

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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West Bountiful, Utah 84087

Phone (801) 292-4486
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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,
JULY 19, 2016, AT THE CITY HALL, 550 N 800 WEST**

Invocation/Thought – Kelly Enquist; Pledge of Allegiance – James Ahlstrom

1. Accept Agenda.
2. Public Comment (two minutes per person, or five minutes if speaking on behalf of a group).
3. Consider Purchase Approval for the Following Budgeted Item Which Exceeds \$10,000: Golf Course Greens Mower.
4. Consider Resolution 393-16, A Resolution Approving The Form Of The Equipment Lease Agreement With Zb, N.A. dba Zions Bank, Salt Lake City, Utah. Finding That It Is In The Best Interests Of West Bountiful City, Utah To Enter Into Said Agreement, And Authorizing The Execution And Delivery Thereof. (Greens Mower)
5. Consider Renewal of City Administrator Employment Agreement.
6. Public Works/Engineering Report.
7. Police Report.
8. Administrative Report.
9. Mayor/Council Reports.
10. Approve Minutes from the June 21, 2016, and July 13, 2016, City Council Meetings.
11. Potential Executive Session for the Purpose of Discussing Items Allowed, Pursuant to Utah Code Annotated 52-4-205.
12. 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 July 15, 2016.

MEMORANDUM



TO: Mayor & Council
DATE: July 15, 2016
FROM: Duane Huffman
RE: **Purchase Approval – 1 Ton Dump Truck**

The recently adopted FY 2017 budget includes funding for several pieces of equipment. The City's procurement code requires that purchases of \$10,000 or more first be approved by the City Council.

In accordance with the budget, staff proposes the following purchase. All listed prices are according to state-negotiated contracts.

1. Tee Mower for Lakeside Golf Course - Toro Greensmaster 3150-Q - \$37,180 (\$41, 131.93 if lease-purchased over 6 years at 2.74 % - \$3,427.66 semi-annual payments).

Additional purchases expected to come before the Council in the near future include police vehicles, public works truck, asphalt roller with trailer, police radios, and chemical storage room.



TURF EQUIPMENT
& IRRIGATION INC.

Turf Equipment & Irrigation, Inc.
1630 South Gladiola Street
Salt Lake City UT 84104

lakeside G. C.

Prepared for:
Josh Virostko



Proposal Date: 04/19/2016
Expiration Date: 05/19/2016
Quote ID: 2026136

Utah State Contract MA2188

Prepared by:
Scott Allen
scott.allen@turfequip.com

Qty	Model Number	Description	MSRP	
			Unit Price	Extension
1	04358	Greensmaster 3150-Q	\$27,809.00	\$22,247.20
3	04654	11 BL Cutting Unit	\$7,791.00	\$6,232.80
1	04626	Narrow Wiehle Roller (.200" Spacing) (Set of 3)	\$1,107.00	\$885.60
3	04648	Universal Groomer Drive	\$5,358.00	\$4,286.40
3	04284	21 Groomer, Carbide	\$2,313.00	\$1,850.40
3	04270	Soft 21 Perfection Brush (Available end of May)	\$1,323.00	\$1,058.40
1	106-2643	GROOMER PULL LINK KIT, GR3150/3100/3050	\$659.78	\$527.82
1	115-4754	Wireless Hour Meter	\$114.24	\$91.39
			\$46,475.02	\$37,180.01

WEST BOUNTIFUL CITY

RESOLUTION #393-16

A RESOLUTION APPROVING THE FORM OF THE EQUIPMENT LEASE AGREEMENT WITH ZB, N.A. DBA ZIONS BANK, SALT LAKE CITY, UTAH. FINDING THAT IT IS IN THE BEST INTERESTS OF WEST BOUNTIFUL CITY, UTAH TO ENTER INTO SAID AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

WHEREAS, the City Council (the "Governing Body") has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to West Bountiful City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of West Bountiful City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of West Bountiful City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of West Bountiful City, Utah.

Section 3. The officers of the Governing Body and West Bountiful City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement. City is required to adopt an operating and capital budget for each fiscal year; and,

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

Passed and approved by the City Council of West Bountiful City this 19th day of July, 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

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of August 2, 2016, by and between ZB, N.A. dba Zions Bank, One South Main Street, Salt Lake City, Utah 84133 ("Lessor"), and West Bountiful City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean West Bountiful City, Utah.

“Lessor” shall mean ZB, N.A. dba Zions Bank, Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X August 2, 2016.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for six (6) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after August 2, 2016, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit “C.”

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the “Closing Date”), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee*. Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038–G or 8038–GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII
Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at West Bountiful City, Utah, 550 North 800 West, West Bountiful, UT 84087. Attention: Duane Huffman.

(b) if to Lessor, at ZB, N.A. dba Zions Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Five Hundred Dollars (\$ 500.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

- Exhibit A..... Description Of Equipment
- Exhibit B Resolution Of Governing Body
- Exhibit C Payment Schedule
- Exhibit D..... Opinion Of Lessee’s Counsel
- Exhibit E Delivery and Acceptance Certificate

Executed this ____ day of _____, 20____.

Lessor:

ZB, N.A. dba Zions Bank

By _____
Alex Buxton, Vice President

Lessee:

West Bountiful City, Utah

By _____
Kenneth Romney, Mayor

EXHIBIT A
Description Of Equipment

<u>Quantity</u>	<u>Description/Serial Numbers</u>
1	Greensmaster 3150-Q with equipment

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

July 19, 2016

West Bountiful City, Utah

The City Council (the “Governing Body”) of West Bountiful City, Utah met in regular session at its regular meeting place in West Bountiful City, Utah on July 19, 2016, with the following members of the Governing Body present:

Kenneth Romney	Mayor
James Bruhn.....	Council Member
James Ahlstrom.....	Council Member
Andrew Williams.....	Council Member
Mark Preece	Council Member
Kelly Enquist	Council Member

Also present:

Cathy BrightwellCity Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with ZB, N.A. dba Zions Bank, Salt Lake City, Utah. Finding that it is in the best interests of West Bountiful City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to West Bountiful City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of West Bountiful City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of West Bountiful City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of West Bountiful City, Utah.

Section 3. The officers of the Governing Body and West Bountiful City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____
Kenneth Romney, Mayor

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

I, Cathy Brightwell, hereby certify that I am the duly qualified and acting City Recorder of West Bountiful City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on July 19, 2016, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 20____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of West Bountiful City, Utah this _____ day of _____, 20____.

By _____
Cathy Brightwell, City Recorder

[S E A L] ↑

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

I, Cathy Brightwell, the duly qualified City Recorder of West Bountiful City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of West Bountiful City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at West Bountiful City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of West Bountiful City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on July 19, 2016, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the ____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the ____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of West Bountiful City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of West Bountiful City, Utah this ____ day of _____, 20_____.

By _____
Cathy Brightwell, City Recorder

[SEAL] ↑

EXHIBIT C
Payment Schedule

Lessee: West Bountiful City, Utah

Date of Lease: August 2, 2016

Amount Due: \$37,680.01

1. Interest has been computed at the rate of 2.75% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due semi-annually commencing February 2, 2017. The payments set forth on the attached debt service schedule shall be due on the 2nd day of February and August up to and including August 2, 2022.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

West Bountiful City, Utah

\$37,680.01 Equipment Lease Purchase

Dated August 2, 2016

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/02/2016	-	-	-	-
02/02/2017	2,909.56	2.750%	518.10	3,427.66
08/02/2017	2,949.57	2.750%	478.09	3,427.66
02/02/2018	2,990.12	2.750%	437.54	3,427.66
08/02/2018	3,031.24	2.750%	396.42	3,427.66
02/02/2019	3,072.92	2.750%	354.74	3,427.66
08/02/2019	3,115.17	2.750%	312.49	3,427.66
02/02/2020	3,158.00	2.750%	269.66	3,427.66
08/02/2020	3,201.43	2.750%	226.23	3,427.66
02/02/2021	3,245.45	2.750%	182.22	3,427.67
08/02/2021	3,290.07	2.750%	137.59	3,427.66
02/02/2022	3,335.31	2.750%	92.35	3,427.66
08/02/2022	3,381.17	2.750%	46.49	3,427.66
Total	\$37,680.01	-	\$3,451.92	\$41,131.93

Yield Statistics

Bond Year Dollars	\$125.52
Average Life	3.331 Years
Average Coupon	2.7499939%
Net Interest Cost (NIC)	2.7499939%
True Interest Cost (TIC)	2.7499939%
Bond Yield for Arbitrage Purposes	2.7499939%
All Inclusive Cost (AIC)	3.1786720%

IRS Form 8038

Net Interest Cost	2.7499939%
Weighted Average Maturity	3.331 Years

Lease 07/7/16 | SINGLE PURPOSE | 7/7/2016 | 3:36 PM

Initials of Lessee Signatory

EXHIBIT D
Opinion Of Lessee's Counsel
(Use Attorney's Letterhead)

To: ZB, N.A. dba Zions Bank
One South Main Street
Salt Lake City, Utah 84133

Gentlemen:

As counsel for West Bountiful City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated August 2, 2016, between the Lessee and ZB, N.A. dba Zions Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: ZB, N.A. dba Zions Bank

Reference is made to the Equipment Lease Agreement between the undersigned (“Lessee”), and ZB, N.A. dba Zions Bank (“Lessor”), dated August 2, 2016, (“the Lease”) and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “A” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

West Bountiful City, Utah

ATTEST:

CathyBrightwell,Recorder

By: _____
Kenneth Romney

Mayor

Date: _____

WEST BOUNTIFUL CITY Employment Agreement

THIS EMPLOYMENT AGREEMENT is made and entered into as of August 6, 2016 (the “*Effective Date*”), by and between WEST BOUNTIFUL CITY, a Utah corporation located at 550 North 800 West, West Bountiful, Utah 84087 (the “*City*”); and DUANE HUFFMAN, an individual residing at _____, Utah 84___ (“*Employee*”).

The City has employed Employee in the position of City Administrator under an Employment Agreement dated August 6, 2013. The City desires to continue employing Employee, and Employee is willing to continue working for the City, in accordance with the provisions of this Agreement and Chapter 2.12 of the West Bountiful Municipal Code, as amended (the “*Code*”).

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

1. EMPLOYMENT AND DUTIES. The City employs Employee in the position of City Administrator. Employee’s duties will be as provided in Chapter 2.12 of the Code, and as otherwise directed by the City Council in its sole discretion; provided, that any change of Employee’s position from that of the City’s Chief Administrative Officer will be deemed Termination without Cause (as defined below). Employee will devote substantially all of Employee’s time and attention to promoting the City’s business, and will be considered a full-time, exempt employee of the City.

2. COMPLIANCE WITH CITY POLICIES. In performing his duties, Employee will comply with the Code and other applicable law, as well as all policies and rules of the City as adopted from time to time, including those contained in the City’s Personnel Policies and Procedures Manual, as amended (the “*Policy Manual*”).

3. PERFORMANCE EVALUATION. Employee’s employment will be subject to performance evaluations to be conducted under the direction of the City Council at least annually. The parties will keep the performance evaluations confidential in accordance with applicable law.

4. COMPENSATION. Employee will be entitled to receive compensation in the form of salary and benefits as set forth in the attached **Exhibit A**. Employee’s compensation will be subject to periodic review and adjustment by the City Council in its sole discretion.

5. TERM AND TERMINATION. Unless sooner terminated as provided below, this Agreement will commence on the Effective Date and will continue for a term of three (3) years. Unless the parties negotiate a written renewal of this Agreement, any employment relationship extending beyond the term of this Agreement will be on an at-will basis.

a. Termination without Cause. *Either party may terminate this Agreement for any reason or for no reason at all upon written notice. The remedies provided in this Agreement for Termination without Cause (as defined below) are intended to supersede any other available remedy Employee may have in connection with his employment or the termination of his employment.* If the City terminates Employee’s employment without cause (“*Termination without Cause*”), it will pay Employee a severance benefit as described in **Exhibit A**. If Employee terminates his employment without cause, Employee will give the City thirty (30) days’ prior written notice of the termination and will provide the City, at its option, consulting services for sixty (60) days following the effective date of termination. Employee will provide such consulting services without compensation for the purpose of assisting the City to transition to a new city administrator.

b. Termination for Cause. The City may terminate this Agreement upon written notice for Cause, as defined below. For purposes of this Agreement, “*Cause*” means any of the following: (1) willful, knowing, grossly negligent, or negligent breach of or continued failure to substantially perform Employee’s duties under this Agreement (other than any failure resulting from disability); (2) willfully engaging in conduct that is demonstrably and materially injurious to the City’s business; (3) habitual and unexplained absenteeism, chronic alcoholism or drug addiction; (4) engaging in conduct involving a crime (other than minor traffic violations) or other act of moral turpitude; (5) gross insubordination; and (6) any willful, knowing, grossly negligent or negligent misapplication or misuse by Employee of public funds or other property owned by or entrusted to the City or any related agency. In the event of termination for cause, Employee will not be entitled to any severance benefit, and the City will be entitled to pursue any remedy available under this Agreement, at law, or in equity, including recovery of the City’s costs and reasonable attorney fees, both before and after judgment. The City’s remedies will be cumulative.

c. Retirement. This Agreement will terminate upon the retirement, adjudicated incompetency, or death of Employee.

d. Effect of Termination. Upon termination of the parties’ employment relationship for any reason:

(1) The City will be liable to compensate Employee for services and any accrued leave or vacation only through the effective date of termination;

(2) The City will be entitled to offset any unaccrued vacation, time off, or sick leave Employee may have taken against any amount owing for Employee’s final paycheck;

(3) The City will make available to Employee any other benefits required by law; and

(4) The provisions of this Agreement, other than those specifically related to the rights and obligations of the parties during the period of employment, will survive termination of the employment relationship.

6. DELIVERY OF CITY PROPERTY. Employee shall hold as the City’s property all keys, access codes, user names, passwords, memoranda, books, papers, forms, letters, data and other City documents or property that relate in any way to the City’s business, whether maintained electronically or otherwise, whether made by Employee or otherwise coming into Employee’s possession; and shall deliver all originals and copies, including electronic copies, of such documents and materials to the City upon the termination of Employee’s employment.

7. REPRESENTATIONS AND WARRANTIES. Employee represents and warrants that the fulfillment of Employee’s duties under this Agreement or as an employee of the City will not violate or breach any agreement or understanding with any third party, including any former employer of Employee.

8. MISCELLANEOUS PROVISIONS.

a. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given either at the time of delivery if personally delivered or sent by fax or other electronic means, or three (3) days after the time of mailing first class, postage prepaid, and addressed to the party at the address listed in the preamble of this Agreement or such other address as the party designates in writing by notice in accordance with the provisions of this subsection.

b. Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all previous or

contemporaneous representations or agreements of the parties in that regard. No modification of this Agreement shall be valid or binding unless made in writing and signed by all parties. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

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

d. No Partnership. The transaction contemplated under this Agreement is an employment relationship only, and does not constitute a partnership, joint venture, or other association between the parties. This Agreement does not confer any authority on Employee to bind the City other than as provided in the Code or by direction of the City Council.

e. Assignment. This Agreement will not be assignable by any party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement will be binding upon and shall inure to the benefit of the parties' respective successors, heirs, and assigns.

f. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICTS OF LAWS PROVISIONS, EXCEPT AS UTAH LAW MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH OR THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN DAVIS COUNTY, IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

g. Further Documentation. The parties will cooperate in executing and delivering any further documents required by law or this Agreement to carry out the terms of this Agreement.

h. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

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

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

THE CITY:

EMPLOYEE:

WEST BOUNTIFUL CITY

Kenneth Romney, Mayor

DUANE HUFFMAN

ATTEST:

Cathy Brightwell, City Recorder

EXHIBIT A

Compensation

Employee will be compensated as follows:

1. Salary. Employee will receive a gross annual salary at the level in effect as of the Effective Date, and thereafter as set by the City Council; provided, that any decrease in Employee's gross annual salary from its then current level without Employee's consent will be deemed Termination without Cause. Employee's salary will be payable every two weeks, net of applicable withholdings, in accordance with the City's regular payroll policies. Notwithstanding any provision of this Agreement, the Policy Manual, or any other City policy to the contrary, Employee will not be entitled to overtime pay or compensatory time off.

2. Benefits. The City will provide Employee the following benefits:

a. Car Allowance. The City will pay Employee \$200.00 per month as an allowance for automotive expenses. Employee will not be entitled to reimbursement for any other automotive expense.

b. Retirement. The City will contribute to the Utah Retirement System on Employee's behalf all amounts required by law. Upon written notice to the City, Employee may opt out of the Utah Retirement System and direct that such contributions be made to Employee's 401k plan, IRA, or other qualified retirement plan. In such event, the City will make the required contributions to the designated plan or account and will have no further obligation to contribute to the Utah Retirement System on Employee's behalf.

d. Personal Time Off. Employee will accrue leave and vacation time at the rate of five hours per pay period commencing as of the Effective Date. This leave and vacation time will be in lieu of any overtime pay, compensatory time off, or other paid leave, except for sick leave as allowed under the Policy Manual. Employee will schedule leave with the Mayor in advance.

e. Professional Development. The City will pay Employee's dues for membership in the Utah City Managers Association (UCMA), International City Managers Association (ICMA), and Utah League of Cities and Towns (ULCT). The City will pay for Employee to attend the annual ICMA conference bi-annually unless the City's budgetary circumstances do not so allow. Reimbursement for travel to other meetings or conferences held by any of these organizations will be determined by the City Council on a case-by-case basis and in accordance with the City budget.

f. Severance. In the event Employee receives a Termination without Cause as provided in Section 5.a of the Agreement, the City will pay Employee a lump-sum severance benefit, conditioned upon Employee's execution of a release of all claims against the City, as follows:

(1) If the Termination without Cause occurs within four (4) years after Employee's employment began, the severance benefit will be equivalent to four (4) months of Employee's salary at the time of termination, net of applicable withholdings;

(2) If the Termination without Cause occurs more than four (4) years but within five (5) years after Employee's employment began, the severance benefit will be equivalent to five (5) months of Employee's salary at the time of termination, net of applicable withholdings;

(3) If the Termination without Cause occurs more than five (5) years after Employee's employment began, the severance benefit will be equivalent to six (6) months of Employee's salary at the

time of termination, net of applicable holdings. In no event will the severance benefit be greater than this amount.

g. Other Benefits. Employee will be entitled to other benefits, not inconsistent with this Agreement, as provided in the Policy Manual or as required by applicable law.

3. Expenses. Except as otherwise provided in this Agreement, the City will reimburse Employee's expenses incurred to further the City's business as approved by the City Council on a case-by-case basis.

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 July 19, 2016

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

Reserve Officer Program

No Information to Report

Alcohol Officer Program

No Information to Report

Crossing Guards

No Information to Report

Personnel

Officer Jeremy Godfrey has completed his field training. He will be released from field training on July 15, 2016. He did a great job on his field training.

Sergeant Jeremy Adams will celebrate his 18 year anniversary with West Bountiful City on Friday, July 15, 2016.

EMPAC

The next EmPAC meeting will be held July 19, 2016 at 5:30 pm.

General Information

The Safety Fair was a success. We have received positive comments from the public and those that took part in the event.

The annual Beer Tax Grant has been approved and we will receive the funds in December.

The out of service time represented in the attached statistics are not accurate and shows a lower out of service time than it should. This problem is being corrected.

West Bountiful Police Department

Department Summary

6/1/2016 to 6/30/2016

Arrests	13	
Adult	11	84.6%
Juvenile	2	15.4%

Activities	1,311	
Admin	160	12.2%
Assist	111	8.5%
Community Relations	2	0.2%
Deaths	2	0.2%
Investigation	68	5.2%
Patrol	151	11.5%
Property	8	0.6%
Security	438	33.4%
Service Call	88	6.7%
Suspicious Activity	47	3.6%
Traffic	231	17.6%
Vehicle Accident	5	0.4%

Shift Time and Percent Accounted	1843 hr. 35 min.	35.6%
---	-------------------------	--------------

Reports	323	
CITATION REPORT	121	37.5%
EXPUNGEMENT	1	0.3%
FIELD CONTACT	6	1.9%
INCIDENT REPORT	102	31.6%
OFFICER INFORMATION	87	26.9%
POLICE VEHICLE IMPOUND	6	1.9%

Department Summary

Crime Offenses

57

ASSAULT	1	1.8%
BURGLARY	5	8.8%
CITY CODES	2	3.5%
COUNTERFEITING	1	1.8%
DAMAGE PROPERTY	4	7.0%
DANGEROUS DRUGS	4	7.0%
DEATH/INJURY	1	1.8%
FAMILY OFFENSE	4	7.0%
FLIGHT-ESCAPE	1	1.8%
FRAUD	3	5.3%
JUVENILE STATUS OFFENSES	1	1.8%
LIQUOR	1	1.8%
OBSTRUCTION POLICE	1	1.8%
PRIVACY VIOLATIONS	1	1.8%
PUBLIC PEACE	1	1.8%
STOLEN VEHICLE	1	1.8%
THEFT	9	15.8%
TRAFFIC OFFENSE	9	15.8%
WARRANT SERVICE	7	12.3%

Accidents

9

Citation Violations

145

DUI	1	0.7%
Fix it	9	6.2%
Misdemeanor	4	2.8%
Traffic	60	41.4%
Warning	71	49.0%

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

PENDING

July 12, 2016

3 **Posting of Agenda** - The agenda for this meeting was posted on the State of Utah Public Notice
4 website and the West Bountiful City website, and sent to Clipper Publishing Company on July 8,
5 2016 per state statutory requirement.

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

8

9 **Those in Attendance:**

10

11 **MEMBERS PRESENT:** Mike Cottle, Alan Malan, Corey Sweat and
12 Councilmember Andy Williams. Chairman Denis Hopkinson joined the meeting
13 at 8:45 pm.

14

15 **MEMBERS/STAFF EXCUSED:** Vice Chairman Terry Turner and Laura
16 Charchenko.

17

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

20

21 **VISITORS: Ryan Olsen, Breanne Olsen**

22 The Planning Commission Meeting was called to order at 7:30 p.m. by Commissioner Corey
23 Sweat. Mike Cottle offered a prayer. (Chairman Hopkinson was held up at the airport and will
24 join soon)

25 **I. Accept Agenda**

26 Commissioner Sweat reviewed the agenda.

27 **ACTION TAKEN:**

28 **Mike Cottle moved to accept the agenda as presented. Alan Malan seconded the motion**
29 **and voting was unanimous in favor among members.**

30 **Business Discussed:**

31 **II. Consider Conditional Use Application From Breanne Olsen for a Home Salon at**
32 **733 North 900 West**

33

34 Included in the Commissioner's Packets was a memorandum from Cathy Brightwell dated July
 35 8, 2016 regarding a conditional use permit for a home occupation permit for Bre's Villa Salon at
 36 733 N 900 West, a Conditional Use Application and a notice of intent to do business from
 37 neighbors.

38 The memorandum included the following information:

- 39 • Information regarding the filing of an application from Breann Olsen for a home
 40 occupation permit at her home 733 North 900 West for a Salon. She plans to have
 41 appointments on Tuesdays and Wednesday between 9 am and 7pm.
- 42 • Neighbors have been noticed and signatures obtained.
- 43 • Construction of a 12'x20' salon will be in the corner of her garage. (See site plan)
- 44 • One shampoo wash sink, two light stations, and two exits will be included. A bathroom
 45 is onsite in her home.
- 46 • There will be adequate off street parking to accommodate her business and customers
 47 will enter her business through the garage.
- 48 • Staff believes that the application meets the requirements of Chapter 5.28.040 Home
 49 Occupation Ordinance and Chapter 17.60- Conditional Uses.

50 Bre Olsen took the stand by invitation. She stated she desired to have a salon at her resident
 51 property as proposed

52 There were no questions from the Commissioners.

53 Staff informed the Commission that they have received a copy of her state license and the permit
 54 for building the salon in her garage is pending.

55 **ACTION TAKEN:**

56 *Mike Cottle moved to accept the Conditional Use Permit for Bre's Villa Salon at 733*
 57 *North 900 West with the following conditions Clients will park in the driveway or directly in*
 58 *front of the home, no external signage will be allowed, a non resident of the dwelling shall not*
 59 *be employed to work in the salon, a copy of Ms. Olsen's state cosmetology license will be*
 60 *provided to staff and a fire marshal inspection report must be provided to staff before issuing a*
 61 *permit. Commission considered the following affirmative findings were met to comply with the*
 62 *issuance of the Conditional Use Permit: The proposed use is desirable to provide a service that*
 63 *will contribute to the general well-being of the neighborhood and community, use will not be*
 64 *detrimental to the health, safety, or general welfare of persons residing in the vicinity, or*
 65 *injurious to property in the vicinity, use shall not inordinately impact the utilities or streets in*
 66 *the area and the proposed use will comply with the regulations specified in the R-1-10 zoning*
 67 *ordinance. Alan Malan seconded the motion and voting was unanimous in favor among those*
 68 *members present.*

69

70 III. Discuss Request for Annexation on 1450 West

71
72 Included in the Commissioner's packets was a site plan showing possible annexation at 1450
73 West.

74
75 Ben White informed the commissioners that land has been purchased and the annexation
76 application has been accepted and will be considered and processed in the near future. Ben
77 White explained the process as being very drawn out. First application is received and then
78 many notices are sent to various individuals and to the County. He stated that it could take up to
79 six months for the full process to take place. A public hearing needs to be held as well. Some
80 discussion took place regarding the process.

81 82 IV. Discuss Draft Storm Water Requirements

83 Included in the Commissioner's packets was a Storm Water Management Plan (SWMP) Permit
84 No. UTR090053 and a copy of the State of Utah Department of Environmental Quality Division
85 of Water Quality.

86 Ben White stated that it is mandatory for our City to create a plan in these regards or they will be
87 fined according. **Every city** must comply and if they cannot comply they have to state why they
88 are not able to comply. This Management Plan will go before the Council. An ordinance is
89 needed to sustain the items in the plan. This will be quite a large ordinance. The City will bear
90 whatever cost there is to bear to become in compliance and develop the plan.

91 Chairman Hopkinson asked the Commissioners if they were able to review the document in its
92 entirety. Some discussion took place regarding all the red tape that may/could go with this
93 creating this document.

94 Chairman Hopkinson wants to make sure that this is legal and binding and would like to know
95 why we are being mandated to adhere to these regulations instead of the County. Ben White
96 explained how we are responsible for what we dump into the system in our area. Mr. White
97 informed the Commission that due diligence has been done and the City has received a list of
98 things that we have to be in compliance with or we will be heavily fined.

99
100 Further discussion took place regarding this requirement. We must comply with Permit No.
101 UTR090053 Storm Water Management Plan. Chairman Hopkinson feels this will be very
102 burdensome on a city our size. He would like to know if the enforcement is the same for various
103 size entities. Mr. White stated that all cities regarding their size are required to comply with the
104 conditions of this permit and all requirements are the same. Ben White pointed out that they
105 have been trained and informed on this for over a year. Mr. White informed the Commissioners
106 that this has been very difficult for everyone in his league to accept these demanding
107 expectations and requirement.

108
109 Mr. White is in the process of drafting the ordinance for review and discussion and is using much
110 of the language included in the SWMP document and the State document given to them this
111 evening.

112
113

114 **V. Staff Report**

115 **Ben White reported:**

- 116 • Crack Sealing and seal coating are being done around the city in various places. This
- 117 process will help preserve the newer blacktop and the older roads will be left to be
- 118 included in a restructure as planned.
- 119 • Pages Lane has gotten the first bit of curb today. He is hoping Pages will be paved by
- 120 July 26th or there about. There will be a fabric overlay done. There will still be sidewalk
- 121 and other construction issues to work on. Hopefully by the end of August all work will
- 122 be done.
- 123 • UDOT will be coming across 400 North shortly after the completion of Pages Lane.

124 **Cathy Brightwell reported:**

- 125 • We now have our panic buttons activated.
- 126 • New phone list have been created for your use but not for public disclosure.

127

128 **VI. Approval of Minutes of June 14, 2016.**

129

130 **ACTION TAKEN:**

131 *Alan Malan moved to approve the minutes dated June 14, 2016 as presented. Chairman*

132 *Hopkinson seconded the motion and voting was unanimous in favor among those members*

133 *present.*

134

135 **Assignments Given by Chairman Hopkinson**

136 **VII. Adjournment**

137

138 **ACTION TAKEN:**

139 *Alan Malan moved to adjourn the regular session of the Planning Commission meeting.*

140 *Chairman Hopkinson seconded the motion. Voting was unanimous in favor. The meeting*

141 *adjourned at 8:22 p.m.*

142

143

144 The foregoing was approved by the West Bountiful City Planning Commission on July 26, 2016, by

145 unanimous vote of all members present.

146

147 _____

148 Cathy Brightwell – City Recorder

1 **Minutes of the West Bountiful City Council meeting held on Tuesday, June 21, 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), Steve Doxey (City Attorney), Ben White
10 (City Engineer), Todd Hixson (Police Chief), Steve Maughan (Public Works Director),
11 Paul Holden (Director of Golf), and Cathy Brightwell (City Recorder/Secretary)

12
13 **VISITORS:** Alan Malan, Chad, Nathan & Kyler Turner, Mike Sowby, Gary Jacketta,
14 Cynthia & Robert Lemmon, Kelsey Godfrey

15
16
17 Mayor Romney called the regular meeting to order at 7:34 pm.

18
19 Kyler & Nathan Turner recited the scout oath and led the Pledge of Allegiance.

20
21
22 **1. Accept Agenda.**

23
24 Item 2 will be moved to follow item 3.

25
26 **MOTION:** *James Bruhn moved to approve the agenda as modified. Mark Preece*
27 *seconded the Motion which PASSED by unanimous vote of all members*
28 *present.*

29
30 **3. Swearing In of New Police Officer, Jeremy Godfrey.**

31
32 Chief Hixson introduced Officer Jeremy Godfrey and he was given the Oath of Office by
33 Mayor Romney. Afterwards, Officer Godfrey introduced his family and thanked the City for
34 making him feel welcome.

35
36 **2. Public Comment.**

37
38 Mike Sowby, 884 W 2320 N, currently leases a portion of city property behind his home in
39 Birnam Woods subdivision. He said he and Mr. Frey requested permission from the City to install
40 buck and rail fencing on the leased property. The fencing was purchased and partially installed
41 before it became apparent that there was confusion about where the fencing would be installed.
42 City council understood the request was to install the fence on the eastern boundary line but that
43 the originally approved wire fence would be installed adjacent to the Legacy trail. Mr. Sowby and
44 Mr. Frey believed their request was clear that the buck and rail fence would be used for both the
45 eastern boundary and along Legacy trail.

46 Mr. Sowby explained that when they researched the different types of fencing they realized
47 the buck and rail was a better, sturdier fence and wanted to use it everywhere on the property.

48 Mr. Huffman showed a map of the property indicating where the fence will go and
49 confirmed that the fence along the Trail will be owned by the City and the remaining fence will be
50 owned by the lessees, except the already existing fence on the south side of the property.

51 Mayor Romney asked Staff to come up with a recommendation considering the fencing
52 and how to move forward and to bring the recommendation back at a future meeting.

53 Mr. Sowby asked to comment on an additional issue. He stated that the weeds and trees
54 along the Birnam Woods path are a mess, and asked if the City can do something to eliminate
55 them. He said he has been raising this issue for the eleven years he has lived there and they have
56 gotten worse. He mentioned adding plants or mulch might improve the area. Mayor Romney
57 agreed to look at options, especially now that we are considering projects for RAP funding.

58 Steve Maughan commented that the Birnam Woods Park has been on his list of things that
59 need to be cleaned up for a long time; he recognizes it needs work. He said he has been successful
60 in doing some things to help improve it and committed to continue to work on it. He said it has
61 been a priority of his and plans to focus on it now that a lot of the main Park projects are being
62 completed.

63

64 **4. Presentation by Boy Scouts Nathan and Kyler Turner Regarding their Request to**
65 **Install Bat Boxes at City Properties.**

66

67 Kyler and Nathan Turner have requested permission to place ten bat boxes around the City
68 as part of a Boy Scout Eagle project. They stated that bat boxes require no maintenance and are
69 much needed homes for bats to live and raise their young as growth of buildings and roads have
70 limited their options. They said they would like to help protect bats and have them help us cut
71 down on the number of mosquitoes (they can eat up to 1000 small insects per hour) which is a
72 more economical and healthy alternative to pesticides. They explained there are eighteen species
73 of bats in the area and their goal is to significantly decrease the mosquito population and help an
74 endangered species make a comeback. They added that they are seeking funding and donations of
75 materials from Home Depot, Lowe's, and Ace Hardware and will provide volunteer labor hours to
76 accomplish their goals.

77 They have contacted the Mosquito Abatement District but have not heard back from them
78 so have assumed they have no problem with the plan.

79 Council member Enquist, the City's representative on the Mosquito Abatement District
80 Board, commented that at a recent meeting several cities asked about installing similar bat boxes.
81 They were told that bat boxes likely do not work as well as some may think. He said they were
82 told that bats are opportunistic eaters and only a small percentage of what they eat is mosquitoes;
83 it takes time to get them to move into their new bat box home; and, bat droppings carry disease,
84 specifically histoplasmosis, so the health department has some concerns.

85 Chad Turner stated his boys have done a lot of research showing there are many benefits to
86 their proposal. He added that the current practice of spraying has negative impacts as well.

87 After some discussion, the Scouts were asked to provide more detailed information
88 regarding their research. Council member Ahlstrom told them that the City does not want to derail
89 anything but we need to be able to justify a decision. The City does not want unintended
90 consequences or problems in the future so bringing back more information will help allow
91 approval.

92 Duane Huffman suggested a possible resource is the Division of Wild Life, and Council
93 member Enquist will help them get in touch with Mosquito Abatement.

94 Mayor Romney said their proposal could be a great Eagle Scout project but he likes the
95 idea of talking with Division of Wild Life and Mosquito Abatement before making a decision.
96 Unless, they say there are major negatives, he hopes we can find a way to do it.

97
98
99 **5. Consider Resolution 390-16, A Resolution Adopting the Third Amendment to the**
100 **Fiscal Year 2015/2016 Budget.**

101
102 No discussion.

103
104 **MOTION: Andy Williams Moved to Adopt the Third Amendment to the Fiscal**
105 **Year 2015/2016 Budget. James Bruhn seconded the motion which**
106 **PASSED.**

107
108 The vote was recorded as follows:

109 James Ahlstrom – Aye

110 James Bruhn - Aye

111 Kelly Enquist – Aye

112 Mark Preece – Aye

113 Andy Williams - Aye

114
115
116 **6. Consider Resolution 391-16, A Resolution Adopting the Fiscal Year 2016/2017 Budget**
117 **and Certified Tax Rate.**

118 Duane Huffman reviewed the summary document included in the meeting packet that
119 outlined the specific items included in the budget. These items have been discussed in previous
120 meetings. He also talked about three changes from the tentative budget approved earlier.

121 First, we received the certified tax rate from the County last week, as well as the
122 corresponding dollar figure for revenues. As expected, this new amount is significantly higher
123 than what was included in the tentative budget.

124 Second, expenditures for our Fire budget were adjusted down to reflect the final budget of
125 the Fire District.

126 Finally, Class C funding was estimated to be \$211k but now we expect \$195k due to a
127 legislative change that unexpectedly resulted in rural counties getting more than expected. We are
128 not sure when these allotments will be corrected.

129 Mr. Huffman said we had included \$15k for additional sidewalk maintenance but removed
130 it in the present draft due to the change in Class C funds. With our higher than expected projected
131 General Fund balance of over \$1M, should we add it back in? Following discussion, it was agreed
132 that \$15k would be included in the Streets budget for sidewalk maintenance.

133

179 Packet memo included discussion of specific changes. The largest increases deal with
180 attempting to offset the rise in the cost of brass parts for larger water meters.
181

182 **MOTION: James Ahlstrom Moved to Adopt the Fiscal Year 2017 Consolidated Fee**
183 **Schedule. James Bruhn seconded the motion which PASSED.**
184

185 The vote was recorded as follows:

186 James Ahlstrom – Aye
187 James Bruhn - Aye
188 Kelly Enquist – Aye
189 Mark Preece – Aye
190 Andy Williams - Aye
191

192

193 **9. Public Works Report.**
194

195 Steve Maughan reported:

- 196 • Pages Lane Update – busy week but there is a light at the end of the tunnel.
 - 197 - Questar is swapping over its main lines tying them in north/south and east/west
198 in the 800 West intersection. They expect to be done by the end of week and
199 after final clean-up they plan to be gone by the middle of next week.200 - Once they are done we can finish up about 500 ft. of storm drain on the west201 end of the Project.202 - Concrete work should begin next week, then asphalt.203 - Century Link is waiting for us to get past 550 West due to changes in elevations204 then they'll come move pedestals, etc.205 - We will begin preparing the road for the parade and plan to use magnesium206 chloride to help keep the dust down.
- 207 • Our culinary well has worked well with the new float valve the past couple of weeks
- 208 which has been a big help because Holly has had a well down so they have been209 drawing a lot of additional water from us. They expect their well to be back up in the210 next day or two.
- 211 • Water samples for lead and copper have been taken this week from homes built in the
- 212 70's/80's. This testing is required every three years.
- 213 • Prospector Trail will be seal coated this week – Thursday from 400 No. to Porter Lane,
- 214 and Friday from Porter to Legacy, including Birnam Woods Park trail.
- 215 • Benches for the basketball court arrived today and will be installed this week.
- 216 • Mosquito Abatement will spray down Prospector trail tonight.
- 217 • Stringham Farms asphalt on 1000 N was pulled out and replaced.
- 218 • The asphalt will be repaired on 1100 West north of Pages Lane (in front of Olsen
- 219 Ranches). They will saw cut where the asphalt has cracked.
- 220 • Asphalt in front of the Chase development on Pages lane will be repaired by Advanced
- 221 Paving while they are here working on our Pages Lane Project.
-
- 222
-
- 223

224 **10. Police Report.**
225

226 Chief summarized his monthly report. He commended our crossing guards. Officer
227 Godfrey is nearing the end of his first month and is doing a great job. He is scheduled to end his
228 field training on July 9. At that time, Officer Chris Jacobsen will begin his new job as Detective.
229

230
231 **11. Administrative Report.**
232

- 233 • Duane Huffman reviewed the activity schedule for the Independence Day celebration
234 and said we will do our best to clean-up Pages Lane for the parade.
- 235 • He mentioned that interviews for the new public works parks/facilities position will be
236 held on Thursday between 1pm and 4pm and invited any council member wanting to
237 participate to attend.
- 238 • He added as a point of interest that we were contacted by Woodside Homes. They
239 stated that they are currently under contract for fifty acres of land at the corner of
240 Porter Lane and 1100 West. There are several issues with the property including a lot
241 of easements and overhead power lines. Staff will be meeting with them on Friday.
242

243 **12. Mayor/Council Reports.**
244

245 James Ahlstrom no report.
246

247 Mark Preece reported that Youth City Council is finished for the year and will start up
248 again in September. There are some members who will be helping at the Park on July 2.
249 Tomorrow, he will bring in candy and signs for the parade. He added that the monthly EmpAC
250 meeting was earlier tonight. Solar panels with an inverter have been installed on the CERT trailer
251 bringing in 400 Watts of power.
252

253 James Bruhn reported that he and Steve Maughan attended the Weber Basin tour; it was a
254 good day and they learned a lot. He also reminded members of the Arts Council Appreciation
255 dinner at the golf course on July 7 and asked them to RSVP as soon as possible.
256

257 Andy Williams - No report.
258

259 Kelly Enquist reported on his last Mosquito Abatement meeting. They had a presentation
260 about bat boxes, which was discussed earlier. He said they have noticed decreases in the number
261 of mosquitoes following west side development, for example, North Salt Lake's mosquito
262 numbers went down after Foxboro was developed. He also reported that No Spray requests last
263 for two years and then they attempt to contact the property owner.
264

265 Mayor Romney commented that the new Marquee sign looks good. He has received some
266 comments that at times there is too much information, making it difficult to read.

267 The Flag ceremony will be Monday, July 4, at 7:30 am with Ryan Stock, a non-
268 commissioned officer from Hill Air Force Base, and a local scout troop.
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10. Approval of Minutes from the June 7, 2016 City Council Meeting.

MOTION: *James Ahlstrom Moved to Approve the Minutes from the June 7, 2016 City Council Meeting. Andy Williams seconded the Motion which PASSED by Unanimous Vote of All Members Present.*

11. Executive Session for the Purpose of Discussing Items Allowed Pursuant to Utah Code Annotated 52-4-205, Specifically Sections (c) Pending or Reasonably Imminent Litigation, and (d), purchase, exchange, or lease of real property.

There was no Executive Session.

14. Adjourn.

MOTION: *James Bruhn moved to adjourn this meeting of the West Bountiful City Council at 9:15 p.m. James Ahlstrom seconded the Motion which PASSED by unanimous vote of all members present.*

The foregoing was approved by the West Bountiful City Council on Tuesday, July 19, 2016.

Cathy Brightwell (City Recorder)

1 **Minutes of the Special West Bountiful City Council meeting held on Wednesday, July 13,**
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 Mark Preece, and Andrew Williams

8
9 **EXCUSED:** Council member Kelly Enquist

10
11 **STAFF:** Duane Huffman (City Administrator) and Steve Doxey (City Attorney)

12
13 **VISITORS:** None

14
15
16 Mayor Romney called the Special Meeting to order at 8:30 p.m.

17
18 **1. Open Meeting.**

19
20 **2. Executive (closed) Session, Pursuant to Utah Code Annotated 52-4-205(a)(c), for the**
21 **following:**

22
23 **a. Strategy Session to discuss pending or reasonably imminent litigation;**

24
25 **b. Discussion of the character, professional competence, or physical or mental**
26 **health of an individual.**

27
28 **MOTION:** *James Ahlstrom Moved to Go Into Executive Session in the Police*
29 *Training Room for the Purposes Described Above, Pursuant to Utah Code*
30 *Annotated 52-4-205(a)(c). Mark Preece seconded the Motion which*
31 *PASSED.*

32
33 The vote was recorded as follows:

34 James Ahlstrom – Aye

35 James Bruhn - Aye

36 Kelly Enquist – Absent

37 Mark Preece – Aye

38 Andy Williams - Aye

39
40 **MOTION:** *James Bruhn Moved to Adjourn the Executive Session and Return to the*
41 *Regular Meeting at 10:30 p.m . Mark Preece seconded the Motion which*
42 *PASSED by unanimous vote of all members present.*

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47

48 **3. Adjourn.**

49

50 **MOTION:** *James Bruhn moved to adjourn this meeting of the West Bountiful City*
51 *Council at 10:31 p.m. Andy Williams seconded the Motion which*
52 *PASSED by unanimous vote of all members present.*

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56 *The foregoing was approved by the West Bountiful City Council on Tuesday, July 19, 2016.*

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Cathy Brightwell (City Recorder)