

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
REGULAR MEETING AT 7:30 PM, ON TUESDAY,
MAY 17, 2016, AT THE CITY HALL, 550 N 800 WEST**

7:30 PM – Regular Meeting:

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

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Ordinance 378-16, An Ordinance Rezoning Property Located at 1014 West Pages Lane from R-1-22 to R-1-10 and Amending the West Bountiful Zoning Map.
4. Consider Ordinance 377-16, An Ordinance Establishing Temporary Restrictions Regarding Land Use Requests in Connection with Planned Unit Developments.
5. Consider Resolution 389-16, A Resolution Approving the 2016 Interlocal Cooperation Agreement Between Davis County and City of West Bountiful for Animal Services.
6. Consider Tentative Amendment for Fiscal Year 2015/2016 Budget and Set Public Hearing.
7. Engineering/Public Works Report.
8. Police Report.
9. Administrative Report.
10. Mayor/Council Reports.
11. Approve Minutes from the April 19, 2016 and May 3, 2016 City Council Meetings.
12. Executive Session for the Purpose of Discussing the Character, Professional Competence, or Physical or Mental Health of an Individual, Pursuant to Utah Code Annotated 52-4-205(1)(a).
13. 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 May 12, 2016.



MEMORANDUM

TO: Mayor and City Council

DATE: May 11, 2016

FROM: Ben White

RE: Request to Rezone property at 1014 W Pages Lane from R-1-22 to R-1-10

Background

Terry Olsen is proposing to subdivide his 2.5 acre parcel located at 1014 W Pages Lane into three lots and one parcel. The Planning Commission has granted preliminary plat approval for the subdivision. But at the end of the process, the lot configuration is not significantly affected either way by the rezone request.

The property is located in both the R-1-10 and the R-1-22 zones. From an administrative perspective, it is not good to have multiple zoning designations on a single property. However, the municipal code (17.12.030.E) addresses multiple zoning designations. In short, the more restrictive zoning ordinance applies to the entire parcel. Mr. Olsen is requesting to rezone the entire property to an R-1-10 zone designation.

Planning Commission Discussion

Public input was received during the May 10th Planning Commission meeting. The discussion, including public, commission members and staff included the following points:

1. If additional property is to be rezoned, it does not make sense to stop the zoning mid-block. The rezone should extend to 1100 West.
2. A rezone is appropriate for the Olsen property to remove multiple zoning designations on a single property.
3. Zoning boundaries should be kept as straight lines whenever possible. In other words, do not jog in and out to follow irregular property lines.
4. If a rezone to R-1-10 west to 1100 West is appropriate, what should the north-south boundaries of the rezone be?
5. Would it be a good idea to mix larger properties with farm animals with smaller properties?
 - a. It could be bad for the farm animals health due to well meaning neighbors feeding farm animals improper food (grass clippings, etc).

- b. It is good opportunity for kids to be around farm animals. An opportunity that they may not get otherwise if all the properties were the same size.
 - c. Varying property sizes may produce a feeling of more open space.
6. The City should not have rezoned any property west of the Prospector Trail as R-1-10.
 7. Does the request to rezone the Olsen property have any bearing on a possible zoning consideration of a larger area?
 8. The property across the street is already R-1-10.
 9. The property to the west of the Olsen property may create a better boundary between the R-1-10 and R-1-22 zones than the current line.

Planning Commission Recommendation

The recommendation by the Planning Commission is to rezone the Olsen property to R-1-10. Discussion points 8 and 9 were the strongest arguments leading to the 3 – 2 vote in favor of the rezone. There was discussion about where the rezone boundaries could/should end. But in the end, that discussion was tabled for a possible future meeting since it was not part of the current application.

A zoning map with the proposed area to rezone highlighted and a more detailed drawing of the Olsen property are included.

OLSEN FARM 8



**REQUEST TO REZONE R-1-22 (ORANGE)
TO R-1-10 (YELLOW)**

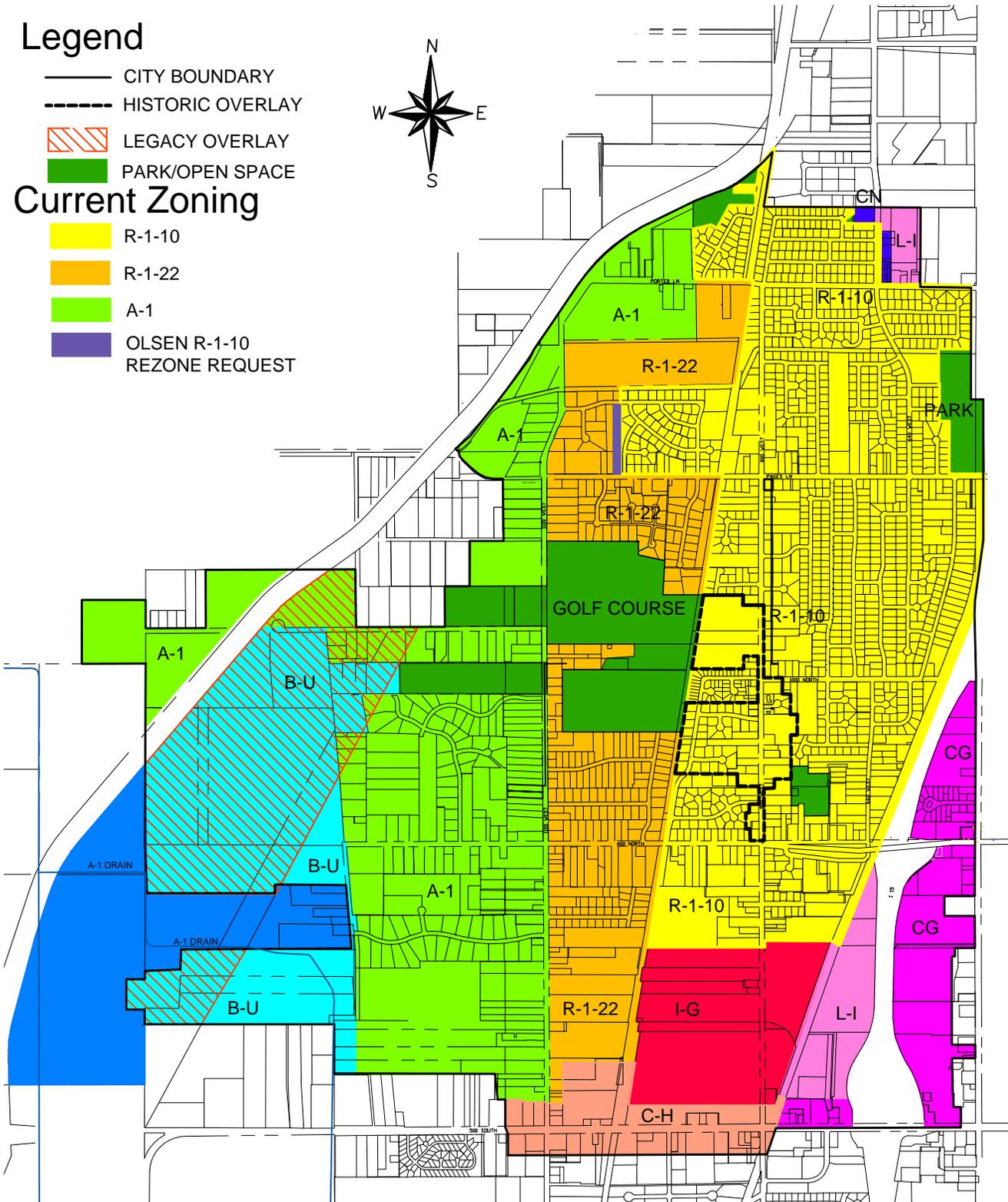
WEST BOUNTIFUL CURRENT ZONING MAP

Legend

-  CITY BOUNDARY
-  HISTORIC OVERLAY
-  LEGACY OVERLAY
-  PARK/OPEN SPACE

Current Zoning

-  R-1-10
-  R-1-22
-  A-1
-  OLSEN R-1-10
REZONE REQUEST



WEST BOUNTIFUL CITY

ORDINANCE #378-16

AN ORDINANCE REZONING THE PROPERTY AT 1014 WEST PAGES LANE TO R-1-10 AND AMENDING THE WEST BOUNTIFUL CITY ZONING MAP TO REFLECT THE CHANGE

WHEREAS, Utah Code Annotated § 10-9a, also known as the “Municipal Land Use, Development, and Management Act,” grants authority to the West Bountiful City Council to make changes to its Zoning Ordinances; and,

WHEREAS, an Application to Rezone the property at 1014 W Pages Lane to the R-1-10 Residential District was submitted by Terry Olsen; and,

WHEREAS, the West Bountiful City Planning Commission held public hearings, after proper notice, on May 10, 2016, and recommends approval of the applicant’s request; and,

WHEREAS, the City Council finds that the parcel described below should be changed from the R-1-22 Residential District to the R-1-22 Residential District.

NOW, THEREFORE BE IT ORDAINED BY THE WEST BOUNTIFUL CITY COUNCIL THAT THE PROPERTY AT 1014 WEST PAGES LANE DESCRIBED BELOW BE CHANGED TO THE R-1-10 RESIDENTIAL DISTRICT AND THE WEST BOUNTIFUL ZONING MAP BE AMENDED TO REFLECT THE CHANGE.

Beginning at a point on the west line of Olsen Way, which point is N89°59’21”E 727.64 feet along the Quarter Section Line and N09°10’18”E 44.59 feet from the West Quarter Corner of Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence along the west line of Olsen Way and the arc of a 625.00 foot radius curve to the left for an arc distance of 94.71 feet, (Chord Bearing and Distance=N04°16’10”E 94.62 feet, central angle=08°40’52”); thence S0°04’20”E 232.48 feet to the north line of Pages Lane; thence S89°55’40”W 110.00 feet along said line; thence along the Grantor’s west property line and a fence line and the east line of the property conveyed in Entry No. 2191284 N0°53’41”W 328.22 feet along a fence line of said property line; thence N01°00’42”W 546.89 feet along a fence line of said property line to the south line of 1850 North Street; thence N89°55’40”E 98.68 feet along 1850 North Street; thence S00°04’20”E 190.00 Feet along the east line of Olsen Farm Estates Lot 404; thence S54°54’43E 167.01 feet along the southerly line of Olsen Farm Estates Lot 405 to the westerly line of Olsen Way and a point on the arc of a 625.00 foot radius curve to the left; thence southerly along the arc of said curve for a distance of 248.47 feet, (Chord Bearing and Distance= S21°38’57W 292.02 feet, Central Angle=26°04’42”) of said line to the point of beginning, containing 2.622 acres.

This ordinance will become effective upon signing and posting.

Adopted this 17th day of May, 2016.

By:

Ken Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

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

WEST BOUNTIFUL CITY
ORDINANCE # 377-16

**AN ORDINANCE ESTABLISHING TEMPORARY RESTRICTIONS REGARDING
LAND USE REQUESTS IN CONNECTION WITH PLANNED UNIT DEVELOPMENTS
(WEST BOUNTIFUL MUNICIPAL CODE TITLE 17 CHAPTER 68)**

WHEREAS, the City is in the process of studying how Planned Unit Developments (“*PUDs*”), as defined in *WBMC* § 17.68, can better meet the land use purposes set forth in *Utah Code Ann.* § 10-9a-102 (the “*PUD Ordinance Study*”);

WHEREAS, the City’s PUD Ordinance Study will focus on good land use principles, including public safety, health, and welfare; protecting the tax base; securing economy in governmental expenditures; protecting both urban and nonurban development; and conformity with the West Bountiful City General Plan;

WHEREAS, the City’s PUD Ordinance Study will specifically address the impacts of existing and contemplated uses as well as measures for mitigating such impacts, as well as the procedures for PUD review and approval;

WHEREAS, the impacts to be studied include the potential for increased traffic; the potential burden on police services, storm water drainage, and other City resources; and other potential harmful impacts;

WHEREAS, the City’s PUD Ordinance Study will be conducted in partnership with property owners, business owners, residents, and members of the Planning Commission and City Council;

WHEREAS, applicable state statutes allow the City’s legislative body to establish by ordinance temporary land use regulations regarding zoning amendments, conditional use permits, building permits, and other land use matters; and

WHEREAS, final public hearings and meetings of the Planning Commission and City Council must be held prior to formal adoption of any plan or measures to be submitted as a result of the City’s PUD Ordinance Study.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF WEST BOUNTIFUL CITY, UTAH, AS FOLLOWS:

- (1) *Finding of Countervailing Interest.*** Pursuant to *Utah Code Ann.* § 10-9a-504(1)(a), the City Council expressly finds that restricting land use requests with respect to new PUDs, as provided in this Ordinance, while the City completes its PUD Ordinance Study is in the best interest of the City. The Study is necessary to address the impacts and potential impacts of additional or modified PUDs within the City limits, including the potential for increased traffic and the potential burden on police services, storm water

drainage, and other City resources. This constitutes a compelling, countervailing public interest sufficient to justify a six-month prohibition on land use applications and development activities as specified in this Ordinance.

(2) ***Balancing of Public versus Private Interests.*** The City Council finds further that any harm to private interests from the temporary land use regulations is *de minimis*, and is outweighed by the City's interests in receiving, reviewing, and adopting the recommendations of the PUD Ordinance Study. The City Council finds that no new PUD development or other proposed land use, the completed application, plans, and fees for which were not submitted prior to 4:30 p.m. on May 17, 2016, in full compliance with existing zoning regulations, has any right to be prosecuted under existing regulations. Further, any land use request submitted prior to 4:30 p.m. on May 17, 2016, that the City has disapproved due to incompleteness, inaccuracies, or non-compliance is specifically determined to have no vested right to be prosecuted under existing regulations. The City will not accept any re-submittal of these disapproved requests during the period of prohibition under this Ordinance.

(3) ***Temporary Regulations.*** Temporary zoning and building regulations are hereby adopted, as follows:

(A) No request for a PUD or to alter an existing PUD will be accepted for any PUD.

(B) No operation, construction, reconstruction, alteration, or other development activity with respect to a PUD will be permitted, except as otherwise allowed by applicable development agreement and state law, including *Utah Code Ann.* § 10-9a-513.

(C) These temporary regulations will expire six months from the date of adoption of this Ordinance, unless repealed earlier by action of the City Council.

(4) ***Relief from Temporary Regulations.***

(A) A property owner, lessee, or occupant may petition the Planning Commission for relief from these temporary regulations. Such petition must be in writing and contain the following information:

- (i) Scope of relief desired;
- (ii) Explanation of why the relief is necessary; and
- (iii) Explanation of work to be performed.

(B) The Planning Commission may grant relief from the temporary regulations under the following conditions:

- (i) The relief sought is to protect the structural integrity of a building;
- (ii) The relief sought does not affect the potential recommendations of the City's PUD Ordinance Study;
- (iii) The relief sought is for minor interior changes to existing structures or buildings;
- (iv) The relief sought is to enable the repair of electrical, plumbing, or similar systems;
- (v) The relief sought is to remedy a violation of safety codes or environmental regulations for which a land use or building permit application is required (no relief being necessary if the remedy would not otherwise require a land use or building permit application); or
- (vi) The relief sought is for the placement of temporary signs, making of temporary repairs, hosting special events, or for temporary public signage.

(C) The Planning Commission's decision on a petition submitted under this Ordinance may be appealed to the City Council in the same manner and following the same procedures as an appeal from a decision of the land use authority under *WBMC* § 17.08.120.

(5) *Effective Date.* This Ordinance shall become effective upon adoption, signature, and posting.

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

ADOPTED this 17th day of May, 2016.

By:

Ken Romney, Mayor

Attest:

Cathy Brightwell, City Recorder

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

MEMORANDUM



TO: Mayor & Council
DATE: May 12, 2016
FROM: Duane Huffman
RE: **NEW Interlocal Agreement for Animal Control Services**

Davis County has provided animal control services to each municipality in the county for many years. In the summer for 2015, the County contacted the cities to express their concerns with how the funding was structured, and since that time all groups have jointly negotiated a new funding structure, and with it, a new interlocal agreement.

Under the proposed arrangement, the cities will jointly be responsible for 50% of the costs of animal control services (minus any fees received) and will also contribute to a capital improvement fund. City representatives will now participate in a budget committee for animal control. The following table shows the impact of this new structured as compared to previous years' costs for West Bountiful:

	2013	2014	2015	2016
General Services	\$11,918	\$9,558	\$7,132	\$7,236
Wild Nuisance Pick-up	\$795	\$335	\$1,422	\$1,519
Capital Improvement	\$0	\$0	\$0	\$590
Total	\$12,713	\$9,892	\$8,554	\$9,346
		-22%	-14%	9%

WEST BOUNTIFUL CITY

RESOLUTION #389-16

A RESOLUTION APPROVING THE 2016 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL SERVICES

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

WHEREAS, the West Bountiful City Council met in a regular session on May 17, 2016 to consider, among other things, entering into a new interlocal cooperation agreement between Davis County and West Bountiful City; and,

WHEREAS, the parties previously entered into an Inter-local Cooperation Agreement for Animal Control Services dated March 12, 2013, which is labeled Davis County Contract No. 2013-73, and by which the County agreed to provide animal services to the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES found in Exhibit A is hereby adopted and replaces Davis County Contract No. 2013-73.

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

Passed and approved by the City Council of West Bountiful City this 17th day of May, 2016.

Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	___	___
Councilmember Bruhn	___	___
Councilmember Enquist	___	___
Councilmember Preece	___	___
Councilmember Williams	___	___

ATTEST:

Cathy Brightwell, Recorder

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the “Department”), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the “Shelter”);

D. WHEREAS, the City desires to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City’s limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City’s animal control ordinance;
- 2) Issue notices of violation of the City’s animal control ordinance;
- 3) Issue citations for violations of the City’s animal control ordinance;
- 4) Collect fees and costs pursuant to the City’s animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department’s emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

- 12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;
- 13) Investigate all incidents involving actual or purported animal bites or rabies; and
- 14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

- a. The County shall furnish all necessary receipt books and dog/cat tags for the City;
- b. Receipts for dog licenses sold by County employees shall be issued by those County employees;
- c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and
- d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

- a. The County from its general fund;
- b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;
- c. The capital projects fund regarding the Shelter;
- d. The fines, fees, costs, or otherwise collected under this Agreement; and
- e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<p><u>To the City:</u> West Bountiful City Attention: City Manager 550 N 800 W West Bountiful, UT 84087</p>	<p><u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025</p>
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

WEST BOUNTIFUL CITY

Mayor
Dated: _____

ATTEST:

West Bountiful City Recorder
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

West Bountiful City Attorney
Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		121.5
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		121.5/ <u>11,543</u> 1.05%
The City's 2016 Calendar Year Obligation to the County:		\$7,236.31

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	59
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$1,519.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	1.05%
The City's 2016 Calendar Year Obligation to the County:	\$590.10

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

MEMORANDUM



TO: Mayor & Council

DATE: May 12, 2016

FROM: Duane Huffman

RE: **Proposed Budget Amendments for Fiscal Year 2015-2016 (3rd Amendment)**

The following changes are recommended for the current fiscal year. As this is intended to be the final amendment for the fiscal year, staff will continue to monitor items until later in the month, so amount may be adjusted for a final recommendation at the June 7th and 21st meetings.

General Fund

- Recognize \$20,000 in additional building permit fee revenue based on higher than anticipated; growth of previous year's property tax collections received in current fiscal year;
- Increase Part-time Admin salary expenditure by \$2,000 for summer internship;
- Increase Building Inspection service expenditure by \$20,000;
- Reduce Election expenditure by \$2,000 for lower than anticipated costs;
- Increase Fire Protection expenditure by \$10,800;
- Increase Snow Plow expenditure by \$4,700;
- Reduce Park Capital Improvement expenditure by \$35,000 (monument signs);
- Transfer \$55,000 to Storm Water Fund to partially cover cost associated with storm water portion of the Pages Lane Project;
- Reduce sales tax sharing payments by \$126,000 to recognize completion of sales tax sharing period;
- Transfer need amount to West Yard Fund to bring fund balance within parameters.

RAP Fund

- Recognize revenue grant of \$25,000 for basketball project¹;
- Increase of \$34,000 expenditure to cover expenses related to improvements at City Park; (playground/volleyball/basketball)¹;
- Increase of \$10,000 expenditure for additional irrigation improvements at City Park.

¹ This was included in the memo of the last amendment, but did not make it into the tables.

Water Fund

- Increase of \$20,000 expenditure in Waterline Maintenance and Repair for costs of replacing line under Legacy Parkway and Pages Lane;

Pages Lane Fund

- Recognize transfer from General Fund for storm water improvements;
- Recognize increased transfer from Storm Water fund for storm water improvements;
- Increase Storm Water expenditures by \$96,300.

The process for the consideration and adoption of these changes is identical to that of a standard budget adoption. The steps are as follows:

1. Tentatively adopt changes (or modify and then tentatively adopt);
2. Set Public Hearing;
3. Provide notice of public hearing and make tentative changes available for public inspection;
4. Hold Public Hearing;
5. Make modifications to changes as desired after receiving public input and vote on final adoption of amendment.

Enclosed with this memo is a copy of the complete budget with the proposed changes identified.

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 May 17, 2016

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

Reserve Officer Program

No Information to Report

Alcohol Officer Program

Officer Eric Braegger has resigned his position with West Bountiful as a part-time Alcohol Enforcement Officer.

Crossing Guards

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

Personnel

We are excited to announce that Jeremy Godfrey has accepted the full time job as a West Bountiful Police Officer. Jeremy comes to use with just over two years of experience. He started his career at the Utah State Prison and shortly after that was offered a job with Grantsville City Police where he is currently employed.

Asst. Chief Erikson and Sergeants Adams and Wilkinson have successfully completed the *Leading Police Organizations* training.

We will be selecting an officer during the next month that will be assigned as the full-time Detective.

EMPAC

The next EmPAC meeting will be May 17, 2016 at 5:30 pm. This is our first meeting to be held on Tuesday prior to the City Council meeting.

West Bountiful Police Department

Department Summary

4/1/2016 to 4/30/2016

Arrests

6

Adult	6	100.0%
-------	---	--------

Activities

1,314

Admin	192	14.6%
Assist	102	7.8%
Community Relations	8	0.6%
Deaths	1	0.1%
Investigation	72	5.5%
Patrol	148	11.3%
Property	2	0.2%
Security	567	43.2%
Service Call	63	4.8%
Stat Picklist Category Not Set Up	2	0.2%
Suspicious Activity	30	2.3%
Traffic	117	8.9%
Vehicle Accident	10	0.8%

Shift Time and Percent Accounted

926 hr. 24 min.

63.4%

Reports

219

CITATION REPORT	28	12.8%
INCIDENT REPORT	102	46.6%
OFFICER INFORMATION	85	38.8%
POLICE VEHICLE IMPOUND	4	1.8%

Department Summary

Crime Offenses

37

ARSON	1	2.7%
ASSAULT	2	5.4%
BURGLARY	1	2.7%
DAMAGE PROPERTY	1	2.7%
DANGEROUS DRUGS	5	13.5%
FAMILY OFFENSE	2	5.4%
FRAUD	5	13.5%
OBSCENITY	1	2.7%
PRIVACY VIOLATIONS	1	2.7%
PUBLIC PEACE	2	5.4%
SEX OFFENSE	1	2.7%
STOLEN VEHICLE	1	2.7%
THEFT	9	24.3%
TRAFFIC OFFENSE	5	13.5%

Accidents

10

Citation Violations

36

DUI	2	5.6%
Misdemeanor	8	22.2%
Traffic	22	61.1%
Warning	4	11.1%

1 **West Bountiful City**
2 **Planning Commission**

PENDING

May 10, 2016

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 May 6, 2016 per state
5 statutory requirement.

6 **Minutes of the Planning Commission meeting of West Bountiful City held on Tuesday,**
7 **May 10, 2016, at West Bountiful City Hall, Davis County, Utah.**

8

9 **Those in Attendance:**

10

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

14

15 **MEMBERS/STAFF EXCUSED:** Cathy Brightwell (City Recorder)

16

17 **STAFF PRESENT:** Ben White (City Engineer) and Debbie McKean (Secretary)

18

19 **VISITORS:** Randy Celia, Heather Sather, Gary Jacketta, Craig Jacobsen, Duane
20 Atwood, Terry Olsen, Kelly Enquist, James Bruhn.

21

22 The Planning Commission Meeting was called to order at 7:30 p.m. by Chairman Hopkinson.
23 Laura Charchenko offered a thought.

24 **I. Accept Agenda**

25 Chairman Hopkinson reviewed the agenda.

26 **ACTION TAKEN:**

27 **Mike Cottle moved to accept the agenda as presented. Terry Turner seconded the motion**
28 **and voting was unanimous in favor among members.**

29 **Business Discussed:**

30 **II. Public Hearing regarding a request by Terry Olsen for a 3 lot subdivision at**
31 **1014 West Pages Lane designated as Olsen Farms 8, and Rezone a Portion of the**
32 **Property from R-1-22 to R-1-10.**

33 **ACTION TAKEN:**

34 **Laura Charchenko moved to open the public hearing regarding Terry Olsen for a 3 lot**
 35 **subdivision at 1014 West Pages Lane Subdivision at 7:35 pm. Alan Malan seconded the**
 36 **motion and voting was unanimous in favor.**

37 **Introduction:**

38 Chairman Hopkinson instructed the public on how to proceed with the Public Hearing
 39 and shared his appreciation to the public for being here.

40 Ben White explained the nuances with the subdivision and described the said property.
 41 Two separate applications will be up for approval tonight. One of them will be the subdivision
 42 and the other a request to rezone the property.

43 **Public Comment:**

- 44 • **James Bruhn** (Terry Olsen's neighbor to the west). He is requesting that if there is
 45 rezone, he would like his property considered in the rezone as well.
- 46 • **Heather Sather** (Terry's neighbor) above proposed lot 3. Their property is
 47 approximately 1/3 of an acre. She feels the design of Mr. Olsen's property is lovely and
 48 she approves of the subdivision and rezoning.

49 **ACTION TAKEN:**

50 **Terry Turner moved to close the Public hearing regarding the request for a 3 lot**
 51 **subdivision at 1014 West Pages Lane at 7:40 pm. Laura Charchenko seconded the motion**
 52 **and voting was unanimous in favor.**

53

54

55 **III. Consider Request from Terry Olsen to Rezone his property at 1014 West Pages**
 56 **Lane from R-1-22 to R-1-10.**

57

58 Included in the Commissioner's packet was a site plan and a memorandum from Ben
 59 White dated May 4, 2016 regarding Olsen 8 Subdivision and Rezone Request. The
 60 memorandum included the following information:

- 61 • Mr. Olsen would like to subdivide his 2.5 acre parcel into three lots and one parcel.
- 62 • The north parcel is not a buildable lot due to utility lines.
- 63 • The majority of the street and utility improvements have been constructed for this
 64 subdivision.
- 65 • Curb and sidewalk would be a requirement along the Pages Lane portion of the property.
- 66 • Property is located in both the R-1-10 and the R-1-22 zones. Mr. Olsen would like to
 67 have the entire property zoned R-1-10. With a minimum proposal to realign the R-1-10
 68 boundary to allow him to square off lot 3 west boundary.

- 69 • The proposed subdivision can be constructed without a rezone.
- 70 • Reference to municipal code (17.12.030.E.)
- 71 • Staff suggestion to follow proposed property lines so there are not multiple zonings
- 72 within one single property.
- 73 • Recommendations for possible motions.
- 74

75 **Commissioner's Comment:**

- 76 • **Chairman Hopkinson** stated that there is consternation over spot zoning and mentioned
- 77 various reasons for that. He asked Mr. Olsen if his request is due to the Lot # 3
- 78 configuration. He asked what his plans would be for the shop on his property. Mr. Olsen
- 79 stated that it would remain the same. He pointed out that his property is half R-1-10 and
- 80 half R-1-22. Terry Olsen pointed out on the diagram his property and how it came to
- 81 being laid out as it was. He noted that in order to enhance the properties to the west, he
- 82 traded ground from the west side of his property to the east. He stated that it makes
- 83 building impossible unless he is either one zone or the other. He informed the
- 84 Commission that all amenities are in. Terry pointed out his plans for realigning property
- 85 lines for Lot 3. The last parcel along 1850 North is unbuildable due to utility lines.
- 86 Mixing the good land with this parcel of land would be a benefit to him. He desires all
- 87 lots to be in the R-1-10 zone.
- 88 • **Ben White** confirmed that the east side of the property is zoned R-1-10. It is not ideal
- 89 for this property to be in separate zones. The majority of the property is zoned R-1-22
- 90 and according to our ordinances would be the presiding zone.
- 91 • **Chairman Hopkinson** pointed out the recommendations on the memorandum from
- 92 Staff.
- 93 • **Alan Malan** asked Mr. White about the parcel on the north side of the property which is
- 94 half acre in size. Mr. White stated that it is buildable but is not a desirable lot. The
- 95 property could be made buildable in the future but meets the minimum size for the zone.
- 96 If the zoning was R-1-10 it could become a buildable lot. Adding adjoining property
- 97 could also make it a buildable lot. Mr. White stated that it makes more sense to have all
- 98 lots the same zone.

99 Some discussion took place regarding possibilities for the property and the effects of
 100 adjacent property owners. It was also a topic of discussion as to what would be the best situation
 101 for that area. Further discussion took place regarding the rezoning of property all the way to
 102 1100 West. The Commission discussed the mixing of zones and the pros and cons and the
 103 options to take action upon.

104

105 **ACTION TAKEN:**

106 **Mike Cottle moved to propose a recommendation to city council to rezone all the of the**
 107 **Olsen 8 property from R-1-22 to R-1-10. Laura Charchenko seconded the motion and a**
 108 **roll call vote was taken as shown below:**

109

110

111

112 **Mike Cottle-Aye**
 113 **Terry Turner- Nay**
 114 **Laura Charchenko- Aye**
 115 **Denis Hopkinson- Aye**
 116 **Alan Malan- Nay**

117
 118 **Motion passed 3 to 2 in favor.**

119
 120

121 **IV. Consider Preliminary Plat for Olsen Farms 8 Subdivision**

122
 123 **ACTION TAKEN:**

124
 125 **Laura Charchenko moved to approve the preliminary plat for Olsen 8 Subdivision with the**
 126 **condition that curb, gutter and sidewalk be placed along Pages Lane. Alan Malan**
 127 **seconded the motion and voting was unanimous in favor.**

128
 129

130 **V. Consider Preliminary Plat for the Cottages at Havenwood Subdivision**

131
 132
 133

Information from Staff was reviewed from the memorandum.

- 134 • **Alan Malan** would like to see one more street light. Mr. Malan also thought that fencing
 135 was required around all properties. Mr. White informed him that it is only being built
 136 around the boundaries of the development and is not a condition for the developer to put
 137 fencing around every property.
- 138 • **Laura Charchenko** questioned the size of the homes required being 1500 square feet.
- 139 • **Terry Turner** asked the Ovation representative how he envisioned this development
 140 would add value to our community. He stated that the homes are well designed and have
 141 variety. All of their communities are well received across the valley.
- 142 • **Chairman Hopkinson** inquired if there is an agreement with Davis County for the
 143 drainage plan and development plan for discharging water. Mr. White stated that there is
 144 an agreement in place that will take care of this situation. The capacity of the canal will
 145 be increased. The design for Weber Basin will be in place before final approval.
 146 Chairman Hopkinson asked if side yard easements will be in place for the final approval.
 147 Mr. White responded in the affirmative.

148

149 There was great hesitancy for any Commissioner to make a motion at this time due to the
 150 process that took place coming to this point. Ben White reminded the Commissioners that
 151 approval was already given for this development from the City Council and the planning
 152 commission's duty is to address the preliminary plat as they would for any subdivision.

153

154 **ACTION TAKEN:**

155 **Mike Cottle moved to approve the Preliminary Plat application for the Cottages at**
 156 **Havenwood Subdivision as presented. Laura Charchenko seconded the motion and voting**
 157 **was done by roll call as shown below:**

158 Mike Cottle - Aye
 159 TerryTurner - Nay
 160 Denis Hopkinson - Aye
 161 Laura Charchenko - Aye
 162 Alan Malan - Nay
 163
 164

165 **VI. Consider Conditional Use Permit for Lost Boys Garage & Fabrication, previously**
 166 **Tracy's Repair Center, at 1387 West 1200 North.**
 167

168 Packet included a Conditional Use Application from Randy Celia and a memorandum
 169 from Ben White/Cathy Brightwell dated May 6, 2016 regarding Lost Boys Garage &
 170 Fabrication. The memorandum included the following information:

- 171 • Lanny Tracy has been providing automotive repair, restoration and Customization
 172 services on a grandfathered basis for many years at 1387 West 1200 North. It was a pre-
 173 existing business prior to annexing into the City.
- 174 • Mr. Tracy is passing his business on to Randy Celia but still plans on living on the
 175 property. Mr. Celia will lease the property for the same type of business and do business
 176 under the name of Lost Boys Garage and Fabrication.
- 177 • The Planning Commission granted Mr. Tracy a conditional use permit in 2003.
- 178 • A list of conditions were included in the memorandum.
- 179 • Staff recommendation was to grant the Permit with the same conditions as previously
 180 required.

181
 182 Ben White gave a brief history of the business. The property was annexed into the City
 183 many years ago and has some interesting nuances to our city ordinance. The business is
 184 grandfathered because it existed prior to being annexed into the city. Mr. White spoke to the
 185 Property Ombudsman and reported that he felt that the owner had rights that were probably hard
 186 to challenge regarding continuing the business even if he does not manage it himself. If the
 187 house were to be torn down, that would create a new scenario to consider.
 188

189 Mr. Randy Celia was invited to take the stand. Ms. Charchenko inquired about the
 190 vehicles that are to the east of the property and what the plans were for the vehicles. Mr. Celia
 191 replied that the vehicles currently there will be removed. He will not be working on big trucks
 192 and semi's. He stated that he has adequate storage inside the shop for the vehicles he will be
 193 working on. He informed them that he will be the only employee.
 194

195 **ACTION TAKEN:**

196 **Alan Malan moved to approve the conditional use permit application for Lost Boys Garage**
 197 **and Fabrication for Randy Celia with the same conditions as those imposed to Lanny**
 198 **Tracy in 2003. Findings per the Conditional Use Ordinance, Section 17.60.040, include the**
 199 **proposed use at the particular location is necessary or desirable to provide a service or**
 200 **facility that will contribute to the general well-being of the neighborhood and community;**
 201 **will not be detrimental to the health, safety, or general welfare of persons residing or**
 202 **working in the vicinity, or injurious to property or improvement in the vicinity; the**
 203 **proposed use and/or accompanying improvements will not inordinately impact schools,**

204 **utilities, and streets; and the conditions to be imposed in the conditional use permit will**
205 **mitigate the reasonably anticipated detrimental effects of the proposed use and accomplish**
206 **the purposes of this subsection. Mike Cottle seconded the motion and voting was**
207 **unanimous in favor.**

208
209

210 **VII. Staff Report**

211 **Ben White reported:**

- 212 • Moratorium may be put on PUD ordinance for revamping.
- 213 • This Friday at 1:30 pm there will be a ribbon cutting at City Park for the new basketball
- 214 courts. Representatives from Larry Miller Charities, the Jazz, Jazz bear, Jazz dancers,
- 215 and city officials will be there. Hot dogs will be served.
- 216 • Sidewalk on 800 West should be done in the next week or so.

217

218 **IV. Approval of Minutes of April 26, 2016.**

219

220 **ACTION TAKEN:**

221 **Laura Charchenko moved to approve of the minutes dated April 26, 2016 as corrected.**
222 **Alan Malan seconded the motion and voting was unanimous in favor among those**
223 **members present.**

224

225 **IX. Adjournment**

226

227 **ACTION TAKEN:**

228 **Alan Malan moved to adjourn the regular session of the Planning Commission meeting.**
229 **Laura Charchenko seconded the Motion. Voting was unanimous in favor. The meeting**
230 **adjourned at 8:50 p.m.**

231

232

233

234 The foregoing was approved by the West Bountiful City Planning Commission on May 10, 2016, by
235 unanimous vote of all members present.

236

237 _____

238 Cathy Brightwell – City Recorder

239

1 **Minutes of the Special West Bountiful City Council meeting held on Tuesday, April 26,**
2 **2016 at West 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:** Ben White (City Engineer), Asst. Police Chief Ereksen, Steve Maughan (Public
10 Works Director), Paul Holden (Director of Golf), Patrice Twitchell (Finance), and Cathy
11 Brightwell (City Recorder/Secretary)

12
13 **VISITORS:** Alan Malan, Gary Jacketta

14
15
16 Mayor Romney called the Special Meeting to order at 6:35 pm.

17
18 **1. Accept Agenda.**

19
20 **MOTION:** *James Bruhn moved to accept the agenda except item 3 which will be*
21 *tabled. Mark Preece seconded the Motion which PASSED by*
22 *unanimous vote of all members present.*

23
24 **2. Public Comment.**

25
26 No comments.

27
28 **3. Consider Ordinance 376-16, An Ordinance Creating a Planned Use Development**
29 **for 9.13 acres of real property (previously known as “Pony Haven”) located within**
30 **the City at approximately 690 West 1600 North.**

31 Tabled.

32
33 **4. Continue Discussion on Fiscal Year 2016/2017 Budget Development.**

34
35 Duane Huffman began the discussion with the Water Fund.

36
37 WATER FUND

- 38 - Impact fees from home construction show an error, \$8K should be \$80K.
39 - Utility revenues are forecast at a 1% growth.
40 - Contributions and Transfers – last year we budgeted \$1M from Holly’s Water Agreement
41 but the new water line will not be completed until next year so we’re showing half now
42 and half later.
43 - Expenditures – standard 2% merit increase.
44 - Health insurance is going up 1.5%.

- 45 - Waterline Maintenance and Repair \$45K amended from current year for the Legacy
- 46 Highway repairs.
- 47 - Waterline supplies \$22K includes new valve lids and backflow lids.
- 48 - Capital Outlay for Equipment includes an additional pump - \$2,500, pogo stick for
- 49 packing ground when digging \$3K, and GPS so we can accurately mark and map our
- 50 waterlines \$20K. Ben pointed out that we spend close to \$10K to Hill & Argyle now
- 51 which would probably drop to about \$1k when we are able to map our lines.
- 52 - Stone Creek well – standard expense is \$10k/year. We are looking at a company to come
- 53 in to treat the well; depending on what we find and what is needed, more money may be
- 54 required to make the repairs.
- 55 - Capital Projects Outlay for Hydrants – flushing station to help with dead end lines \$5.5K
- 56 - Capital Projects Outlay for Equipment - loader and roller (\$81K) would be split with
- 57 general fund 50/50.
- 58

59 The Water Fund will end this year \$725k in the black; next year will be \$722k in the red.
60 There will still be significant cash on hand for future projects.

61
62 There was a discussion of projects.

63 The 500 South water line will be completed this summer. We may want to begin
64 thinking about a new well for next year. It will likely cost around \$1M. 660 West water lines
65 are old but not breaking; we may not have enough street funding to do it next year. Jessi's
66 Meadow's is in need of a total street rebuild. 800 West from 400 North to Pages will be a big
67 project and will take several years to bank enough or we could split it over a couple of years.

68
69 There was discussion about transportation funding, including a review of the several
70 funding sources, with Prop 1 sale tax expected to add about \$160,000 a year. As discussed
71 earlier, even with the new source, street funding will not be able to keep up on an annual basis
72 with water funding.

73
74 Duane said we are trying to balance all funding sources. Historically our planning has
75 been emergency based but we are getting close to being able to plan more strategically. Water
76 funding is better than Streets funding although Proposition 1 will help. He referred back to Page
77 8 of the V2 draft to review the plans for Proposition 1 monies.

78
79 Over the past six years the City has replaced half of its 50k miles of old water lines.
80 Steve Maughan commented that we want to keep good roads good which means maintaining and
81 replacing the old ones as we can. We need to make sure they are built to a good standard.

82
83
84 SOLID WASTE FUND

- 85 - Includes funding for a potential 4% increase in tipping fees – the final increase will
- 86 depend on cost-of-living index changes, but it cannot be more than 4%.
- 87 - Clean-up funds were increased last year and covered two clean-ups plus the January tree
- 88 limb pick-up.
- 89 - Increase for new cans; ours are getting old and breaking and we expect more demand.

90 - Projected to end the year with \$23,607 more in revenues than expenditures.

91

92 There was discussion about what other services we may want. Ideas included adding an
93 additional clean-up; collecting tires, chemicals, televisions, hazardous waste, etc.; and working
94 with Bountiful to pay to make their landfill available to our residents.

95

96

97 STORM DRAIN FUND

98 - Increase in staff time allocated to Fund.

99 - Computer equipment – a tablet to be dedicated to SWPPS so it can be used in the field
100 and data then transferred to long term storage.

101

102

103 RAP TAX

104 - Funds available for FY-17 are expected to be \$336,752 from RAP and \$49k from impact
105 fees. Projects included in the draft were \$4k for trail improvements and \$19k for park
106 improvements, leaving a balance of \$309,252 in RAP and \$49k in impact fees.

107

108 There was discussion about potential projects for which RAP money could be used
109 including parks, trails, and the golf course. Mayor Romney asked for a straw poll to get a sense
110 of who supports using RAP for the golf course for things like pro shop improvements to make a
111 nice reception center and increase tournament capacity, fencing, etc. Council member Williams
112 said he believes RAP money should be used to support the Course. He added that he would love
113 to see a strategy for long term plans for the golf course. Council member Ahlstrom commented
114 that he has always been baffled why the City has been reluctant to spend RAP money on the
115 Course. Council member Preece said he is also ok using RAP funds on the Course. Mayor
116 Romney added his personal opinion is to move forward with about 75% of what was presented
117 as needs on the Course from RAP funds. Last year we were going to spend \$60-80K but the
118 Course ended up covering it so we didn't need to.

119 Mr. Huffman asked what he should include in the tentative budget next week. He
120 suggested one way to get more community support, give more value, and defend using RAP
121 funds for the Course would be to host events for residents. When asked if we know the
122 percentage of golfers who are West Bountiful residents, Paul Holden responded that is something
123 we have begun to track this year.

124 There was discussion about whether RAP money can be banked or used up each year.
125 Mr. Huffman said there is no requirement to keep a certain amount in the Fund. Council
126 member Ahlstrom encouraged members to think about whether they want to come up with
127 projects that would drain the Fund each year or save some. He said if, as a group, they decide all
128 the money can be spent each year; it gives them a better idea how to plan projects.

129 Mayor Romney asked Staff to collect and compile a comprehensive list of projects for the
130 Council to review and rank for a future meeting.

131

132

133

134

135 **5. Adjourn.**

136

137 **MOTION:** *Kelly Enquist moved to adjourn this special meeting of the West*
138 *Bountiful City Council at 8:30 p m. Andy Williams seconded the Motion*
139 *which PASSED by unanimous vote of all members present.*

140

141

142

143 *The foregoing was approved by the West Bountiful City Council on Tuesday, May 17, 2016.*

144

145

146

147

Cathy Brightwell (City Recorder)

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, May 3, 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:** Duane Huffman (City Administrator), Paul Holden (Director of Golf), Steve
10 Doxey (City Attorney), Ben White (City Engineer), Chief Hixson, Steve Maughan (Public
11 Works Director), Patrice Twitchell (Finance Clerk) and Cathy Brightwell (City
12 Recorder/Secretary)

13
14 **VISITORS:** Alan Malan, Gary Jacketta, Darrin Zesiger, Gary Spilman, Jeff Wilkinson,
15 Craig Jacobsen, Jeff Olsen, Carrie Olsen

16
17
18
19 Mayor Romney called the work session to order at 6:05 pm.

20
21 • **Fiscal Year 2016/2017 Budget Development**

22
23 Duane Huffman distributed new budget sheets for review and described the process for the
24 tentative budget.

25 Mr. Huffman began by describing the proposed employee insurance options which are all
26 administered through PEHP. First is the traditional plan, second is the high deductible plan that
27 offers employees the opportunity to have lower out-of-pocket maximums or build a balance in a
28 Health Savings Plan, and third is the Opt-out Plan that allows employees who have health
29 coverage through another source to opt-out with a portion of the City's savings deposited into a
30 Health Reimbursement Account for the employee.

31 There was discussion about Option 3 and whether the Health Savings Plan (HSA) should
32 be loaded up front or added to each month. There was consensus to load it up front for the first
33 year and reevaluate next year.

34 The discussion then focused on the proposal for an additional FTE employee for public
35 works. Mr. Huffman explained that improvements at the Park have increased demand and we do
36 not have the employees to handle the additional work load especially when we are unable to find
37 adequate seasonal help. Two of our public works employees spend most of their time overseeing
38 construction projects, and we are not getting as many things done as we would like. He assured
39 them we could survive without it but we would not be able to provide the level of services we
40 could. Benefits would be to not burn out our current employees and to increase the level of
41 service provided to our residents, the down side would be that if the economy turns, down the road
42 we may need to let someone go. Duane explained the responsibilities for the position would
43 include facility maintenance, trees, trails, building maintenance, parking lots, mowing, small
44 patching jobs, and assisting with snow/trail plowing.

45 Mayor Romney added that Steve and our public works crew are always busy and do a lot
46 but we still don't have time to do things like flushing lines, etc., and he believes we could

47 definitely keep someone new busy. Council member Ahlstrom agreed; he believes there is a
48 strong need. We are going to continue to grow and our annual park maintenance will increase.
49 Mayor Romney said he does not believe there would be a problem using some RAP money, if
50 needed, and he supports adding the position. Council member Preece agreed and suggested that
51 expectations have grown as far as how our parks look. We want to keep moving forward with
52 improvements to our other parks and the city building. Council member Enquist commented that
53 we need a better level of care at the Park.

54 There was a question about whether we would need the new person if we decide to
55 contract out our park mowing next year and Mr. Huffman responded that we would but we could
56 drop the number of seasonal employees significantly.

57

58 Other budget items discussed:

59 The tax sharing money is being budgeted into a west yard capital project for now – it can be
60 moved later;

61 Additional money for sidewalk maintenance was discussed;

62 Additional money for street overlays was discussed;

63 Do we want to consider a new roads project, for example, 660 West? It would cost about
64 \$150k or should we take a year off and do it or a larger project next year? The consensus
65 was to wait a year.

66 Fire – included expense but not revenue. If the assessment goes up, tax revenue would
67 probably increase too.

68 We are always on the look-out for UDOT and Wasatch Front Regional Council
69 money/grants and have historically done well getting them.

70 We hope to have the property tax numbers in early June.

71 Loader – This is a good investment, in that after one year the loader is sold back for \$20K
72 more than the original price. The Return program will be good for at least four more
73 years.

74 Salt storage – Steve Maughan suggested we get portable concrete walls and a Quonset hut
75 roof to put on top, that way we can get by for a few years and move it if we end up
76 getting new property. Our current salt storage is not SWPPS compliant. There was
77 discussion about the need to find a site and get it nailed down soon. Duane commented
78 that we may be able to have property with salt storage and building layout in 3-5 years,
79 but not likely a new shop in that timeframe. There was agreement to leave it in the
80 budget.

81 RAP Fund – now includes expenditures for asphalt maintenance and a golf fund transfer.
82 Golf Fund - based on comments from last meeting, everything on the list other than sand
83 storage was included made possible by a transfer from the RAP fund.

84

85 Mayor Romney closed the work session at 7:25 pm.

86

87

88

89 Mayor Romney called the regular meeting to order at 7:35 pm.

90

91 Mark Preece offered a prayer; the Pledge of Allegiance was led by James Bruhn

92

93 **1. Accept Agenda.**

94

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

98

99 **2. Public Comment.**

100

101 Darrin Zesiger, 770 W 1660 N, said he is frustrated with the Pages Lane project. His
102 property is lower than the road, and he is concerned with having his yard slope back towards his
103 home. The City proposed to put in an eighteen inch wall but without any footings to help support
104 it. He is concerned that as soon as it frosts and snows, the wall will start to lean and the City made
105 it clear the wall would be his responsibility after the warranty period. Mr. Zesiger suggested
106 footings for the wall or building a block wall which he believes will be more stable. He said he
107 has offered to help so it will cost less to the City, but he doesn't think he should have to do it
108 himself or hire a contractor. Mayor Romney said he is aware of the issue and believes something
109 will be worked out so that both parties are happy.

110

111 Gary Spilman, 739 W 1950 North, told the Council that he testified last week at the
112 Ovation Homes public hearing on behalf of his neighborhood. He is concerned about the drainage
113 issues in the area and the constant groundwater his neighborhood has had to deal with for years.
114 He wants a groundwater drain line installed down the backs of the new properties going north and
115 pumped into the canal to deal with groundwater and artesian wells as he believed was proposed
116 earlier in the process. Surface drains won't cut it as they only deal with surface water. He
117 commented that when their homes were built forty years ago, he didn't know about the water
118 issues and was not prohibited from installing a basement. The original developer messed up and
119 he does not want to see it happen again. He added that it is important to let potential buyers know
120 about the problem and he will do it even if it means standing over there with signage and the news
121 media. He was adamant that the City needs to handle the problem.

122

123 Mayor Romney asked Ben White to summarize the issue. Mr. White said there is one,
124 maybe two, known wells on the property. The developer will cap them completely so there are no
125 residual impacts. He added several other safeguards including requirements of the Municipal Code
126 that developers take care their own surface water; there will be no basements; and underground
127 surface storm drains, with solid wall pipe, will be installed in each backyard that will each collect
128 water. The Code also requires safeguards on downstream drainage so a pump station that will
129 handle the anticipated storm run-off is being included in the Project. He added that if springs are
130 found during construction, the water will be collected and piped into the storm drain.

130

131 Mr. Spilman said he is not convinced this solves the problem. Mayor Romney commented
132 that we have a certain water table in West Bountiful, and ground water and surface water are
133 different and that addressing ground water elevation is not necessarily part of this development.
134 He asked staff to look into options that may assist the neighboring properties with groundwater
135 problems.

135

136 Duane Huffman added that the developer is controlling all their own water and providing
137 the City funding in lieu of additional amenities, which the City will use in part to have people tie
138 into the drains. It could also be used for some kind of underground drainage system if so desired
by the Council. He said we are talking with geotechnical engineers and looking into the issue.

139 Mayor Romney said once we get opinions from the engineers, the City will decide if it is worth it
140 to spend some money to get relief from existing ground water issues for the area.

141 Mr. Spilman concluded by stating the goal is to fix the problems before homes are built so
142 owners won't have to deal with the problems he and his neighbors have had.

143

144 **3. Consider Final Plat Approval for a 2-Lot Subdivision for Jeff Olsen at 1752 N 1100**
145 **West.**

146

147 Mr. Olsen has a 1-acre parcel in the R-1-22 zone on 1100 West that backs up to Eagle
148 Glenn Dr. that he wants to subdivide. Planning Commission recommends approval of the
149 subdivision with a requirement to add curb and sidewalk on 1100 West.

150

151 **MOTION:** *James Bruhn Moved to Give Final Plat Approval for a 2-Lot Subdivision*
152 *for Jeff Olsen at 1752 N 1100 West with a requirement that curbe and*
153 *sidewalk be installed. Andy Williams seconded the Motion which*
154 *PASSED.*

155

The vote was recorded as follows:

156

James Ahlstrom – Aye

157

James Bruhn - Aye

158

Kelly Enquist – Aye

159

Mark Preece – Aye

160

Andrew Williams - Aye

161

162 **4. Consider Resolution 388-16, A Resolution Naming the Chief of Police as the City**
163 **Council Designee to Authorize Amplified Music in City Parks.**

164

165 **MOTION:** *James Ahlstrom Moved to Approve Resolution 388-16, A Resolution*
166 *Naming the Chief of Police as the City Council Designee to Authorize*
167 *Amplified Music in City Parks. Mark Preece seconded the Motion which*
168 *PASSED.*

169

The vote was recorded as follows:

170

James Ahlstrom – Aye

171

James Bruhn - Aye

172

Kelly Enquist – Aye

173

Mark Preece – Aye

174

Andrew Williams – Aye

175

176

177

178

179

180 **5. Consider Proclamation Declaring May 19, 2016 as Arbor Day in West Bountiful City.**

181

182 **MOTION:** *James Ahlstrom Moved to Adopt a Proclamation Declaring May 19, 2016*
183 *as Arbor Day in West Bountiful City. James Bruhn seconded the Motion*
184 *which PASSED by unanimous vote of all members present.*

185

186 **6. Consider Ordinance 376-16, An Ordinance Creating a Planned Use Development for**
187 **9.13 acres of real property (previously known as “Pony Haven”) located within the**
188 **City at approximately 690 West 1600 North.**

189

190 Duane Huffman reviewed the changes made since the last meeting. Ovation Homes has
191 agreed to add a third pump to increase capacity of water being pumped into the canal and the cost
192 will be split between the developer and the City, with the City paying \$7500 which is
193 approximately half. The vault size has been increased to an acceptable level. We will review the
194 reports from the geotechnical engineer and determine, in conjunction with the development, if the
195 addition of a french drain would be beneficial to the existing homes. Mr. Jacobsen expressed a
196 willingness to cooperate.

197 There was discussion about pumping water to the canal and how a power outage may
198 affect neighboring homes. Mr. White noted that the pump station is designed such that in a
199 hundred year event no water should leave the subdivision as long as there is power to the pumps.
200 But if there is a loss of power, flooding may occur at 800 West and 1950 North due to an increase
201 in flow at that location, and he suggested a back-up generator may be needed.

202 There was also discussion about the difference in the amount of water currently leaving the
203 property compared to after development. Mr. White explained that today most of the water stays
204 on the property because the race track acts as retention, so after development the amount of water
205 leaving the property would increase without a pump station. Also, the final storm drain design
206 will be included in the final plat.

207 He also mentioned that the developer is proposing three street lights, one at each
208 intersection, and that discussion about a street name can be discussed as part of the final
209 subdivision approval.

210

211 **MOTION:** *Andy Williams Moved to Adopt Ordinance 376-16 Creating a Planned*
212 *Use Development for 9.13 acres of real property (previously known as*
213 *“Pony Haven”) located at approximately 690 West 1600 North. Mark*
214 *Preece seconded the Motion which PASSED.*

215

The vote was recorded as follows:

216

James Ahlstrom – Aye

217

James Bruhn - Nay

218

Kelly Enquist – Aye

219 Mark Preece – Aye
220 Andrew Williams - Aye
221

222 **7. Budget Officer Filing of Fiscal Year 2016/2017 Tentative Budget.**
223

224 Duane Huffman presented the Fiscal Year 2016/2017 Tentative Budget pursuant to state
225 law. He explained that once the tentative budget is adopted a public hearing will be scheduled.
226 The Final budget needs to be adopted before June 22.
227

228 **8. Consider Tentative Adoption of the Fiscal Year 2016/2017 Budget and Set Public**
229 **Hearing.**
230

231 **MOTION:** *James Ahlstrom Moved to Tentatively Approve the Fiscal Year 2016/2017*
232 *Budget as presented with the following changes: include \$100K for streets*
233 *overlay and \$15K for additional sidewalk maintenance. Also, set a Public*
234 *Hearing on June 7, 2016 for 7:30 p.m. at City Hall. Andy Williams*
235 *Seconded the Motion which PASSED by unanimous vote of all members*
236 *present.*

237 **9. Consider Motion to Adopt Employee Health Plans for Fiscal Year 2016/2017.**
238

239 Duane referred to the packet memo explaining three new options for employee health plans
240 which were discussed in more detail during tonight's earlier work session. There was discussion
241 about the different plans and agreement that the proposal provides good options for employees
242 while maintaining equal or lower costs to the City.
243

244 **MOTION:** *James Bruhn Moved to Adopt the Proposal to Offer Three Employee*
245 *Health Plans for Fiscal Year 2016/2017. Mark Preece seconded the*
246 *Motion which PASSED by unanimous vote of all members present.*

247 **10. Engineering/Public Works Report.**
248

249 Steve Maughan provided an update on the Pages Lane project. The water main line is in
250 place and has been tested and tie-in's are underway. He said they started working on the west end
251 so construction can follow installation of the storm drain. He mentioned the project is moving
252 slowly and it will be great once we get CenturyLink and Questar out. The Project has to be
253 finished by June 20 or the contractor is subject to \$1K per day damages.

254 The CDBG sidewalk project is moving along and we are still waiting for
255 telecommunication poles to be moved.

256 Irrigation at City Park has been revamped around the new basketball court and playground
257 but on south end the volleyball court messed up sprinkler lines and we are looking to get them
258 fixed while the contractor is there. There is a need to fix a lot of the irrigation lines on the south
259 end and to do what needs to be done may cost \$10K which could come from RAP or impact fees.
260 After discussion there was agreement to move forward with a budget amendment for this.

261 Steve finished by discussing the progress of the trail to the new restroom which is nearly
262 complete. Council member Ahlstrom asked about a low area of the trail where it transitions from
263 concrete to asphalt and needs to be fixed. Paul Holden said they are working on it.

264 Duane Huffman talked about the ribbon cutting event for the new basketball court
265 scheduled for May 13 at 1:30 pm. Officials representing the Jazz will be there. The City will
266 furnish hot dogs and chips.

267

268 **11. Mayor/Council Reports.**

269

270 James Ahlstrom - no report

271

272 Mark Preece – The Youth Council Mayor Pro Tem has announced he does not want to be
273 Mayor next year so they are looking for someone else to fill the position.

274 The Sewer Board is moving full bore on energy recovery and it may end up being electric
275 turbine instead of green gas. They are also enlarging the south plant for food waste collection.

276

277 James Bruhn – reported that Wasatch Integrated held their budget meeting, and due to the
278 recent wind storms will be open extended hours to take green waste.

279

280 Andy Williams - no report.

281

282 Kelly Enquist - no report.

283

284 Mayor Romney thanked staff for how well things are going. He added that with a lot of
285 potential development in the future, we may want to reconsider our P.U.D. Ordinance. We have
286 found flaws in the process and we may want to consider adjustments to minimum property size.
287 There was discussion about implementing a six month moratorium as we decide how to deal with
288 future requests. There was support to add the issue to the next agenda for discussion.

289

290 **12. Approval of Minutes from the April 19, 2016 City Council Meeting.**

291

292 **MOTION:** *James Bruhn Moved to Approve the Minutes from the March 15 Meeting.*
293 *Andy Williams Seconded the Motion Which PASSED by Unanimous Vote*
294 *of All Members Present.*

295

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

298

299 **MOTION:** *James Ahlstrom Moved to Go Into Executive Session at 9:20 pm in the*
300 *Police Training Room for the Purpose of discussing property . Mark*
301 *Preece seconded the Motion which PASSED.*

302

303 The vote was recorded as follows:

304 James Ahlstrom – Aye

James Bruhn - Aye

305 Kelly Enquist – Aye
306 Mark Preece – Aye
307 Andy Williams - Aye
308

309 **MOTION:** *James Bruhn Moved to Adjourn the Executive Session and Return to the*
310 *Regular Meeting at 9:38 pm. Mark Preece seconded the Motion which*
311 *PASSED by unanimous vote of all members present.*
312

313 **14. Adjourn.**
314

315 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*
316 *Council at 9:40 p m. Andy Williams seconded the Motion which PASSED*
317 *by unanimous vote of all members present.*
318

319 -----
320

321 *The foregoing was approved by the West Bountiful City Council on Tuesday, May 17, 2016.*
322

323
324 _____
325 Cathy Brightwell (City Recorder)