**
139 **Laura Charchenko seconded the Motion. Voting was unanimous in favor. The meeting**
140 **adjourned at p.m.**

141

142

143

144 The foregoing was approved by the West Bountiful City Planning Commission on April 26, 2016, by
145 unanimous vote of all members present.

146

147 _____

148 Cathy Brightwell – City Recorder

149

150

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, April 5, 2016 at West**
2 **Bountiful City Hall, 550 N 800 West, Davis County, Utah.**

3
4 Those in attendance:

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

8
9 **STAFF:** Steve Doxey (City Attorney), Ben White (City Engineer), Chief Hixson, Steve
10 Maughan (Public Works Director), and Cathy Brightwell (City Recorder/Secretary)

11
12 **EXCUSED:** Duane Huffman (City Administrator), Paul Holden (Director of Golf)

13
14 **VISITORS:** Alan Malan, Todd Weiler, Becky Edwards, Kelly Edwards, Ashley
15 Dickamore, Scott White, Kevin Guidry, Heather Gardner, Cub scouts including Sam
16 Faerber and Parker Elliott

17
18
19 Mayor Romney called the regular meeting to order at 7:33 pm.

20
21 Three local Cub Scout Webelos gave the Scout Oath and led the Pledge of Allegiance.

22
23 **1. Accept Agenda.**

24
25 **MOTION:** *James Bruhn moved to approve the agenda as posted. Andy Williams*
26 *seconded the Motion which PASSED by unanimous vote of all members*
27 *present.*

28
29 **2. Public Comment.**

30
31 No comments.

32
33 **3. Report on 2016 Legislative Session – Representative Becky Edwards and Senator**
34 **Todd Weiler.**

35
36 This agenda item was delayed and will follow agenda item 4.

37 Mayor Romney welcomed legislative representatives, Representative Becky Edwards and
38 Senator Todd Weiler. Rep. Edwards spoke first. She said the 2016 legislative session was great;
39 there were 453 bills passed. She reviewed several important bills from the session on issues
40 including police body cameras, water infrastructure, internet sales tax, sales tax amendments, and
41 several post-retirement bills. She also mentioned several bad bills that were avoided. Rep.
42 Edwards predicts a special session will be called to discuss several bills that were vetoed by the
43 Governor. She commended Cameron Diehl and other members of Utah League of Cities and
44 Towns, and Chief Tom Ross as being good advocates for cities. They do a good job of educating

45 legislators on important issues. There is an important balance between local control and state
46 overlay on local issues. She ended by encouraging communication and stated that her role as a
47 legislator is to reach out to cities and hear when the state is overstepping and to find that
48 appropriate balance. She appreciates the interaction and input received from local government.

49 Senator Todd Weiler spoke about two bills that were vetoed. He said HB-377, the
50 Grandparents Rights bill, was a good veto. However, SB-2, line item 6, a budget bill was also
51 vetoed apparently due to some questionable line items but it also cut \$1M funding in electronic
52 high school as well as increases to certain programs including \$500K for the Upstart program
53 which enables 4 year olds to use home based technology before kindergarten, and Prostart
54 Culinary program for high school, and \$500K for ongoing elementary reading programs. Sen.
55 Weiler agreed with Rep. Edwards that he expects a veto override special session.

56 In response to Council member Preece's questions about SB-142 there was discussion
57 about a bill that allows sewer companies to build public/private entities which enables South
58 Davis Sewer to build its facility to capture methane gas and convert food waste into energy, a win-
59 win situation that eliminates food waste and allows the Sewer Company to keep rates low.

60 Council member Ahlstrom asked about the medical marijuana bills. Sen. Weiler explained
61 that he has never been against the concept but it has to be done right. He went on to explain the
62 differences between SB-73 and SB-89. SB-89, the better of the two, was much improved after
63 amendments and he believes it failed for various reasons including last minutes amendments
64 adding THC back in and no appropriations for the Dept. of Health to oversee growing, etc. He
65 predicted this will continue to be a hot issue and will continue to be raised in future sessions.

66 Mayor Romney thanked them for coming.

67

68 **4. Presentation by Scott White, Holly Refinery Manager.**

69

70 Scott White introduced himself as the new refinery manager responsible for Holly's 430
71 employees and shared that Mike Wright is the new Vice President for Crude Supply in Dallas. He
72 provided his background and shared his top priorities; first - safety of employees, second -
73 environmental compliance and being a good corporate citizen, and third - operate in a stable &
74 reliable manner. He emphasized that his key message to employees is that safety is paramount.
75 The goal is to make a place where employees enjoy coming to a challenging and fulfilling job and
76 still have time to enjoy their families.

77 Mr. White introduced Kevin Guidry, the new project manager over the expansion project.
78 Mr. Guidry explained that this expansion is by far the biggest in his 25 year career and is expected
79 to be completed by the end of this quarter. He emphasized the comment from Mr. White about
80 safety being a huge issue; it is branded in the front of our minds at all times. There are no fewer
81 than 5 independent groups looking at each aspect of the project before anything is done. He
82 described many details of the project and upon completion it will be a state of the art facility with
83 capacity increased by 50%, from 30K to 45K barrels per day.

84 Mr. Scott White and Mr. Guidry answered a few questions from the Council and
85 concluded their presentation by again saying it is very important to them to make sure Holly is a
86 good place for employees to work and a good neighbor and corporate citizen.

87

88 Mayor Romney thanked them for being good community partners.

89

90 **5. Public Hearing Regarding Proposed Budget Amendments for Fiscal Year 2015-2016.**

91

92 **MOTION:** *James Bruhn moved to open the public hearing. Mark Preece seconded*
93 *the Motion which PASSED by unanimous vote of all members present.*

94

95 While not specifically on topic, Mayor Romney introduced Heather Gardner from the
96 audience who is running against Senator Weiler in the upcoming election. Ms. Gardner took the
97 podium and gave some background on herself. She has lived in West Bountiful for 11 years and
98 likes it here. She was an Army brat, and attended BYU. She said she has done a lot of grass roots
99 lobbying at the Capitol and until stepping down to run in the state senate election, she was vice
100 chair of Davis County Republican Party.

101 Alan Malan, 772 W 1400 N, asked for a description of the specific budget changes and had
102 questions about several payments for the golf course. Mayor Romney read the list of amendments
103 from the staff memo. He reviewed the history of the golf loans and explained we are close to
104 paying them off and getting the books cleaned up.

105

106 **MOTION:** *James Ahlstrom moved to close the public hearing. James Bruhn*
107 *seconded the Motion which PASSED by unanimous vote of all members*
108 *present.*

109

110 **6. Consider Resolution 387-16, A Resolution Enacting the Second Amendment to the**
111 **FY2015-2016 Budget.**

112

113 Council member Bruhn referred to the proposed amendment for the golf cart path. He
114 asked why staff was recommending \$45k when the bids came in at \$35k. He believes a \$10k
115 buffer is exorbitant and should be changed to something less. There was discussion by other
116 council members that they do not object to the amendment knowing staff will bring back what is
117 not used. Mr. Bruhn commented that he wanted to bring it to everyone's attention. There was also
118 discussion about who would be marking out what needs to be done on the path to the new
119 restroom and it was decided that the Mayor and Steve Maughan will handle it as they have more
120 experience with asphalt than the golf employees.

121

122 **MOTION:** *Andy Williams moved to approve Resolution 387-16 approving the second*
123 *amendment to the FY2015-2016 Budget. James Ahlstrom seconded the*
124 *Motion which PASSED.*

125 The vote was recorded as follows:
126 James Ahlstrom – Aye
127 James Bruhn - Aye
128 Kelly Enquist – Aye
129 Mark Preece – Aye
130 Andrew Williams - Aye
131

132 **7. Public Hearing Regarding the Vacation of a Portion of a Storm Drain Easement at**
133 **1805 N 1100 West.**

134 **MOTION:** *Mark Preece moved to open the public hearing. James Ahlstrom seconded*
135 *the Motion which PASSED by unanimous vote of all members present.*
136

137 Alan Malan, 772 W 1400 N, commented that he is happy anytime we can vacate an
138 easement.

139 **MOTION:** *James Bruhn moved to close the public hearing. Mark Preece seconded*
140 *the Motion which PASSED by unanimous vote of all members present.*
141

142
143 **8. Consider Resolution 386-16, a Resolution Authorizing the Mayor to Execute the**
144 **Vacation of a Portion of a Storm Drain Easement at 1805 N 1100 West.**

145
146 **MOTION:** *James Bruhn moved to approve Resolution 386-16 authorizing the Mayor*
147 *to execute the vacation of a portion of a storm drain easement at 1805 N*
148 *1100 West. Andy Williams seconded the Motion which PASSED.*

149 The vote was recorded as follows:
150 James Ahlstrom – Aye
151 James Bruhn - Aye
152 Kelly Enquist – Aye
153 Mark Preece – Aye
154 Andrew Williams - Aye
155

156 **9. Consider Bid Award to Leon Poulsen Construction for CDBG Sidewalk Project on**
157 **800 West for \$35,802.50.**

158
159 **MOTION:** *James Ahlstrom moved to Award the CDBG Sidewalk Project to Leon*
160 *Poulsen for \$35,802.50. James Bruhn seconded the Motion which*
161 *PASSED.*

162 The vote was recorded as follows:
163 James Ahlstrom – Aye
164 James Bruhn - Aye
165 Kelly Enquist – Aye

166 Mark Preece – Aye
167 Andrew Williams - Aye
168

169 **10. Consider Bid Award to Advanced Paving & Construction for 2016 Chip Seal Project**
170 **for \$54,800.**

171
172 **MOTION:** *James Bruhn moved to Award the 2016 Chip Seal Project to Advanced*
173 *Paving & Construction for \$54,800. Kelly Enquist seconded the Motion*
174 *which PASSED.*

175 The votes were recorded as follows:
176 James Ahlstrom – Aye
177 James Bruhn - Aye
178 Kelly Enquist – Aye
179 Mark Preece – Aye
180 Andrew Williams – Aye
181

182 **11. Consider Approval of Cart Path Repair and Improvements for up to \$45,000.**

183 **MOTION:** *Andy Williams moved to approve Cart Path Repair and Improvements for*
184 *up to \$45,000. James Ahlstrom seconded the Motion which PASSED by*
185 *unanimous vote of all members present.*
186

187 **12. Consider Approval of Contract with GSH Geotechnical for Geotechnical Engineering**
188 **Services.**

189 **MOTION:** *James Ahlstrom moved to approve a contract with GSH Geotechnical for*
190 *Geotechnical Engineering in the amount of \$10,500. James Bruhn*
191 *seconded the Motion which PASSED by unanimous vote of all members*
192 *present.*
193

194 **13. Consider Approval of Purchase of New Marquee for \$17,880.30.**

195 Council member Enquist asked how many bids had been received. Cathy Brightwell
196 explained that four companies were asked to submit bids and only two companies
197 responded. Thomas & Son's bid was significantly lower than Yesco, our current provider,
198 who bid \$31,000.

199 **MOTION:** *James Ahlstrom moved to approve the purchase of a new marquee from*
200 *Thomas & Sons for \$17,880.30. Andy Williams seconded the Motion*
201 *which PASSED by unanimous vote of all members present.*

202

203

204 **14. Engineering/Public Works Report.**

205

206 Ben White - Engineering

- 207 - Terry Olsen wants to subdivide his property on Pages Lane. To do so, he needs to realign
- 208 zones because his property is in 2 zones (R1-10 & R1-22) and our ordinance says in those
- 209 cases, the more restrictive zone regulations apply to the entire property.
- 210 - A prospective buyer is looking at the 5 acre property on 1450 West and Millbridge Lane.
- 211 He wants to build one home on the property and be annexed into the City. There is also an
- 212 issue with the road ending just north of his property so a right of way would need to be
- 213 granted to the City as a condition of his building permit.
- 214

214

215 Steve Maughan – Public Works

- 216 - The Pages Lane project is moving along; we should be able to start testing the water lines
- 217 in the next few weeks. Moving the gas line is going slower than expected as Rocky
- 218 Mountain Power has run into problems. The dirt and material we are pulling out of the
- 219 Project is going to Birnam Woods Park to help fill in low spots so it is easier to maintain.
- 220 If there is enough dirt we plan to bury some UTA debris/concrete and smooth off the area.
- 221 - The concrete for the new basketball court has been tensioned up and concrete pads for
- 222 benches have been poured. Landscaping and sod will be done when secondary water
- 223 comes on. We are still trying to get irrigation fixed around the volleyball, new playground
- 224 and basketball courts. The contractor has been busy but we're hoping he'll be available
- 225 this weekend. Mayor Romney suggested we put in a trench for a safety light between the
- 226 playground and basketball court. Council members agreed it is a good idea and asked
- 227 Steve to look into it.
- 228 - The ditches near the Prospector Trail and the Golf Course have been cleaned out so water
- 229 is now flowing well. They also sprayed a sterilant along the trail to keep weeds out.
- 230 - Cleaning ditches at Charnell subdivision trying to improve drainage that also runs to
- 231 Prospector trail.
- 232 - Rocky Mtn. Power is moving poles on west side of 800 West in preparation for the CDBG
- 233 Sidewalk Project.
- 234 - Spring clean-up goes through this coming Saturday. It is going well; the first Saturday was
- 235 heavier than expected.
- 236

236

237 **15. Mayor/Council Reports.**

238

239 James Ahlstrom described a large hole in the grass about ten yards past the end of the

240 pavement on Hole 2 at the golf course and asked staff to look into it.

241

242 Mark Preece reported that the Youth Council's Easter egg hunt was very successful and

243 they had a large turn-out. Based on the recently passed legislation (discussed in Item 3) things

244 will begin to move quickly for the Sewer District for their Methane Recovery project with funding

245 in place and they will be able tie up food waste contracts.

246

247 James Bruhn talked about visiting an anerobic digester last year in Florida that took

248 Disney's food waste and turned it into electricity. It was very interesting but the dump pit smelled

249 very bad.

250 The Wasatch Integrated trommel was up and running March 28 with performance testing
251 scheduled for the week of April 11, so customers can now throw grass clippings in garbage
252 canisters. Division of Air Quality is requiring pollution control improvements which will cost
253 \$1.5M to upgrade stacks.

254 With recycle costs low, haulers were getting about \$10/ton to dump; now it may cost them
255 \$30/ton. As a result we shouldn't be surprised if haulers want more for recycling. In reviewing
256 our new contract with Ace, it appears our contract limits increases to 4%/yr so it will be interesting
257 to see how they handle this issue.

258
259 Andrew Williams reported there was no planning commission meeting last week due to the
260 caucuses. He also asked about the status of getting access to the Bountiful dump; Duane had
261 mentioned he ran into a roadblock when investigating the issue but did not have specifics.

262
263 Kelly Enquist asked Staff to check into whether the new AutoZinc car dealership at 1098
264 W 500 South is selling cars from this location in addition to their Woods Cross location and if so,
265 are we getting our share of sales tax?

266 He also reported that Mosquito Abatement confirmed that if we get any cases of West Nile
267 virus, all no spray zones are automatically eliminated. He was asked to confirm that no spray
268 zones are not carried over from year to year.

269
270 Mayor Romney asked for an update on Ovation Homes. Ben White said we are working
271 through comments on CCRs and their proposed development agreement and are trying to
272 determine the best way to handle the procedural issues.

273 He thanked the police department and other members of the community for their efforts in
274 finding a missing 15 year old over the weekend.

275
276

277 **16. Approval of Minutes from the March 15, 2016 City Council Meeting.**

278
279 **MOTION:** *James Ahlstrom moved to approve the minutes from the March 15,*
280 *meeting. Mark Preece seconded the Motion which PASSED by*
281 *unanimous vote of all members present.*

282
283

284
285 **17. Adjourn.**

286 **MOTION:** *James Ahlstrom moved to adjourn this meeting of the West Bountiful City*
287 *Council at 9:45 p m. James Bruhn seconded the Motion which PASSED*
288 *by unanimous vote of all members present.*

289
290

291 *The foregoing was approved by the West Bountiful City Council on Tuesday, April 19, 2016.*
292

293
294

295 _____
Cathy Brightwell (City Recorder)